

STATE BOARD OF EDUCATION MEETING
April 21-22, 2010
University of Idaho
Whitewater/Clearwater Room, University of Idaho Commons
Moscow, Idaho



Wednesday, April 21, 2010, 4:00 p.m., University of Idaho, Student Union building, South East Ballroom, Moscow, Idaho.

EXECUTIVE SESSION (Closed to the Public)

University of Idaho

TAB 1. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1) (d) and (f) for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code; and to communicate with legal counsel to discuss legal ramifications of and legal options for pending litigation.

Boise State University

TAB 2. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1) (d) for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code;

Lewis-Clark State College

TAB 3 Pursuant to Idaho Code Section 67-2345(a), for the purpose of considering the hiring of a public officer, employee, staff member or individual agent.

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

Thursday April 22, 2010, 8:30 a.m., Whitewater/Clearwater Room, University of Idaho Commons, Clearwater/Whitewater Room, Moscow, Idaho.

BOARDWORK

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

OPEN FORUM

ROBOTICS PRESENTATION

CONSENT AGENDA

BAHR – SECTION I – HR

1. Boise State University – New Positions & Changes to Positions
2. Idaho State University – New Positions
3. University of Idaho - New Positions & Reactivations to Positions
4. University of Idaho - Employment Agreement – Head Volleyball Coach
5. University of Idaho - Employment Agreement – Head Soccer Coach

BAHR – SECTION II - Finance

6. University of Idaho – FRAMES Contract
7. Public School Facilities Cooperative Funding Program – Plummer Worley School District #44-District Supervisor Report

IRSA

8. Northern Idaho Consortium for Higher Education (NICHE) Local Operations Committee – Summary Report

PPGA

9. Alcohol Permits Issued by University Presidents
10. Eastern Idaho Technical College – New Position (BAHR-Section I)

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. University of Idaho Progress Report
2. Presidents' Council Report
3. Professional Technical Education Progress Report
4. Accountability Presentation
5. Complete College America Alliance of States
6. 2010 Legislative Update
7. Legislative Agenda for 2011
8. Strategic Plan – State Board of Education
9. Strategic Plans – Institutions, Agencies, and Health and Special Programs
10. Boise State University – Morrison Center Resolution

AUDIT

1. Idaho Public Television – Operating Agreement with Friends of IPTV

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Boise State University – Employment Agreement – Head Football Coach
2. University of Idaho – Faculty/Tenure Policy Changes
3. Amendment to Board Policy - Section II.G.6.i - Tenure for Academic Administrators – 1st Reading

Section II – Finance

1. Boise State University – Furniture, Fixtures & Equipment Request – Center for Environmental Sciences and Economic Development (CESED)
2. Boise State University - Capital Project - Renovation & Remodel – Vivarium -
3. Boise State University - Capital Project - Locker Rooms Addition to Taco Bell Arena
4. Boise State University - Ground Lease Agreement - American Campus Communities
5. Boise State University - General Revenue Bonds Issuance - College of Business and Economics (COBE)
6. Boise State University - Naming/Memorializing Buildings & Facilities - College of Business and Economics (COBE)
7. University of Idaho – Railroad Exchange Agreement
8. University of Idaho – Capital Project – Janssen Engineering Student Services Center Suite
9. FY 2012 Line Items
10. FY 2011 Appropriations
11. Amendment to Board Policy - Section V.K. – Construction Projects 2nd Reading
12. Amendment to Board Policy - Section V.B., Budget Policies – Occupancy Costs, 2nd Reading
13. Student Health Insurance Contract
14. American Recovery and Reinvestment Act - State Fiscal Stabilization Fund & Education Reform Assurances
15. Idaho State University - Administrative Cost Reductions

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

K-12

1. iSTEM Presentation

Higher Education

2. College of Western Idaho - Request for General Education Degrees (AA and AS)
3. College of Western Idaho - Request for Approval of Termination of Designated Professional-Technical Education Programs
4. Idaho State University – Approval of Full Proposal: New Doctoral Program – Ph.D., Microbiology
5. University of Idaho – Approval of Notice of Intent: College of Natural Resources-Administrative Reorganization of College Departments
6. University of Idaho – Approval of Notice of Intent: College of Art and Architecture – Administrative Reorganization of College Departments
7. Rural Physicians Incentive Program Awards
8. Statewide Strategic Plan for Higher Education Research
9. Recommendation for FY11 HERC Budget
10. First Reading, Proposed Amendments to Board Policy III.W., Higher Education Research
11. First Reading, New Board Policy III.A.B., Rural Physicians Incentive Program Committee
12. First Reading, Proposed Addition to Board Policy III.P., Students
13. Second Reading, New Board Policy III.A.A., Accountability Oversight Committee

DEPARTMENT OF EDUCATION

1. Superintendent's Update
2. School District Boundary Alteration, Meridian- Kuna
3. School District Boundary Alteration, Plummer/Worley- Coeur d'Alene
4. School District Boundary Correction, West Bonner-Lakeland
5. Idaho Content Standards for Science
6. Proposed Rule- IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated by Reference Content Standards
 - a. Revision of Information, Communication, and Technology Standards
 - b. Revision of Math Standards Common Core
 - c. Revision of English Language Arts
 - d. Standards - Common Core
7. Proposed Rule- IDAPA 08.02.02.018, Rules Governing Uniformity, Standard Elementary Certificate
8. Appointments to the Professional Standards Commission
9. George Fox University Master of Arts In Teaching Focused Review Team Report

10. Idaho Department of Correction Robert Janss School Waiver Request

ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION

Items not completed on Thursday, April 22, 2010 will be carried over to Friday, April 23, 2010. If auxiliary aids or services are needed for individuals with disabilities, or if you wish to speak during the Open Forum, please contact the Board office at 334-2270 no later than two days before the meeting. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to or after the order listed.

1. Agenda Approval

Changes or additions to the agenda

A motion to approve the agenda as posted.

2. Minutes Approval

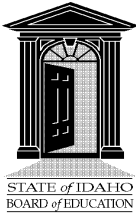
BOARD ACTION

A motion to approve the minutes from the February 17-18, 2010 Regular Board meeting minutes as submitted.

3. Rolling Calendar

BOARD ACTION

A motion to set April 20-21, 2011 as the date and the University of Idaho as the location for the April 2011 regularly scheduled Board meeting (to include the Annual Student Fee meeting and the Regular April Board meeting) and to amend the date of the May Board Retreat May 20-21, 2010 meeting to May 19-20, 2010.



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION
February 17-18, 2010
Boise State University
Simplot Ballroom
Student Union Building
Boise, Idaho**

A regularly scheduled meeting of the State Board of Education was held February 17-18, 2010 in Boise, Idaho.

Present:

Paul Agidius, President
Ken Edmunds, Secretary
Don Soltman
Rod Lewis

Richard Westerberg, Vice President
Emma Atchley
Milford Terrell
Tom Luna, State Superintendent

The Board met at 4:00 p.m. on Wednesday, February 17, 2010 in Boise, Idaho at Boise State University's Stueckle Sky Center in the 6th Floor Conference Room.

EXECUTIVE SESSION

M/S (Westerberg/Atchley): To move into Executive Session at 4:00 p.m. pursuant to Idaho Code on February 17, 2010 to consider the following: (Tab 1) A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1) (d) for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code. (Tab 2) A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1) (d) for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.

A roll call vote was taken; motion carried 6-0 (Edmunds arrived at 4:30 and Luna arrive at 5:00).

During Executive Session the Board discussed and considered, as Regents for the University of Idaho, (Tab 1 and 2) the consideration of documents that are exempt from disclosure as provided in chapter 3, title 9 of Idaho Code.

M/S (Terrell/Luna): To go out of Executive Session at 5:15 p.m. Motion carried unanimously.

On Thursday, February 18, 2010, the Board convened for regular business at 8:40 a.m. in Boise, Idaho at the Boise State University Student Union Building in the Simplot Ballroom. Board President Agidius called the meeting to order.

RECOGNITIONS

Board President Agidius shared various events going on at the colleges and universities. He congratulated them for their achievements during these challenging and difficult times.

BOARDWORK

1. Agenda Approval

M/S (Westerberg/Atchley): To amend the agenda by pulling Tab 9 from Section II of the Business Affairs and Human Resources agenda, and to approve the agenda as amended. Motion carried unanimously.

2. Minutes Approval

M/S (Westerberg/Atchley): To approve the minutes from the December 10-11, 2009 Regular Board meeting and the January 15, 2009 Special Board meeting as submitted. Motion carried unanimously.

3. Rolling Calendar

M/S (Westerberg/Soltman): To set February 16-17, 2011 as the date and Boise State University as the location for the February 2011 regularly scheduled Board meeting, and to amend the date and location of December 15-16, 2010 meeting to December 8-9, 2010 at North Idaho College. Motion carried unanimously.

Dana Kelly from the Office of the State Board was invited to present information on the Go-To-College grant. She noted that one of the goals of the Board is to increase the go-to-college rate for Idaho's students and this grant will help reach that goal by allowing more lower-income students greater access to postsecondary education. Ms. Kelly pointed out that this effort will also foster greater statewide educational collaboration. She shared the web address for finding additional information. As a point of information, the web site is set up to guide students and their parents through the various steps and pathways of going to college, from application and registration, to graduation.

At this time Board President Agidius welcomed Representatives Shirley Ringo, Tom Trail, and Liz Chavez who were in the audience.

OPEN FORUM

Representative Tom Trail expressed his concerns related to proposed changes to Board policy that would give university presidents sweeping power to make decisions related to tenure, contracts, and salaries. He indicated that some of the institutions have already incorporated new language into faculty contracts inferring that. He suggested that the proposed policy changes may be a violation of the 10th Amendment. He reminded Board members that at the December Board meeting legal counsel for the institutions along with several others suggested

that an official opinion be sought from the Attorney General before the Board took any further action. He warned there could be a legal backlash that ties up the courts for a long time to come if this policy is applied.

Representative Shirley Ringo asked the Board to reconsider the proposed changes to Board policy related to human resources. She noted that the document states that certain processes will be followed, but the terms for that are not clearly defined. She pointed out that the proposed changes give great authority to the university presidents which could result in a serious negative impact on the institution and its faculty if the president is not a person of good character. Representative Ringo encouraged her legislative partners to work hard to support the colleges and universities. She noted that even without the adoption of this policy, the colleges and institutions have the ability and flexibility to deal with financial hardship.

Representative Liz Chavez addressed the Board related to the policy changes being considered. She expressed her opinion that it will undermine the strengths of the universities and colleges. She pointed out that the policy leaves the faculty out of the equation in terms of dealing with financial exigency. She encouraged the Board to make sure any policy involves faculty in the team effort.

Joni Mina of Lewis-Clark State College referred to remarks she made on the same subject in December. She reiterated that faculty is opposed to the proposed policy changes that are being considered today. She outlined the reasons why this policy will undermine faculty, education, the students, and the missions of the institutions. She suggested that the passage of this policy will make it very difficult to retain and recruit qualified faculty. She noted that the existing policy already provides for due process, flexibility, and accountability. She questioned why the Board feels it has to implement this new policy when the current policy works. She suggested that the Board is targeting the wrong group of people in this time of economic hardship, noting faculty are the backbone of the institutions. Ms. Mina pointed out that faculty are aware that cuts have to be made, furloughs may have to be taken, and activities restricted. However, all of that can be done with the current policy. She emphasized that these policy changes are bad for faculty, bad for education, and bad for Idaho.

Alan Frantz, the Idaho State College Faculty Chair, addressed the Board. He noted that serious concerns were expressed to the Board in December related to the policy being considered. Problem areas were pointed out at that time and written objections were sent to the Board at the invitation of the Board. In spite of all the information and input provided to the Board, Dr. Frantz indicated that Board staff made no changes to the proposed policy revisions. He urged the Board to vote against the policy. Dr. Frantz pointed out that faculty are working hard to address the financial downturn. He informed the Board that some faculty have already left to take jobs elsewhere. He noted there is serious concern that it will not be possible to recruit or hire the highly qualified people needed if this policy is approved. He asked the Board to consider other alternatives.

John Miller of the University of Idaho Faculty Senate addressed the Board. He noted that the proposed policy has two pieces; one focuses on furloughs and the other on salary reductions. In speaking about the piece related to salary reductions he referred to the language giving presidents the power to reduce salaries on a permanent basis and noted that there is no process outlined for doing so. In addition, there is not enough detail to determine just what can be done. Mr. Miller emphasized to the Board that the proposed language is very problematic. He added that he views it to be mischievous, ambiguous, and inadequate. He reiterated that the policy changes may invite unlawful action and even worse, the policy changes may be unlawful.

Lynn Lubamersky, Associate Professor of History at BSU and member of the Faculty Senate, addressed the Board. She emphasized that while the faculty supports Dr. Kustra, they had no input into this policy. Recently, a faculty survey was conducted to find out how many of them supported the proposed policy. The results show that most of the respondents do not support this policy change. Dr. Lubamersky noted that the stated purpose of the policy change is to respond to financial crisis. However, there are other approaches already in place to respond to financial hardship. She pointed out that the faculty make positive contributions to the universities and colleges, and they bring in more students and generate grant funds. As a point of information, Dr. Lubamersky indicated that the American Association of University Professors (AAUP) was asked to comment on the proposed policy. Its response suggested that the policy changes were a serious departure from acceptable academic standards and practices. She noted as well that many of the people who review grant applications sit on the AAUP and they would not be favorably inclined to award grants to institutions that are under such a cloud.

Owen McDougal of the Boise State University Faculty Senate addressed the Board. He reiterated that BSU faculty is opposed to the policy as written. He urged the Board to read through the document to make sure that the language has been cleaned up. He reminded the Board that faculty representatives had previously urged the Board to seek an official opinion of the Attorney General. On a different note, Professor McDougal also spoke about the difficulty that BSU is having in acquiring scientific and research equipment and instrumentation. He pointed out that the hoops the institutions have to go through to apply for and acquire such equipment are tedious. They delay progress and impair the ability of the institution to meet grant timelines and requirements. Also, he noted that BSU is in the process of seeking a biochemist for the third time to fill a vacant position because, so far, nobody has been willing to accept the position due to the low salary.

CONSENT AGENDA

M/S (Westerberg/Terrell): To approve the Consent Agenda as submitted.

1. BAHR – Section I – Boise State University – New Positions and Deletion of Positions

By unanimous consent, the Board agreed to approve the request by Boise State University for three (3) new positions (3.0 FTE) and deletion of two (2) positions (1.63 FTE) supported by appropriated, grant and local funds.

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

By unanimous consent, the Board agreed to approve the request by Idaho State University for one (1) new professional staff position (1.0 FTE); to increase the FTE on one faculty position (1.0 FTE); increase the FTE and term on two (2) professional staff positions (2.0 FTE); and increase the FTE and term on three (3) classified positions (2.74 FTE); supported by grant, local and state funds.

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

By unanimous consent, the Board agreed to approve the request by the University of Idaho to create one (1) new position (.75 FTE) and reactivate ten (10) positions (10.0 FTE) supported by appropriated and non appropriated funds.

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

By unanimous consent, the Board agreed to approve the request by Lewis-Clark State College to delete one (1) position (1.0 FTE) supported by grant funds.

5. BAHR – Section I – Intercollegiate Athletics – Employee Compensation Reports

By unanimous consent, the Board agreed to accept the report as submitted.

6. BAHR- Section II – Intercollegiate Athletics –Financial Reports

By unanimous consent, the Board agreed to accept the Athletic Reports as submitted.

7. IRSA – Quarterly Reports - Programs and Changes Approved by Executive Director

By unanimous consent, the Board agreed to accept the Quarterly Report on Programs and Changes approved by the Executive Director.

8. IRSA – Idaho Falls Local Operations Committee – Summary Report

By unanimous consent, the Board agreed to accept the Idaho Falls Local Operations Committee (LOC) report.

9. PPGAC – Alcohol Permits Issued by University Presidents

By unanimous consent, the Board agreed to accept the report as submitted.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

1. Boise State University Annual Report

Dr. Robert Kustra presented the BSU Annual Report to the Board. He briefly highlighted some of the innovative and entrepreneurial efforts and activities which have taken place at BSU over the past few years. Those efforts include various building improvements and new building construction paid for by bonds which did not add to the debt of the University. In addition, several new degree programs have been financed by business partners and outside contributions. Dr. Kustra indicated that while BSU is a public university, the amount of money it gets from the state is decreasing every year. On top of that, the amount of money that has been returned to the state due to holdbacks is significant over the past few years.

In the context of what is going on nationally, Dr. Kustra pointed out that BSU, along with Idaho's other public universities and colleges, is not alone in facing the challenges of these times. He observed that public university education is not what it once was because public funding is going away. The impact of these changes is primarily on the students who are asked to make up the difference. He shared that surveys show large number of students under median income levels choose to not go onto college due primarily to the rising cost of education. This trend is seen everywhere in America, not just in Idaho. It is referred to as the decline and withering away of the public university, as we used to know it.

Dr. Kustra suggested that there are ways to create a framework to work in so that Idaho can address this issue. Among the concerns that need to be addressed are the regulations that force the institutions to operate as though they were government agencies. One example of this is the Division of Purchasing requirement of going out for bids when BSU has already verified that there is a sole vendor. This one thing creates serious time delays for BSU. Dr. Kustra

pointed out that BSU has qualified staff to perform the same function.

Dr. Kustra suggested BSU needs the freedom to grow and prosper with a public purpose, but without the public regulations and constraints that tie its hands, keeping in mind that it would still be accountable to the Board. The bureaucratic hoops are costly in terms of time, money and resources. He asked the Board to advise the Director of the Department of Administration to allow the colleges and universities to do the job they are hired to do.

Moving on, Dr. Kustra shared a publication featuring a letter sent by Senator Orin Hatch to President Obama regarding the need to change the BCS system. He pointed out that the reason this is important is because it is a funding issue that impacts every institution and every conference nationwide. It's not just about athletics.

State Superintendent Luna asked if a letter could be drafted by the Board to go to the Department of Administration. Dr. Kustra indicated that a draft letter was sent to the Board. Board member Edmunds clarified with Dr. Kustra the situation with BSU in terms of its dependence on public funding. Dr. Kustra suggested that a structure could be created which included the three universities (BSU, ISU, and UI) and LCSC because these four institutions have a specific purpose and capability. As a point of clarification, Dr. Kustra explained that the funds that BSU acquires through research funds cannot be used for programs to accommodate growing enrollments, etc. Research funds have to be used for specific purposes and can't be moved around.

Mr. Edmunds asked about the community college concept. Dr. Kustra noted that transferring the community college function to the College of Western Idaho has worked for the Treasure Valley. He noted that BSU did suffer in terms of lost enrollments, but moving the community college function to CWI will benefit BSU in the future when CWI graduates pursuing higher degrees choose to enroll at BSU. He pointed out that community colleges have a property tax support system which the public universities and colleges do not.

2. Presidents' Council Report

Dr. Dene Thomas presented the report to the Board on behalf of the Presidents' Council. She noted that the institutions do not want to leave behind the public purpose of the institutions. They are very aware of the importance of their participation in economic development, addressing practical needs, and ensuring access to education for all students.

Dr. Thomas reported that the Presidents' Council shared their message with the legislators at the legislative luncheon in February. Other topics discussed by the Presidents' Council in February included tuition and fee increases, data gathering, and "Project 60".

Board member Edmunds asked if the Presidents' Council wanted the Board to take a closer look at a statewide system to allow the institutions to conduct business along the lines of what Dr. Kustra suggested in his remarks. Board President Agidius pointed out that at a previous Board meeting the suggestion came up to have a list put together that outlines the services and functions the institutions would like to pull out of the oversight of the Department of Administration. Dr. Thomas noted that the Presidents' Council has discussed this topic clarifying that the institutions have varying needs on these items and want flexibility. It was noted that there are four areas - purchasing, capital projects, payroll, and health insurance - to take a closer look at. Dr. Thomas reiterated that each institution has a different level of need for using state services in each of those areas. The institutions are not looking for a rule that says the institutions can't use state services.

Board member Edmunds asked how the Board determines what the priorities are for higher education. Dr. Kustra said that CAAP would be a perfect vehicle for that purpose. He noted that the ability of students to transfer from a community college to a four year college is much better than their ability to transfer from university to university. Dr. Mike Rush, Executive Director of the Board, pointed out that the Board's transfer policy is solid. However, the institutions may need to make sure new staff know about the policy and are following it. Dr. Thomas agreed and noted that except for isolated incidences, the process works well. Dr. Kustra explained that he was talking about an isolated situation at BSU and did not have an issue with the system as a whole. The Board members agreed it would be good to have some feedback in any case by the next Board meeting.

By unanimous consent the Board agreed to look at this issue of transferability before the next Board meeting and bring back a report to the Board at a future meeting.

3. Idaho Division of Vocational Rehabilitation Annual Report

Dr. Michael Graham, Administrator of the Idaho Division of Vocational Rehabilitation (IDVR), addressed the Board. He presented a picture of the population the agency serves. In terms of productivity, IDVR peaked in 2007. He noted that in 2009 IDVR was at the same level of productivity as 2004-2005, which is consistent with the recession. As far as the return on investment, IDVR sees a return of \$3.26 for every dollar paid in.

Dr. Graham noted that federal funds are provided by way of a very complicated federal formula. The U.S. Government is looking at the possibility of changing that formula. He noted that Idaho had to return funds at the end of 2009 and it looks like IDVR will be short on the match in 2010 which will result in the need to file a waiver.

Dr. Graham reported that there are huge challenges in finding jobs for job-ready clients, again a result of the present economy. Another challenge is that holdbacks make it impossible to meet the existing needs. The result is that people needing services have to be put on a waiting list. Cuts in funding have also made it necessary to cut the number of job coaches which cuts the number of clients the Division can serve.

On a good note, Dr. Graham reported that IDVR is using Ticket Tracker, a software that tracks individuals who have been successfully served by IDVR. The Division is reimbursed for each successful client. Also, IDVR still has stimulus funds available, and partnerships with businesses and other agencies have provided strong support.

State Superintendent Luna thanked Dr. Graham for his presentation. He asked how IDVR's plans will be affected by additional budget cuts for FY 2010. Dr. Graham noted that there would be a return of over one million dollars in federal funds for not meeting the maintenance of effort requirement. It will also be necessary to furlough staff and to leave vacant positions unfilled. He emphasized that the situation will be even more difficult and challenging in FY 2011.

By unanimous consent, the Board agreed to move to Tab 7 of the Planning, Policy and Governmental Affairs committee agenda at this time.

7. Appointment of Public School Facilities Cooperative Funding Program District Supervisor

M/S (Terrell/Soltman): To approve the appointment of Teater Consulting Firm as the Plummer-Worley School District Supervisor. The Executive Director is authorized to

negotiate and sign a contract on behalf of the Board. Motion carried unanimously.

Board member Terrell presented this item and Dr. Mike Rush provided additional input. Dr. Rush noted that he is the Chair of the panel that is assigned to monitor and make decisions related to the school facilities lawsuit. He reported that the panel has done its due diligence related to the Plummer-Worley School District. The panel is in the process of setting up procedural policies to manage the project. The next step is to appoint a supervisor to act as the Board's representative to manage this project. Once that happens the school district can draw funds for this project upon the signature of said supervisor.

Dave Teater was introduced to the Board. Mr. Teater briefly discussed his background. A copy of his resume and letters of recommendation were provided in the Board agenda materials. Mr. Teater noted that he has had the opportunity to review the scope of the project. Board President Agidius reiterated that the Board's role is to select the supervisor.

State Superintendent Luna discussed the role that the Department of Education played with regard to Plummer-Worley. He explained that since the community failed to pass the bonds put before it, state funds will be used to build a new school. As a result property owners in that community will be taxed in order to repay the funds. He warned that there may be a lawsuit and encouraged the Board to make sure there is a clause in the contract that takes into account the possibility.

Board member Lewis asked for clarification on the scope and length of the contract. Board member Terrell explained it would last for the length of the project. Mr. Teater noted that the work plan put forward would have Teater Consulting take over immediately. He noted that typically a project like this takes into consideration the weather, the design and drafting of plans, etc. They only bill for work completed, and if there is a stoppage there is no billing. The fee has not been determined as yet, but it will be based on the scope of work.

Board President Agidius clarified that Teater Consulting will also do some curriculum review to make sure the design of the school fits the curriculum that will be taught. Board member Terrell noted that because this is new for the Board, he has asked Mr. Teater to come in often to provide updates and input so the Board understands what is going on and how it can make the process go more smoothly. Mr. Teater has agreed to do so.

Mr. Luna asked for clarification related to curriculum review. Dr. Rush explained that the review process that Mr. Teater mentioned is one of the things he's done with many Idaho schools already. It is a process to see what the school district intends to offer in order to make sure that the school building will meet the needs of the curriculum. The local district's curriculum drives the building.

On the question of the fees that are paid for construction and how they are recovered, Dr. Rush indicated that is a question that the panel has asked as well. What was concluded is that the total project cost would include the cost of the district supervisor and the cost of the construction manager. All of those costs would be recovered from the local tax payers.

Mr. Teater explained that the process will start with a thorough review of what has been done already. If there are plans that have been developed, they will be reviewed. If it looks like there needs to be adjustments, those adjustments and changes will be made. It has been made very clear what the dollar amount is what is available to work with. Dr. Rush noted that one of the characteristics of Mr. Teater's company is that he has significant experience over multiple districts over multiple years dealing with this very thing.

4. Eastern Idaho Technical College Advisory Council Appointment

M/S (Terrell/Edmunds): To approve the reappointment of Renee R. Magee to the Eastern Idaho Technical College Advisory Council for a term beginning immediately and ending December 31, 2013. Motion carried 7-0 (Lewis absent during the vote).

5. Legislative Update

Mark Browning of the Board Office presented this item to the Board. He explained that the legislation highlighted in the Board agenda is Board-related or education-related. Board President Agidius thanked Mr. Browning and other Board staff for the hard work and long hours they've put in during the legislative session.

6. State Board of Education Strategic Planning

M/S (Terrell/Edmunds): To approve the Goals and Objectives of the State Board of Education 2011-2015 Strategic Plan with the following changes: With respect to the Vision that the second sentence be deleted. And, with respect to the Mission statement to insert the words "improve each Idahoan's quality of life and enhance Idaho's global competitiveness." Motion carried unanimously.

Board member Terrell introduced this item. Tracie Bent of the Board office provided more detail and explained that the goals and objectives in the strategic plan are based on the work already done by the Board. Board staff are still working on the performance measures.

Board member Lewis indicated that he is in favor of what has been put before the Board at this time. He noted that members of the Board continue to work on fine tuning it. In terms of the vision and mission statement he suggested that there be some clean-up. He suggested that with respect to the vision statement that the second sentence be deleted. And, with respect to the mission statement that it be revised to read "improve each Idahoans quality of life and enhance Idaho's global competitiveness."

Board member Edmunds asked about the use of the term "highly educated" and suggested substituting the word "well" for "highly". Board member Lewis indicated that highly is something to aspire to. Board member Terrell agreed that highly infers an aspiration not a degree. He would like his employees to be educated at the highest level they are able to attain. Board member Lewis agreed and pointed out that in the state of Idaho, it is a battle trying to convince more students to attain more education. He expressed the view that the Board ought to encourage Idaho's students to aspire to more. Board member Edmunds withdrew his suggestion.

Board member Westerberg asked about the strategic plan process and when the performance measures will be added. Ms. Bent indicated that Board staff have started with the performance measures approved at the December Board meeting. They are researching benchmarks and indicators and will make sure that the Board sees those as soon as possible. Mr. Westerberg asked that there be enough time for the Board to reconsider the benchmarks and perhaps makes changes. Ms. Bent indicated that input will be solicited from the institutions as well.

Dr. Rush pointed out that the performance measures have been reviewed the last two years and that review process will continue each year in October. It was suggested by Board President Agidius to have that activity occur in a more obvious way so that all the Board members are

aware that is taking place.

DEPARTMENT OF EDUCATION

1. Superintendent's Update

State Superintendent Luna updated the Board. He reported that a middle school in Gooding received a national award for their child nutrition program. The Race-To-The-Top grant was submitted; in March, finalists will go to Washington D.C. to make in-person presentations; awards will be announced in April. Mr. Luna indicated that 59 school districts and 21 charter schools participated in the grant.

Mr. Luna indicated that the Joint Finance and Appropriations Committee (JFAC) will set the K-12 budget on March 1, 2010. He noted that there has been significant progress this past year in AYP and there has been improvement in math scores and reading assessments as well. Mr. Luna pointed out that in order to keep these results moving forward it is important to continue to focus on the goal in spite of the economy and budget numbers.

Mr. Luna briefly reviewed the public schools budget and discussed steps the Department has taken to offset cuts. Additional sources of revenue need to be found. A transfer from the Public Schools Earnings Reserve could be tapped. The Land Board had agreed to release \$22 million from the reserve fund. Also, the Department identified two other fund sources as well within the Department which would bring the total amount of additional revenue to over \$27 million.

Cuts to programs, that may need to be made, include eliminating the early retirement incentive program, eliminating transportation reimbursement for field trips and reducing the funds for classroom supplies, technology, and textbooks. Mr. Luna indicated that even with those cuts there would still be an additional amount of money that would have to be cut out of the budget. To address that, percentage cuts would be made to a number of programs and activities including the Math Initiative, ISAT Remediation, Limited English Proficiency, Idaho's Reading Initiative, the Idaho Digital Learning Academy, and salaries and state-paid benefits. Mr. Luna pointed out that if the Legislature cuts a greater percentage of the Department's budget, that percentage amount would increase.

Board member Terrell raised a point about the proposed cut to teachers' salaries, comparing them to what the general public and other businesses have had to cut and suggested that it wasn't enough. Mr. Luna noted that percentage is driven by the budget number the Governor put on the table. He explained that if teacher salaries are reduced much more the result will be a reduction in student contact hours; that will negatively impact student achievement. He also pointed out that the state does not set teacher salaries; local districts do that.

Board member Westerberg asked about high school redesign and possible further delays. Mr. Luna noted that when the higher graduation standards were adopted there was speculation about possible costs, for example in the area of math. Mr. Luna pointed out that those costs didn't materialize at the level that was predicted. In addition there are a number of new approaches and initiatives in place to advance education.

Board President Agidius asked about the need for the Board to state its position on the subject. Board member Lewis urged that the Board strongly support the continuance of the program in order to meet the goals and objectives of the Board. He pointed out that the additional requirements were focused on a specific requirement for high school students to have enough rigor in their high school education that they could go onto higher education. Without this rigor it

will be impossible to achieve the goals.

By unanimous consent, the Board agreed for staff to handle this issue based on the expressed views of the Board members.

2. MOU for the Mosaic and Smarter Consortiums

M/S (Luna/Terrell): To approve Idaho's participation in the MOSAIC and SMARTER consortia. Motion carried unanimously.

Dr. Carissa Miller from the Department of Education discussed this item. Board member Lewis clarified that the funds for this will come from a grant. Dr. Miller noted there are two grants in this case. She pointed out that Idaho is not bound to go forward if the grant funds go away. However, there may be other avenues for Idaho to take.

3. Mapping State Proficiency Standards onto NAEP Scales Report

Dr. Carissa Miller discussed this item. She explained that the National Center for Education Statistics conducted a research study about using NAEP as a common yardstick in order to provide a context for understanding the rigor of state tests. She indicated that one of the weaknesses that the study found with the NAEP numbers is that the NAEP numbers lead to conclusions that are not necessarily correct. She pointed out that Idaho's proficiency standards for the ISAT math tests for the 4th and 8th grades were rated above NAEP's basic cut-score.

Board member Lewis asked if Idaho's cut-scores are at the right level. Dr. Miller noted that because of the approach NAEP used it didn't actually get to the cut-scores. She indicated that students are achieving above grade level. However, if the Board wants to change the cut-scores that is a policy issue that should be looked at.

4. Youth Risk Behavior Survey Report and the Substance Use, Safety, and Presentation

Matt McCarter and Pat Stewart from the Department of Education presented the Board with information regarding current and trend data on the health status of Idaho's youth from the 2009 Youth Risk Behavior Survey Report and the Substance Use, Safety, and School Climate Report. Mr. McCarter shared with the Board about risk behaviors of students at the K-12 level. Risk behaviors include the use of alcohol, tobacco, illicit drugs, and marijuana. He emphasized that the need to educate students at a younger and younger age is critical. Ms. Stewart reviewed the general trends in other areas including sexual intercourse, teen violence, suicide, obesity, and mental health. She noted that Idaho is seeing an increase in its teen pregnancy rate. She reported that it's been shown that school connectedness helps students because when students are engaged in school and involved in positive school relationships, they have a better chance of avoiding or getting through the risk behaviors.

Board member Terrell asked the Department to provide the Board with copies of the reports. Mr. Luna will make that available to the Board. It was noted that the information is also available on the web.

5. Idaho Professional Standards Commission 2008-2009 Annual Report

Nick Smith of the Department of Education presented this report to the Board. He noted that the report is an overview of everything that the Professional Standards Commission has accomplished this past year. Mr. Luna clarified that the annual report contains all the items

brought before the State Board during the past year.

6. Weiser School District No. 431 Tuition Waiver

M/S (Luna/Terrell): To approve the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2009-10, 2010-11, 2011-12, and 2012-13 school years, subject to annual review by the Weiser School District Board of Trustees. Motion carried unanimously.

Mr. Luna presented this item and pointed out that it comes before the Board every year.

7. Appointments to the State Board Restructuring Plans Subcommittee

M/S (Luna/Edmunds): To approve the request by the State Department of Education to approve Scott Crane, Gary Johnstone, Bill Parrett, Greg Alexander, Marybeth Flachbart and Anne Ritter as members of the Restructuring Subcommittee, all for a term of three years. Motion carried unanimously.

Mr. Luna presented this item. Board President Agidius appointed Emma Atchley, with her agreement, to serve on that committee.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

1. Appointment of Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Members

M/S (Edmunds/Terrell): To approve the reappointments of: Pamela Crowell, the Idaho State University Vice President for Research as the representative of Idaho State University; Representative Maxine Bell as the representative for the Idaho House of Representatives; Senator John Goedde as the representative for the Idaho State Senate; Doyle Jacklin as a representative of the private sector; Denny Stevens as a representative of the private sector; and to appoint Brian Dickens, Administrator, Commercial Innovation Division as the representative for the Idaho Department of Commerce, all effective July 1, 2010. Motion carried unanimously.

2. Accountability Oversight Committee

M/S (Edmunds/Westerberg): To approve establishing an Accountability Oversight Committee to provide oversight of the statewide assessment system. Motion carried unanimously.

M/S (Edmunds/Westerberg): To appoint Christine Donnell as the Chair of the Accountability Oversight Committee for a two (2) year term; to appoint Sharon Parry to the Accountability Oversight Committee for a two (2) year term; to appoint John Goedde to the Accountability Oversight Committee for a one (1) year term; and to appoint Jackie Thomason to the Accountability Oversight Committee for a one (1) year term, effective July 1, 2010, all subject to ultimate approval of the policy. Motion carried unanimously.

Board member Edmunds presented this item. There was discussion to who appoints the committee members and committee chair. Dr. Rush explained that this is a Board committee.

The Governor made recommendations as to who should be appointed and also recommended who the chair should be. The Board is making the appointments he recommended.

3. First Reading, New Board Policy III. A.A., Accountability Oversight Committee

M/S (Edmunds/Westerberg): To approve the first reading of Board Policy III. A.A., Accountability Oversight Committee as submitted. Motion carried.

At this time Dr. Peter Goodwin was introduced. He is the new EPSCoR/DeA Project Director. The Board welcomed him.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

1. Idaho State University – Employment Agreement – Head Football Coach

M/S (Westerberg/Soltman): To approve the request by Idaho State University for approval of the extension of the Employment Agreement for John Zamberlin as the Head Football Coach (1.0 FTE) as submitted. Motion carried 6-0 (Atchley and Lewis absent during the vote.)

Board member Westerberg presented this item. He noted it is in conformance with the Board's contract requirements.

2. Amendments to Board Policy – Sections II.B.2., II.F.1-2, II.G.1, II.N. – Second Reading

By unanimous consent, the Board agreed to move this item to later in the meeting agenda.

Section II – Finance

1. Boise State University – Capital Project Request – COBE Building

M/S (Westerberg/Soltman): To approve the request by Boise State University to proceed with construction of the new College of Business and Economics building for a cost not to exceed \$37,000,000. The university intends to issue bonds to finance a portion of this building and will seek Board approval at the April 2010 meeting to issue these bonds prior to starting construction. Motion carried 7-0 (Terrell withdrew from the discussion and the vote due to a possible conflict of interest).

Board member Westerberg presented this item. Board member Terrell withdrew from the discussion and the vote due to a possible conflict of interest.

2. Boise State University – Ground Lease Review – ACC

Board member Terrell notified the Board that he has a conflict of interest on this item and withdrew from the discussion.

Board member Lewis asked about the length of the lease and the lease extensions. Stacy Pearson of Boise State University explained that this is consistent with other ground lease terms used by American Campus Communities. Board member Lewis asked about the obligations of

both parties when the property begins to deteriorate. Ms. Pearson pointed out that there is a requirement for American Campus Communities to keep the property in Class-A standard condition; BSU will hold the property owners to that standard. Board member Lewis asked if the maintenance requirement applies to the structural integrity, infrastructure, finishes, walls, etc. Ms. Pearson assured Mr. Lewis that is the case.

Board member Soltman asked what the track record is for American Campus Communities in maintaining a complex like this. Ms. Pearson noted that it is reasonable and that BSU is confident that it has defined everything clearly in the agreement and that the document will stand. She clarified that this item is on the agenda now as an information item; it will be brought before the Board in April for consideration. Kevin Satterlee of Boise State University noted that the provisions of the agreement state that this company can only assign their rights to a qualified assignee, and the definition of qualified is detailed carefully so that there won't be issues.

3. University of Idaho – Kibbie Activity Center – Dome Enhancements – Design Phase

M/S (Westerberg/Soltman): To approve the request by the University of Idaho to implement the Design Phase for the Enhancement and Improvements project in the ASUI Kibbie Activity Center, at a cost not to exceed \$671,000, funded from private donations. Authorization includes the authority to execute all requisite consulting, design and vendor contracts necessary to fully implement the design phase for the project. Motion carried unanimously.

Lloyd Mues of the University of Idaho presented this item. He explained that it will be funded by private donations.

4. University of Idaho – Kibbie Dome – Life Safety Project – East Wall Replacement

M/S (Westerberg/Soltman): To approve the request by the University of Idaho to implement the Additional Construction Phase for the ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements project at a total additional cost not to exceed \$11,000,000. Total authorization for the complete ASUI Kibbie Activity Center Life Safety Improvements project is hereby raised to \$23,000,000. Authorization includes the authority to execute all requisite consulting, design, construction and vendor contracts necessary to fully implement the project. This authorization is subject to approval of project financing. Motion carried unanimously.

Lloyd Mues reported that the University of Idaho has worked with its bank to get the funds to do the west wall. A bond will pay off the construction loan and also fund the remainder of the project in full. This is not the part that will be funded by donations. The bond will be financed by facility fees. Board member Terrell noted that facility fees do come out of the fees students pay as do the activity fee, and the technology fee. He reiterated that the plan for this facility has not changed; it has just slowed down.

5. University of Idaho – Boise Issuance

M/S (Westerberg/Edmunds): To approve the request by the University of Idaho for a Supplemental Resolution for the Series 2010A, 2010B, 2010C, and 2011 Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho

authorizing the issuance and sale of (i) General Revenue Refunding Bonds, Series 2010A, in the principal amount of up to \$13,000,000 (the "Series 2010A Bonds"); (ii) General Revenue Bonds, Series 2010B, in the principal amount of up to \$12,000,000 (the "Series 2010B Bonds"); (iii) Taxable General Revenue Bonds, Series 2010C (Issuer Subsidy-Build America Bonds), in the principal amount of up to \$16,000,000 (the "Series 2010C Bonds"); and (iv) Adjustable Rate General Revenue Refunding Bonds, Series 2011, in the principal amount of up to \$67,000,000 (the "Series 2011 Bonds" and collectively with the Series 2010A Bonds, the Series 2010B Bonds, and the Series 2010C Bonds, the "Series 2010/11 Bonds"), authorizing the execution and delivery of Bond Purchase Agreements related to the Series 2010/11 Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2010/11 Bonds.

A roll-call vote was taken; motion carried unanimously.

Board member Westerberg introduced this item. Kimi Lucas, Kent Nelson, Rick Skinner, and Lee White were introduced by Mr. Mues. They are employed by the University of Idaho.

Board member Lewis asked about the debt and the life of the asset. Mr. White explained that the buildings in question have a long asset life. He noted that the longest term bond is for 31 years. He indicated there is interest rate exposure, but it is a very small amount of exposure.

Mr. Lewis pointed out that, in the past the Board asked for a statement of the bond ratio of the institutions when it comes to the issuance of bonds. Board President Agidius agreed that the Board should return to that practice. Mr. Westerberg asked that he be provided with further information. Stacy Pearson of BSU explained that at one point the institutions had an eight percent of-debt-ratio that the institutions could not exceed. Mr. Westerberg noted that the Business Affairs and Human Resources committee will take it as an assignment to set policy on the debt-ratio percentage and bring it back to the Board.

At this time Mr. Luna was excused from the rest of the meeting in order to attend to other business.

Also, the Board took up Tab 2 of Section 1 of the Business Affairs and Human Resources agenda.

2. Amendments to Board Policy – Sections II.B.2., II.F.1-2, II.G.1, II.N. – Second Reading

M/S (Westerberg/Soltman): To approve the second reading of the proposed amendments to Board Policies II.B.2; II.F.1 & 2., II.G.1; and II.N., as amended. Motion carried 7-0 (Luna excused).

Board member Lewis reviewed the policies and explained that additional changes had been made based on discussions and input received. The Board's legal counsel and university legal counsel had provided a revised version for review. Mr. Lewis went through the proposed changes for the benefit of the Board. A hand-corrected copy with those changes was provided to the Board staff to incorporate into the proposed policy.

He noted that the over-riding point of clarification in the change on the first page is to provide authority to Executive Officer to institute employment actions in the area of work hour adjustments and not with respect to termination. He clarified that changes throughout the document are related to work hour adjustments and not to actions related to reduction of force.

Under policy, the institutions already have the power to take whatever action they need after an employment contract ends. Mr. Lewis reiterated that the Board doesn't need to say any more about that in policy.

At this time the Board returned to Tab 6 of Section II of the Business Affairs and Human Resources agenda.

6. University of Idaho – Property Easement – Bus Shelter

M/S (Westerberg/Soltman): To approve the grant of a temporary, non-exclusive easement to the City of Moscow in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute the easement. Motion carried 7-0 (Luna excused).

7. University of Idaho – Contract for Dining Services

M/S (Westerberg/Atchley): To approve the agreement between the University and Sodexho America, LLC, in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the Vice President for Finance and Administration to execute the contract and any necessary supporting documents. Motion carried 7-0 (Luna excused).

Board member Westerberg presented this item.

8. Lewis-Clark State College – Property Sale

M/S (Westerberg/Terrell): To approve the request by Lewis-Clark State College to sell the property located at 508 6th Avenue, Lewiston, Idaho, for \$115,000, and to authorize LCSC's Vice-President for Finance and Administration to sign all necessary documents to complete the sale on behalf of the State Board of Education in its capacity as the Board of Trustees for the College. Motion carried 7-0 (Luna excused).

9. Pulled from the Agenda

10. 2009 Financial Review

The Board agenda included detailed information from each institution related to the financial health of the institutions. Each institution briefly commented on the financial reviews. It was noted that the economic downturn did have a negative impact on the financial health of each of the institutions.

Stacy Pearson of BSU indicated that the Financial Vice Presidents agreed that there needs to be a better way to display the unrestricted funds. Mr. Westerberg noted that there may be a need for Board policy to set a minimum for the unrestricted financial reserves. Jim Fletcher of Idaho State University pointed out that it is important to separate the university performance from the foundation performance. It is not useful for management to display those two together as a single number. Lloyd Mues explained that the institutions adopted the CFI a few years ago; it favors debt. Chet Herbst of Lewis-Clark State College agreed this is a work in progress and cautioned the Board to be careful before applying the results. He urged the Board to keep broadening the view. He also encouraged the Board to look at the workload adjustment formulas that were put in place many years ago. It creates a disproportionate advantage for institutions with the most upper level courses.

Board member Westerberg thanked the institutions. Board member Edmunds asked about other measurements. Board member Westerberg indicated there will be discussions inside of Business Affairs and Human Resources committee related to that.

11. Amendment to Board Policy – Section V.K. – Construction Projects – First Reading

M/S (Westerberg/Soltman): To approve the first reading of the amendment to Board Policy V.K., Construction Projects. Motion carried 7-0 (Luna excused).

Board member Westerberg presented this item.

12. Amendment to Board Policy – Section V.B. – Budget Policies – Occupancy Costs – First Reading

M/S (Westerberg/Lewis): To approve the first reading of the proposed amendment to Board Policy V.B., as submitted. Motion carried 7-0 (Luna excused).

Board member Westerberg presented this item. Matt Freeman of the Board office provided additional input. It was clarified that notice will be given to the Legislative Services Office and the Governor's Office about projects approved by the Board. This puts them on notice that, in the future, requests for occupancy costs will come before the Legislature. Mr. Freeman explained that this policy clearly defines eligible space and noted that there is a mechanism in place to make sure the notice gets sent to the Legislative Services Office as soon as a project is approved.

13. Amendment to Board Policy – Section I.N.1. – Reimbursement Policy – Second Reading

M/S (Westerberg/Terrell): To approve the second reading of the Idaho State Board of Education Governing Policies & Procedures, Section I.N.1., as submitted. Motion carried 7-0 (Luna excused).

Board member Westerberg presented this item.

14. Amendment to Board Policy – Section V.W. – Litigation – Second Reading

M/S (Westerberg/ Atchley): To approve the second reading of Idaho State Board of Education Governing Policies and Procedures V.W., Litigation as submitted. Motion carried 7-0 (Luna excused).

OTHER BUSINESS

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

M/S (Westerberg/Atchley): To adjourn the meeting at 5:02 p.m. Motion carried 7-0 (Luna excused).

**CONSENT AGENDA
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	BAHR-SECTION I BOISE STATE UNIVERSITY New Positions & Changes to Positions	Motion to approve
2	BAHR-SECTION I IDAHO STATE UNIVERSITY New Positions	Motion to approve
3	BAHR-SECTION I UNIVERSITY OF IDAHO New Positions & Reactivations of Positions	Motion to approve
4	BAHR-SECTION I UNIVERSITY OF IDAHO Employment Agreement – Head Volleyball Coach	Motion to approve
5	BAHR-SECTION I UNIVERSITY OF IDAHO Employment Agreement – Head Soccer Coach	Motion to approve
6	BAHR-SECTION II - UNIVERSITY of IDAHO Amendment to Contract for Services - Fire Research & Management Exchange System (FRAMES)	Motion to approve
7	BAHR-SECTION II - PUBLIC SCHOOL FACILITIES COOPERATIVE PUBLIC FUNDING PROGRAM Plummer Worley Sch Dist #44-District Supervisor Report	Information item
8	IRSA – NORTHERN IDAHO CONSORTIUM FOR HIGHER EDUCATION (NICHE) LOCAL OPERATIONS COMMITTEE – SUMMARY REPORT	Motion to approve
9	PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS	Motion to approve
10	BAHR – SECTION I – EASTERN IDAHO TECHNICAL COLLEGE New Position	Motion to approve

CONSENT AGENDA
APRIL 22, 2010

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**CONSENT AGENDA
APRIL 22, 2010**

BOISE STATE UNIVERSITY

SUBJECT

New positions and changes to positions

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.

BACKGROUND/DISCUSSION

Boise State University requests approval to:

- Establish two (2) faculty positions (2.0 FTE) supported by local funds, and establish one (1) faculty position (1.0 FTE) supported by grant funds.
- Establish three (3) professional staff positions (3.0 FTE) supported by local funds.
- Establish two (2) classified staff positions (2.0 FTE) supported by local funds.
- Increase the term of one (1) professional staff position (1.0 FTE) supported by appropriated and local funds.
- Increase the term of one (1) classified staff position (.72 FTE) supported by appropriated and local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State for eight (8) new positions (8.0 FTE) supported by grant and local funds, and a term increase of two (2) positions (1.72 FTE) supported by appropriated and local funds.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
APRIL 22, 2010

NEW POSITIONS

Position Title	Assistant Professor (two positions)
Type of Position	Faculty
FTE	1.0 FTE each
Term of Appointment	12 Months each
Effective Date	5/2/2010
Salary Range	\$53,000 each
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide instruction for Educational Technology courses; research, creative and scholarly work and service.
Justification of Position	Additional tenure track faculty required to support program initiatives.

Position Title	Associate Research Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$80,000
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	Materials Science & Engineering
Duties and Responsibilities	Conduct research in Materials Science discipline.
Justification of Position	Ongoing grant for lab directed research and development has been provided by the Battelle Energy Alliance for the Center for Advanced Energy Studies.

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Position Title	Sponsored Project Administrator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$40,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Sponsored Programs
Duties and Responsibilities	Provide fiscal oversight and sponsored project administration services for principal investigators, departments, and college staff who have externally-funded projects.
Justification of Position	Fiscal management of sponsored programs is critical to maintain proper oversight of restricted projects and to support faculty engaged in research projects.

Position Title	Security Analyst
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$45,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Campus Security/Police Service
Duties and Responsibilities	Provide support for the Student/Threat Assessment Team; coordinate case management; perform security analysis and collaboration with University departments.
Justification of Position	New position needed to support the overall University Security Department mission to provide a safe and secure environment for students, faculty, administration and staff.

CONSENT AGENDA
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Position Title	Manager, Student Outreach
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$50,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide oversight of all recruitment, admissions, and retention processes including advising, marketing, and promotions.
Justification of Position	Central advising and outreach function required to improve efficiency in the department.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$27,331
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Sponsored Programs
Duties and Responsibilities	Provide administrative support to the Offices of Technology Transfer and the Vice President for Research.
Justification of Position	Position needed to support Technology Transfer Office as role and responsibility continues to increase; additional administrative support needed in VP Research Office.

CONSENT AGENDA
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Position Title	Technical Records Specialist 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$23,379
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide support for student admissions and record systems, coordinate and track budgets for promotional items and other purchases and expenses.
Justification of Position	Department restructured functions to support 48% increase in enrollment over the past two years.

CONSENT AGENDA
APRIL 22, 2010

CHANGE IN POSITIONS

Position Title	Assistant Coach, Wrestling
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	Change from 9 Months to 11 Months
Effective Date	5/2/2010
Salary Range	Change from \$22,964 to \$28,067
Funding Source	.82 Appropriated;.18 Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Provide coaching, recruiting, scouting, game preparation, student counseling and promotional activities.
Justification of Position	Additional staffing levels needed to support growth and success of our number eight nationally ranked wrestling program. The increase will be funded entirely from local funds.

Position Title	Customer Service Representative 1
Type of Position	Classified
FTE	Change from .50 to .72 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	Change from \$14,026 to \$16,665
Funding Source	.52 Appropriated; .48 Local
New or Reallocation	Reallocation
Area/Department of Assignment	Registrar's Office
Duties and Responsibilities	Provide customer service and specialized information regarding Registrar's Office services, rules, policies and procedures.
Justification of Position	Additional staff level needed to provide consistent and continuous coverage in the Registrar's Office BroncoWeb Help Center.

**CONSENT AGENDA
APRIL 22, 2010**

IDAHO STATE UNIVERSITY

SUBJECT

New positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Idaho State University (ISU) requests approval to:

- Create two (2) new professional staff positions (2.0 FTE) supported by appropriated funds.
- Create one (1) new classified staff position (1.0 FTE) supported by local funds.

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

ISU's 2009 audit included a finding that the institution lacked adequate staffing related to responsibilities of financial reporting and year-end closing entries. This agenda item would authorize two new Senior Accountant positions to help address this critical workforce shortage and a third position for custodial support of the Campus Recreation facility. Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for three (3) new positions (3.0 FTE) supported by local funds.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

**CONSENT AGENDA
APRIL 22, 2010**

NEW POSITIONS

Position Title	Senior Accountant (2 positions)
Type of Position	Non-Classified
FTE	2.0
Term of Appointment	12 month
Effective Date	April 26, 2010
Salary Range	\$41,200.00 - \$52,200.00
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Finance and Administration
Duties and Responsibilities	Provide support to the Associate Controller to deal with specific financial needs related to administrative accounting and financial reporting; assist in the compilation and preparation of annual financial statements, as well as other day-to-day administrative accounting functions; and responsible for continuing assurance that ISU meet the NWASC requirements and demands for standard seven for accreditation. Experience with and knowledge of Banner ERP financial systems reports and processes is required.
Justification of Position	These positions will provide additional support to ensure that ISU is in compliance with the State Board of Education's instructions to provide additional staffing in the Controller's Office to meet the requirements of the most recent external financial statements.

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Position Title	Custodian
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 27, 2010
Salary Range	\$17,597.00
Funding Source	Local Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Campus Recreation
Duties and Responsibilities	Clean and maintain recreation/fitness center and office spaces for Campus Recreation.
Justification of Position	To provide additional custodial support necessitated by the expansion of the recreation center (approximately 32,000 additional square feet), which opens July 1, 2010.

CONSENT AGENDA
APRIL 22, 2010

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**CONSENT AGENDA
APRIL 22, 2010**

UNIVERSITY OF IDAHO

SUBJECT

New positions and reactivation of positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho requests approval to:

- Create two (2) new Faculty positions (2.0 FTE) supported by non-appropriated funds.
- Reactivate three (3) positions (3.0 FTE) supported by appropriated and non-appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to create two (2) new positions (2.0 FTE) and reactivate three (3) positions (3.0 FTE) supported by appropriated and non appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
APRIL 22, 2010**

NEW POSITIONS

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 15, 2010
Salary Range	\$60,008.00
Funding Source	Non Appropriated funds
New or Reallocation	Reallocation of existing funds (after initial Grant funding for 3 years)
Area/Department of Assignment	College of Science/Department of Statistics
Duties	Responsible for instruction and research
Justification	Position funded on IBEST/COBRE funds for 3 years, then by reallocation of funds in the College of Science.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 15, 2010
Salary Range	\$74,505.60
Funding Source	Non Appropriated funds
New or Reallocation	Reallocation of existing funds (after initial Grant funding for 3 years)
Area/Department of Assignment	College of Agricultural & Life Sciences /Department of Bio & Ag Engineering
Duties	Responsible for instruction and research
Justification	Position funded on NSF EPSCoR funds for 3 years, then by reallocation of funds in the College of Agricultural & Life Sciences.

CONSENT AGENDA
APRIL 22, 2010

REACTIVATIONS

Position Title	UI Systems Analyst
Type of Position	Exempt
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2010
Salary Range	\$54,641.60
Funding Source	Appropriated and Non Appropriated funds
New or Reallocation	Reactivation of PCN 8412
Area/Department of Assignment	Outreach/North Idaho
Duties	Responsible for IT Systems at CDA Center
Justification	Due to hiring freeze, position deleted after vacant for 12 months

Position Title	Academic Faculty
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	July 1, 2010
Salary Range	\$49,337.60
Funding Source	Appropriated funds
New or Reallocation	Reactivation of PCN 5256
Area/Department of Assignment	Library
Duties	Responsible for reference and instruction
Justification	Due to hiring freeze, position deleted after vacant for 12 months

Position Title	Financial Technician
Type of Position	Classified
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2010
Salary Range	\$29,120.00
Funding Source	Non appropriated funds
New or Reallocation	Reactivation of PCN 6282
Area/Department of Assignment	Student Affairs/Administration
Duties	Responsible financial accountability in Student Health Services
Justification	Due to hiring freeze, position deleted after vacant for 12 months

CONSENT AGENDA
APRIL 22, 2010

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CONSENT AGENDA
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head intercollegiate volleyball coach

REFERENCE

August 2005

Board approves five year contract for Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

BACKGROUND/DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the head intercollegiate volleyball coach, Debbie Buchanan for a term of five (5) years and submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, including a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract, is attached.

The term of the Employment Contract is five years, commencing on August 1, 2010, and terminating on July 31, 2015.

The annual base salary is \$83,033.60. Coach is eligible to participate in university-wide changes in employee compensation as approved by the President and Athletic Director.

There is an annual media payment of \$15,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion and NCAA tournament eligibility = 1/13 of annual salary (\$6,387)
- Top 25 national ranking at season end = 1/13 of annual salary (\$6,387)
- Conference Coach of the Year = \$4,000
- Academic achievement and behavior of team based on the following:
National rank within sport

50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th - 80th % = \$4,000
80th % or above = \$5,000

Total potential annual compensation (base salary, media payment and maximum potential incentive) is \$119,808.

CONSENT AGENDA
APRIL 22, 2010

The university will allow the coach the opportunity to earn supplemental compensation by participating in youth volleyball camps. In exchange for the coach's participation, the university shall pay the remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid. In the event a university elects not to operate a camp, the coach may do so within Board guidelines for such camps.

IMPACT

This agreement will provide a stable coaching environment for the volleyball program as well as stability and consistency for the student-athletes involved.

ATTACHMENTS

Attachment 1 – Employment Contract – clean	Page 3
Attachment 2 – Employment Contract – redline	Page 17
Attachment 3 - Contract Comparison Matrix	Page 33

STAFF COMMENTS AND RECOMMENDATIONS

Attachments 1 and 2 ("Employment Agreement") contain the terms, compensation, duties, responsibilities and conditions of employment which are summarized in the Background/Discussion, above.

Based on the terms of the contract and representations made by the institution, staff recommends approval of the contract.

BOARD ACTION

A motion to approve the University of Idaho's multi-year employment contract for head intercollegiate volleyball coach, Debbie Buchanan, for a 5 year term commencing on August 1, 2010 and terminating on July 31, 2015.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Debbie Buchanan (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate volleyball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on August 1, 2010 and terminating, without further notice to Coach, on July 31, 2015, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$83033.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate volleyball teams and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:

National rank within sport
50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th - 80th % = \$4,000
80th % or above = \$5,000

The determination shall also be based on the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere.

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to her duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth volleyball camps, the University shall pay Coach the remaining income from the youth volleyball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:

:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during

the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head volleyball coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3. NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;

- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or

outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University the following sum: (a) if the Agreement is terminated on or before August 1, 2011, the sum of \$5,000.00; (b) if the Agreement is terminated between August 2, 2011 and August 1, 2012 inclusive, the sum of \$4,000.00; (c) if the Agreement is terminated between August 2, 2012 and August 1, 2013 inclusive, the sum of \$3,000.00; (d) if the Agreement is terminated between August 2, 2013 and August 1, 2014 inclusive, the sum of \$2,000. The applicable sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to: President
University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach: Debbie Buchanan
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of her official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she has had the opportunity to consult and review this Agreement with an attorney, and has either consulted

with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

M. Duane Nellis President Date

Debbie Buchanan, Date

Approved by the Board of Regents on the ____ day of _____, 2010.

~~Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____~~(the University (College of Idaho (University),~~ and _____~~Debbie Buchanan (Coach).~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport) volleyball team (Team).~~ Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the ~~University (College)~~ University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the ~~University (College)~~ University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)~~ University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____~~(—five (5)~~ years, commencing on _____August 1, 2010 and terminating, without further notice to Coach, on _____July 31, 2015, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University (College) University's Board of ~~(Regents or Trustees)~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 ~~_____~~ In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) An annual salary of \$ ~~_____~~ \$83033.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures; Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
~~and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) _____;~~
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a ~~(bowl game the NCAA tournament pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport)~~ volleyball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and ~~(bowl or other post season) NCAA tournament~~ eligibility are achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the ~~(any published national rankings, such as final ESPN/USA Today coaches poll of Division IA football intercollegiate volleyball teams)~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport)~~ volleyball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ one-thirteenth (1/13) of ~~Coach's~~ Coach's Annual Salary in effect on the date of the final poll. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 ~~_____~~ Each year Coach shall be eligible to receive supplemental compensation ~~in an amount up to _____ (amount or computation) _____~~ based on the academic achievement and behavior of Team members ~~– if the Team’s cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:~~

National rank within sport
50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th – 80th % = \$4,000
80th % or above = \$5,000

~~The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall also be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall be eligible to receive supplemental compensation in an amount up to _____ (amount or computation) _____ based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including of \$4,000. The University (College) students, staff, faculty, alumni and boosters; and shall determine the appropriate manner in which it shall pay Coach any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.5 ~~_____~~ The Coach shall receive the sum of ~~(amount or computation) \$15,000~~ from the University ~~(College)~~ or the ~~University (College)'s~~ University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach's~~ Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such a payment shall vest on the date of the Team's Team's last regular season or post-season competition, whichever occurs later. ~~This sum shall be paid _____ (terms or conditions of, and contingent upon Coach's continued employment as of that date. Coach's right to receive any~~

such media payment)_____. under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his/her duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his/her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s University's designated media outlets.

3.2.6—(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))

Coach agrees that the University (College) has the exclusive right to operate youth (Sport)—volleyball camps on its campus using University (College) facilities.— The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s University's camps in Coach's capacity as a University (College) employee.— Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s University's youth volleyball camps.— Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.— In exchange for Coach's participation in the University (College)'s University's youth volleyball camps, —the University (College) shall pay Coach (amount) per year as supplemental compensation during each year the remaining income from the youth volleyball camps, less \$500, after all claims, insurance, and expenses of his employment as head (Sport) coach at the University (College). This amount shall be such camps have been paid (terms of payment)_____.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:

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- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the

Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 _____ Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning an ~~(Company Name)~~ Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~his~~ ^{her} duties and obligations as head ~~(Sport)~~ volleyball coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the ~~University (College)s~~University's governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)s~~University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A.C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) ~~University (College)s~~University's Handbook; (c) ~~University (College)s~~University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~volleyball conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)s~~University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3. NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~provide a written detailed account of the source and amount of all such income and benefits to the ~~University (College)s~~University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;

- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~-booster club, University ~~(College)~~-alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the University ~~(College)~~'s University's governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University ~~(College)~~'s University's Board of ~~(Trustees or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s ~~University's~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or ~~his~~ her designee shall provide Coach

with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)~~'s ~~University's~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall ~~be obligated to pay~~ pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if ~~he~~she remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to her by

University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 ~~The parties have both~~ University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and. The parties~~ have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to ~~his~~ her employment with University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach ~~for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are.~~ Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that ~~his~~ her promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in ~~his~~ her employment by entering into this Agreement and that its investment would be lost were ~~he~~ she to resign or otherwise terminate ~~his~~ her employment with the University ~~(College)~~ before the end of the contract term.

5.3.2 The Coach, for ~~his~~ her own convenience, may terminate this Agreement during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for ~~his~~ her convenience ~~he~~ she shall pay to the University ~~(College)~~, ~~as liquidated damages and not a penalty, for the breach of this Agreement the~~ following sum: (a) if the Agreement is terminated on or before _____, August 1, 2011, the sum of ~~\$305,000.00~~; (b) if the Agreement is terminated between _____ August 2, 2011 and _____ August 1, 2012 inclusive, the sum of ~~\$204,000.00~~; (c) if the Agreement is terminated between _____ August 2, 2012 and August 1, 2013 inclusive, the sum of ~~\$3,000.00~~; (d) if the Agreement is terminated between August 2, 2013 and _____ August 1, 2014 inclusive, the sum of ~~\$102,000.00~~. The liquidated damages applicable sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

_____. 5.3.4 ~~The parties have both~~ University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and. The parties~~ have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, ~~which damages that~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~ sums by Coach

and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as ~~provide~~provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~heshe~~ shall forfeit to the extent permitted by law ~~his~~her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University (College)~~University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)~~University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which ~~heshe~~ is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)~~University's student-athletes or otherwise obstruct the ~~University (College)~~University's ability to transact business or operate its intercollegiate athletics program.

5.6- No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7- Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of

the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)~~'s ~~University's~~ Board of ~~(Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)~~'s ~~University's~~ Board of ~~(Regents or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or Trustees)~~ and ~~University (College)~~'s ~~University's~~ rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the ~~_____~~ Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)~~'s ~~University's~~ direction or for the ~~University (College)~~'s ~~University's~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports ~~heshe~~ is required to produce under this Agreement may be released and made available to the public at the University (College)'s University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~ :: _____ Director of Athletics
 _____ University of Idaho
 _____ P.O. Box 442302
 _____ Moscow, Idaho 83844-2302

with a copy to: President
 _____ University of Idaho
 _____ P.O. Box 443151
 _____ Moscow, ID 83844-3151

the Coach: _____ Debbie Buchanan
 Last known address on file with
 _____ University (College)'s University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University ~~(College)'s~~ University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his~~her~~ official University~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; —Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University ~~(College)'s~~ University's Board of ~~—(Regents or Trustees)—.~~

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that ~~heshe~~ she has had the opportunity to consult and review this Agreement with an attorney, and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY ~~(COLLEGE)~~

COACH

_____, M. Duane Nellis President _____ Date _____ Debbie
Buchanan, Date

Approved by the Board of Regents on the ____ day of _____, 2010.

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**DEBBIE BUCHANAN– WOMEN’S HEAD VOLLEYBALL COACH
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	Allows for supplemental compensation if team reaches the NCAA tournament.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if team’s cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Deletes existing provisions for supplemental compensation based on ticket sales, fundraising and outreach because volleyball is not a revenue-generating sport and these provisions are therefore not applicable. Adds language allowing for additional compensation if coach is named Conference Coach of the Year.
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last game of the season. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. Payment is made contingent on coach’s compliance with University financial stewardship policies.
3.2.6 Summer Camps	3.2.6 Summer Camps	Amount of compensation for participation in University’s summer volleyball camps not specified. Coach will receive balance of income from camp after all operational expenses have been paid. Includes alternative provision allowing coach to operate summer camps as a private enterprise if the University opts not to run them. The Board has previously approved these provisions.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to...”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

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CONSENT AGENDA
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head intercollegiate women's soccer coach

REFERENCE

August 2008

Board approves two year contract for Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

BACKGROUND/DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the head intercollegiate soccer coach, Peter Showler, for a term of two (2) additional years and replacing the final 9 months of the current contract. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract and a matrix comparison to the Board model contract, is attached.

The term of the Employment Contract is two years, nine months, commencing on March 31, 2010, and terminating on December 31, 2012.

The annual base salary is \$37,689.60. Coach is eligible to participate in University-wide changes in employee compensation as approved by the President and Athletic Director.

There is an annual media payment of \$6,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion = \$1,000
- Top 20 finish in NCAA championships = \$1,000
- Team qualifies for WAC Tournament = \$2,000
- Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games) = \$500
- Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games) = \$500
- Academic achievement and behavior of team based on the following:
 - National rank within sport
 - 50th - 60th % = \$250
 - 60th - 70th % = \$300
 - 70th – 80th % = \$400
 - 80th % or above = \$450

**CONSENT AGENDA
APRIL 22, 2010**

Total potential annual compensation (base salary, media payment and maximum potential incentive) is \$49,139.60

The university will allow the coach the opportunity to earn supplemental compensation by participating in youth soccer camps. In exchange for the coach's participation, the university shall pay the remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid. In the event a university elects not to operate a camp, the coach may do so within Board guidelines for such camps.

IMPACT

This agreement will provide a stable coaching environment for the soccer program as well as stability and consistency for the student-athletes involved.

ATTACHMENTS

Attachment 1 – Employment Contract – clean	Page 3
Attachment 2 – Employment Contract – redline	Page 17
Attachment 3 - Contract Comparison Matrix	Page 33

STAFF COMMENTS AND RECOMMENDATIONS

This is a new Employment Agreement for the coach, which extends the coach's employment since his contract was last approved by the Board. Attachments 1 and 2 ("Employment Agreement") contain the terms, compensation, duties, responsibilities and conditions of employment which are summarized in the Background/Discussion, above.

Based on the terms of the contract and representations made by the institution, staff recommends approval of the contract.

BOARD ACTION

A motion to approve the University of Idaho's multi-year employment contract for head intercollegiate women's soccer coach, Peter Showler, for a 2 year, 9 month term commencing on March 31, 2010 and terminating on December 31, 2012.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SECOND AMENDED EMPLOYMENT AGREEMENT

This Second Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Peter Showler (Coach). It replaces the Amended Employment Agreement approved by the Board of Regents on _____.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years and nine (9) months commencing on March 31, 2010, and terminating, without further notice to Coach, on December 31, 2012, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$37,689.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year immediately following the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team qualifies for play in the Western Athletic Conference (WAC) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the 50th percentile or higher as follows:

National rank within sport
50th - 60th % = \$250
60th - 70th % = \$300
70th - 80th % = \$400
80th % or above = \$450

Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.7 The Coach shall receive the sum of \$6,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that

are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.8 Coach agrees that the University has the exclusive right to operate youth soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay Coach the remaining income from the youth soccer camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:

:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the

summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any

messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the soccer conference of which the University is a member.

Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those

duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the

expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and

group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before December 31, 2010, the sum of \$15,000; (b) if the Agreement is terminated between January 1, 2011 and December 31, 2011 inclusive, the sum of \$10,000; (c) if the Agreement is terminated between January 1, 2012 and December 31, 2012 inclusive, the sum of \$5,000. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to: President
University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach: Peter Showler
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

M. Duane Nellis Date
President

Peter Showler, Date

Approved by the Board of Regents on the ____ day of _____, 2010.

~~Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).~~

DRAFT

SECOND AMENDED EMPLOYMENT AGREEMENT

This Second Amended Employment Agreement (Agreement) is entered into by and between _____ ~~(the University (College of Idaho (University), and~~
 _____ ~~Peter Showler (Coach).~~ It replaces the Amended Employment
Agreement approved by the Board of Regents on _____.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ women's soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'s University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University (College)'s University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University (College)'s University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ ~~(two (2) years, and nine (9) months~~ commencing on _____ March 31, 2010, and terminating, without further notice to Coach, on _____ December 31, 2012, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University (College)'s University's Board of ~~(Regents or Trustees)~~. This Agreement in no way grants to

Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College)~~.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) An annual salary of \$~~_____~~\$37,689.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may. Coach will be determined appropriate by the eligible to receive University-wide changes in employee compensation approved by the Director and President and approved by the University (College)'s Board of (Regents or Trustees)_____;~~
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and ~~also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport)~~ coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of Coach's Annual Salary of \$1,000 during the fiscal year immediately following the year in which the championship and (bowl or other post season) eligibility are achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.1.~~ 3.2.2. Each year the Team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.23 Each year the Team is ranked qualifies for play in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) Western Athletic Conference (WAC) tournament, and if Coach continues to be employed as University (College)'s University's head (Sport) coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll \$2,000. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3

3.2.5 Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) 50th percentile or higher as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. follows:

National rank within sport

50th - 60th % = \$250

60th - 70th % = \$300

70th - 80th % = \$400

80th % or above = \$450

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.~~

~~3.2.53.2.7~~ The Coach shall receive the sum of ~~(amount or computation)~~ \$6,000 from the University ~~(College)~~ or the ~~University (College)'s~~ University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach's~~ Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such a payment shall vest on the date of the ~~Team's~~ Team's last regular season or post-season competition, whichever occurs later. ~~This sum shall be paid (terms or conditions of, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment) under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which that are broadcast on radio or television that conflict with those broadcast on the University (College)'s~~ University's designated media outlets.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~8 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ soccer camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~ University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s~~ University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s~~ University's summer football ~~University's~~

youth soccer camps, –the University (College)– shall pay Coach –(amount)– per year as supplemental compensation during each year the remaining income from the youth soccer camps, less \$500, after all claims, insurance, and expenses of his employment as head (Sport) coach at the University (College). This amount shall be such camps have been paid –(terms of payment)–.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:

:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and

staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.

- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.79 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name) Nike~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning an ~~(Company Name) product's~~ Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name) Nike~~, or give a lecture at an event sponsored in whole or in part by ~~(Company Name) Nike~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)~~ women's soccer coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name) Nike~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name) Nike~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the ~~University (College)'s~~ University's governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)'s~~ University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit ~~A.C.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) ~~University (College)'s~~ University's Handbook; (c) ~~University (College)'s~~ University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ soccer conference of which the University ~~(College)~~ is a member.

~~4.2~~ Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from

those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)~~'s University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)~~'s University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~ provide a written detailed account of the source and amount of all such income and benefits to the ~~University (College)~~'s University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the ~~University (College)~~'s University's governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the ~~University (College)~~'s University's Board of ~~(Trustees or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the

expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s ~~University's~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the ~~University (College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the ~~University (College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)~~'s ~~University's~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay to Coach, as liquidated damages and ~~not a penalty~~, the salary set forth in section 3.1.1(a), excluding all deductions required by

law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~-employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations ~~and. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages that are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages compensation by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are. Such compensation is not, and shall not be construed to be, a penalty.~~

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

_____. 5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

_____. 5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, ~~as liquidated damages and not a penalty, for the breach of this Agreement the following sums:~~ (a) if the Agreement is terminated on or before _____, ~~December 31, 2010~~, the sum of ~~\$3015,000.00~~; (b) if the Agreement is terminated between _____ ~~January 1, 2011~~ and _____ ~~December 31, 2011~~ inclusive, the sum of ~~\$2010,000.00~~; (c) if the Agreement is terminated between _____ ~~January 1, 2012~~ and _____ ~~December 31, 2012~~ inclusive, the sum of ~~\$105,000.00~~. ~~The liquidated damages Sums~~ shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

_____. 5.3.4 ~~The parties have both~~ University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed ~~without legal counsel~~ in the contract negotiations ~~and~~. ~~The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages that are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages sums by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).~~

_____. 5.3.5. Except as ~~provide~~ provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~ University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)~~'s ~~University's~~ disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)~~'s ~~University's~~ student-athletes or otherwise obstruct the ~~University (College)~~'s ~~University's~~ ability to transact business or operate its intercollegiate athletics program.

5.6- No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7- Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~-employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)~~'s ~~University's~~ Board of ~~(Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)~~'s ~~University's~~ Board of ~~(Regents or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or Trustees)~~ and ~~University (College)~~'s ~~University's~~ rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the _____ Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)~~'s ~~University's~~ direction or for the ~~University (College)~~'s ~~University's~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole

property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~ therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University (College)~~ University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~: _____ Director of Athletics
 _____ University of Idaho
 _____ P.O. Box 442302
 _____ Moscow, Idaho 83844-2302

with a copy to: President
 _____ University of Idaho
 _____ P.O. Box 443151
 _____ Moscow, ID 83844-3151

the Coach: _____ Peter Showler
 Last known address on file with
~~University (College)~~'s University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the ~~University (College)~~'s University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by ~~University (College)~~'s University's Board of ~~(Regents or Trustees)~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney; and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY ~~(COLLEGE)~~

COACH

_____, ~~President~~ M. Duane Nellis
Date

Date _____ Peter Showler,

President

Approved by the Board of ~~(Regents or Trustees)~~ on the ____ day of _____,
2000 _____, 2010.

**PETER SHOWLER – WOMEN’S SOCCER COACH
AMENDED MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if team finishes in the top 20 in the NCAA championships.
3.2.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if qualifies for play in WAC tournament.
3.2.3 Supplemental Compensation	3.2.6 Supplemental Compensation	Modifies allowance for supplemental compensation based on academic performance. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	This section would have provided for supplemental compensation based on ticket sales, fundraising and outreach. Soccer is not a revenue-generating sport and it is therefore not applicable. Adds supplemental compensation for winning record.
	3.2.5 Supplemental Compensation	Adds new paragraph allowing for supplemental compensation for achieving 12 wins in season.
3.2.5 Supplemental Compensation	3.2.7 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last contest of the season. Payment is made contingent on the team’s academic performance. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season.
3.2.6 Summer Camps	3.2.8 Supplemental Compensation	Amount of compensation for participation in University’s summer soccer camps not specified. Coach will receive balance of income from camp after all operational expenses have been paid. Adds alternative language allowing coach to operate private summer camps if University opts not to run them.
3.2.7 Footwear, apparel and equipment	3.2.9 Footwear, apparel and equipment	Number of section changed. No substantive changes.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to...”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.

5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

CONSENT AGENDA
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Authorization for amendment to existing services contract to exceed \$500,000

REFERENCE

December 2, 2009

SBOE Executive Director approval for SEM, LLC

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.6. and Section V.C.2.a.

BACKGROUND/DISCUSSION

The Fire Research and Management Exchange System (FRAMES) is a web-based system for ongoing information and technology transfer between the wildland fire management and research communities, and their publics. FRAMES is an ongoing program operated out of the College of Natural Resources in collaboration with the US Forest Service and the US Geological Survey. The National Interagency Fuels, Fire and Vegetation Technology Transfer (NIFTT) and the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE) are two partners that FRAMES has collaborated with since 2003.

NIFTT was established to coordinate, develop, and transfer consistent, efficient, science-based fuel and fire ecology assessment tools and trainings. LANDFIRE's data products are designed to facilitate national- and regional-level strategic planning and reporting of wildland fire management activities. NIFTT is responsible for creating tools that utilize the LANDFIRE data and also for training land and wildland fire managers in the appropriate use of these tools and data.

Since NIFTT's inception it has contracted with Systems for Environment Management (SEM). SEM has a unique historical relationship to development of wildland fire and fuel management applications. They are a non-profit company incorporated in 1977 with a Master Memorandum of Understanding (MMU) with the Rocky Mountain (Intermountain) Research Station (RMRS) Fire Laboratory in Missoula, Montana.

In addition, the work by FRAMES with NIFTT supports the University of Idaho (UI) Research Office's priority to create capacity for research data management. FRAMES is actively participating in the development of this initiative. The need for increased capacity for data management amongst wildland fire and natural resource professionals in support of decision making is becoming more apparent as new tools and datasets, such as the ones created by NIFTT and LANDFIRE, are generated.

CONSENT AGENDA
APRIL 22, 2010

SEM is a primary contractor for services through FRAMES, providing a unique skill base and technology capabilities, which are specific to the wildland fire enterprise. SEM provides these services under an existing contract which received approval from the Board Executive Director in December 2009. The term of this contract runs from October 1, 2009 to September 30, 2010.

IMPACT

The University previously received \$315,728 of federal funds for the SEM contract, which were applied to services under the contract between October 1, 2009 and January 31, 2010. The University has now received an additional \$367,499.20 in federal funding to expand and extend the services supplied under the SEM contract, to be applied between February 1, 2010 and May 31, 2010. Further the University anticipates additional federal funds (in a substantially equivalent amount) for further expansion of services between June 1, 2010 and September 30, 2010, the termination date of the contract. The second amount of federal funds and the anticipated third funding to be received by the University will increase the total services to be performed under the SEM contract to greater than \$500,000.

The University seeks approval from the Regents to modify the contract, as set forth in the attached Amendment Number 2 (see Attachment 2) to increase the services to accommodate the additional federal funding received as well as the anticipated third funding in an amount yet to be determined but anticipated to be substantially equivalent to the amounts in the first two fundings.

ATTACHMENTS

Attachment 1 – SEM, LLC Contract

Page 3

Attachment 2 – Amendment Number 2 to SEM, LLC Contract

Page 41

STAFF COMMENTS AND RECOMMENDATIONS

This is a request to amend a professional services contract to increase the amount of services delivered based on actual and projected additional federal funding. Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho for authority to increase the amount of services to be delivered under the SEM, LLC contract (Service contract number 2010-343), and to authorize the Vice President of Finance and Administration of the University to execute the Amendment Number 2 to such contract in substantial conformance with the amendment form submitted to the Board in the agenda materials.

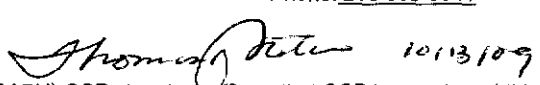
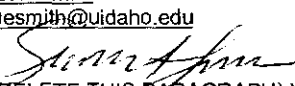
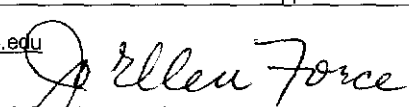
Moved by _____ Seconded by _____ Carried Yes _____ No _____

Contract Approval Document – Page 1 of 2

Services Agreement – UI LONG FORM – Services over \$5,000 – can include consulting, construction
 Contract Approval Document for University use only and must accompany any contract being forwarded for signature.
 Complete each row. Contact Risk Management x 7177 with any questions regarding this form.

Initiating Department s responsible for Sections 1 and 2

Section 1 - To be completed by Initiating Department

Contract Type/ID #:	Services Agreement – LONG FORM READ THIS NOTE: If the services to be provided are connected to a grant or grant subcontract, contact Office of Sponsored Programs before preparing contract (*). If the services to be provided are subject to bid requirements, contact Purchasing before preparing contract. Pre-review by Risk Mgmt and University Counsel are recommended for contracts of any complexity or those requiring Regent's approval.	
UI Dept, Program or Project:		
Other Party:	SEM LLC Other party is never a UI entity. If using unmodified UI Services Agreement LONG FORM, obtain signature of other party, and Certificate of Insurance, before forwarding contract to Purchasing / Sponsored Programs / Administrative Affairs.	
Contact Information for Other Party:	Name: <u>Collin D. Bevins</u> Title: <u>Managing Member</u>	Phone: <u>(406) 728-7130</u> Email: <u>cbevins@montana.com</u> FAX: <u>(406) 721-5490</u>
Description of Services to be Provided:	See attachment Attach an additional sheet if necessary. If you attach an additional sheet, indicate in this box that you have an attachment.	
(*)Office of Sponsored Program Approval	Name: <u>Tom Stotler</u> Phone: <u>208 885-6341</u> Email: <u>tstotler@uidaho.edu</u> Signature: 	
OSP SIGNS HERE	(DO NOT DELETE THIS PARAGRAPH) OSP signature affirms that OSP has reviewed this contract and that it conforms to the fiscal and operational obligations of the grant.	
Conflict of Interest:	Does a University employee have a personal or financial relationship with this Vendor? Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, please complete the conflict disclosure process-forms and directions available at http://www.president.uidaho.edu/default.aspx?pid=105615 . If you have any questions please contact Gene Merrell, Chair of Conflicts and Ethics committee.	
Renewal of Expiring Contract:	Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach expiring contract	
Certificate of Insurance	Certificate of Insurance from other party is attached: Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No", explain why: <u>Self Insured (see Exhibit B)</u> The other party wants us to provide a Certificate of Insurance: Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," Worksheet for Certificate of Financial Responsibility is attached: Check box <input type="checkbox"/> Yes <input type="checkbox"/> No	
Source of Contract Wording:	Unmodified UI Standard Services Agreement: Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If terms and conditions of standard form have been modified, contact Risk Mgmt X7177 immediately for further instructions. Use "track changes" to highlight requested changes to UI form.	
Contract Term:	October 1 st , 2009 through September 20 th , 2010	
Consideration:	<input checked="" type="checkbox"/> UI is paying the other party – See "Contract Cost" below <input type="checkbox"/> UI is receiving income or other consideration from the other party – See "Contract Income" below	
Contract Cost:	If UI is paying the other party, enter cost of the contract per term of contract (including expenses): <u>\$315,728.00</u> Enter the annual cost of the contract: <u>N/A</u>	
Sources of Funds:	Budget Number: <u>GNK133</u>	
Contract Income or Other Consideration:	If UI is receiving income from the other party, enter the amount of income per term of contract: _____ Enter the annual income received: _____ If UI is receiving other consideration* from the other party, describe below: * i.e., services, assigning rights to the other party, or other forms of consideration	
Contact info of contract preparer* and Recommendation for Approval:	Name: <u>Susan Smith</u> Phone: <u>208 885-2098</u> Email: <u>suesmith@uidaho.edu</u> Signature: 	
* If contract prepared by other party, use this for UI contract handler	(DO NOT DELETE THIS PARAGRAPH) Your signature affirms that you have reviewed the contract for its content; that any deviations from standard form language have been reviewed with and approved by General Counsel; and that the information on this Contract Approval Document is correct.	
Contact info of Chair / Dept Mgr and Recommendation for Approval:	Name: <u>JoEllen Force</u> Phone: <u>208 885-7311</u> Email: <u>joellen@uidaho.edu</u> Signature: 	
	(DO NOT DELETE THIS PARAGRAPH) Your signature affirms that you approve the purpose of this contract; have reviewed the contract for its content; that it conforms to University policies; that any deviations from standard form language have been reviewed with and approved by General Counsel; that the information on this Contract Approval Document is correct; and you approve this contract for review and signature.	
Distribution:	After approval by VPFA, Administrative Affairs will secure approval of other party if for some reason other party has not yet signed. After document is fully signed, Administrative Affairs will retain a copy and send original to other party. Copies are sent to the contract preparer. Contract preparer is responsible for document retention and any further distribution within the unit. If you need different distribution, please indicate.	
Special Requirements:	Any deadlines or other special information?	

CONTINUED ON THE NEXT PAGE

University of Idaho

Contract Approval Document
Services Agreement – OTHER PARTY'S FORM - Rev. 6/15/09
 Page 2 of 2

Section 2 - To be completed at College, Major Administrative Unit or Division Level	
Fiscal Review Funds Availability Verification/Encumbrance OR Income/Consideration Review	Name of fiscal administrator: <u>Pam Bell</u> Phone: <u>208 885-6658</u> Email: <u>pambell@uidaho.edu</u> Signature: <u>Pam Bell</u> Date: <u>10/16/09</u> (DO NOT DELETE THIS PARAGRAPH) Your signature affirms that funds from the specified budget are available for this contract OR that you have reviewed income or other consideration and it is appropriate and acceptable to you.
Dean/AVP Senior Administrator Approval:	Name: <u>William McLaughlin</u> Phone: <u>208 885-6442</u> Email: <u>billm@uidaho.edu</u> Signature: <u>William McLaughlin</u> Date: <u>10/16/09</u> (DO NOT DELETE THIS PARAGRAPH) Your signature affirms that you approve the purpose of this contract; have reviewed the contract for its content; that it conforms to University policies; that any deviations from standard form language have been reviewed with and approved by General Counsel; that the information on this Contract Approval Document is correct; and you approve this contract for review and signature.
* Regent's Approval Information:	If Regent's approval is required, consult with University Counsel.
Section 3 - To be completed by Central Administration	
Authorizing Policies/Rules:	SBOE Governing Policies & Procedures Section V.I.3.a Acquisition of Personal Property and Services.
Purchasing Review / Approval / Date:	ATTACH RFP Name: _____ Signature: _____ Date: _____
Legal Review / Approval / Date:	Name: _____ Signature: _____ Date: _____
Risk Review / Approval / Date:	Name: <u>Nancy Spink</u> Signature: _____ Date: _____
* Regents/ISBE ED Approval	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required If required, DATE of REGENT'S APPROVAL: <u>Enacted 12-3-09</u> Contracts for services between \$250,000 and \$500,000, either in total or through time purchase or other financing agreements, require approval of the SBOE Executive Director. Contracts exceeding \$500,000 require approval of the Regents. Contracts for services relating to acquisition or development of new administrative software or systems that materially affect administrative operations of the University by adding new services require prior discussion with the Executive Director. (See http://www.idahoboardofed.org/policies/v/i.asp Contracts for other services do not require Regents or ED approval. If ED discussion or approval is required, consult with UI legal counsel. If Regents approval is required, process through Business Affairs agenda; if neither discussion nor approval are required, initial and forward for institutional approvals.
Recommend VPFA Approval: /Date:	Name: _____ Signature: _____ Date: _____ Your signature affirms that the agreement (with any and all attachments) is complete and all policy requirements have been fulfilled, and recommends signature of Vice President for Finance and Administration as chief institutional contracting officer.
VPFA Approval/Date:	Name: <u>Lloyd Mues</u> Signature: <u>[Signature]</u> Date: <u>12-11-09</u>

UNIVERSITY OF IDAHO
CONTRACT FOR SERVICES

This Agreement is made between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Institution"), and SEM LLC a corporation with its principal place of business in Missoula, Montana and with authority to do business in the State of Idaho ("Contractor"), collectively the Parties.

RECITALS

- A. Institution desires to obtain the services of Contractor; and
- B. Contractor claims to have expertise and experience to provide the services described herein for the benefit of the Institution.

TERMS

The Parties in recognition of the good and valuable consideration as further described herein agree as follows:

1.0 Scope of Services

1.1 Contractor agrees to perform such professional services as are set forth in this Agreement with the standard of professional care and skill customarily provided in the performance of such services, and Institution agrees to pay Contractor such amounts as are specified in this agreement, all upon the following terms and conditions:

1.2 Contractor agrees to provide the deliverables set forth in **Exhibit A**, attached hereto and incorporated herein.

1.3 Contractor shall provide such services as are necessary to provide the deliverables set forth in Exhibit A.

1.4 Contractor agrees to perform as set forth in sections 1.2 and 1.3 to the satisfaction of Institution.

1.5 Institution's liaison overseeing the services provided under this Agreement is Greg Gollberg, who is located at University of Idaho, Department of Forest Resources, Moscow, ID 83844-1133; Voice: (208) 885-9756; Fax: (208) 885-5534.

1.6 The parties may from time-to-time extend the scope of services and deliverables or omit services and deliverables previously ordered, and the provisions of this Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both parties in order to be effective.

2.0 Fees and Expenses.

2.1 Institution agrees to pay a maximum fee of Three hundred fifteen thousand seven hundred twenty eight and 00/100 dollars (\$315,728.00) for services, out-of-pocket expenses and deliverables rendered by Contractor hereunder, including all amounts already paid.

2.2 The total fee, and any reimbursement for incidental out-of-pocket expenses identified in section 2.4, shall be payable upon completion of the work. An application for payment of fees and expenses, accompanied by proper documentation, including receipts, shall be submitted by Contractor to Institution upon completion of the work, said application to cover and include all fees earned and expenses incurred. Contractor shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not included on the application. Institution reserves the right to require reasonable additional supporting documentation from Contractor. All applications for payment shall be on forms acceptable to or approved by Institution.

2.3 Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Contractor hereunder. Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the payment of income, social security, and other employment taxes for itself and subcontractor(s) of any tier.

2.4 Institution shall reimburse the following out-of-pocket expenses:

- (1) Airplane travel for ____ person(s) (coach only), not to exceed \$ ____.
- (2) One rental car in an amount not to exceed \$ ____ per day.
- (3) Lodging for ____ person(s) for ____ night(s) not to exceed \$ ____ per day.
- (4) Meals for ____ person (s) for ____ day(s) not to exceed \$ ____ per day.
- (5) Other as follows: see attached

2.5 Fees for services not within the scope of this Agreement shall be at an hourly rate to be negotiated in writing by the parties.

3.0 Term.

The services to be rendered by Contractor under this Agreement shall commence not later than October 1st, 2009, and be completed by September 30, 2010. Time is of the essence for this Agreement. This term may be extended beyond such completion date if Institution agrees to the extension in writing.

4.0 Contractor's Capacity and Responsibilities.

4.1 It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of Institution. Contractor and Contractor's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

4.2 Contractor shall not have the authority to enter into any contract or agreement to bind Institution and shall not represent to anyone that Contractor has such authority.

4.3 Contractor represents and warrants to Institution that in performing the services called for hereunder Contractor will not be in breach of any agreement with a third party.

4.4 In the event that Contractor subcontracts for the services to be provided herein, Contractor shall remain liable for all obligations and commitments under this Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.1 Contractor agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to or learned by Contractor during the course of this Agreement unless Contractor has received the prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Contractor at the time of disclosure by Institution, directly or indirectly;

5.1.2 Is or shall become, through no fault of Contractor, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Contractor by a third party without restriction or disclosure.

5.2 This provision shall survive expiration and termination of this Agreement.

6.0 Property Rights and Reports.

6.1 Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Contractor solely, or with others, resulting from the performance of services pursuant to this Agreement is the property of Institution, and Contractor hereby agrees to assign all rights therein to institution. Contractor further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.

6.2 Contractor shall provide five (5) copies of the deliverables to be provided under this Agreement on or before September 30th, 2010. Institution shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms and media now and hereafter known and developed.

6.3 This provision shall survive expiration and termination of this Agreement.

7.0 Suspension or Termination of Contract.

Institution reserves the right to suspend indefinitely or terminate the contract and the services to be rendered by Contractor for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by Institution on the basis of the portion of the total work actually completed up to the time of such termination.

8.0 Indemnification and Hold Harmless.

8.1 Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Contractor.

8.2 Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses,

damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance of the Consulting Services, including performance of subcontractor(s) of any tier, except to the extent such are caused by the negligence of Institution.

8.3 This provision shall survive the termination of this agreement.

9.0 Insurance

9.1 General Requirements

9.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 9.0, and to provide Institution with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the Institution within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to Institution prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 9.0. **Exhibit B**, the Request for Certificate of Insurance, provides a list of instructions for the insurance agent or broker of the Contractor and its subcontractor(s) of any tier.

9.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

9.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Institution may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at Institution's option.

9.1.4 All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

9.1.5 Failure of Institution to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

9.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, Institution does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to Institution in this Lease.

9.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an

injury or a claim is received; (b) cooperating completely with Institution in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the Institution from protecting its interests.

9.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

9.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

9.2.2 Commercial Auto Insurance. If applicable, Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

9.2.3 Personal property. If applicable, Contractor and its subcontractor(s) of any tier shall purchase insurance to cover personal property of Contractor and its subcontractor(s) of any tier. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

9.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

9.2.5 Professional Liability. If available generally to members of the professions of Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such

controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

11.0 Notice.

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the Institution: Vice President for Finance and Administration
University of Idaho
P.O. Box 443168
Moscow, ID 83844-3168
Phone: (208) 885-6174
Fax: (208) 885-5504

With a copy to (University contact):

University of Idaho
P.O. Box 44____
Moscow, ID
Phone: (208) 885-____
Fax: (208) 885-____

the Contractor: Collin Bevins
SEM LLC
808 Woodford Street
Missoula, MT 59801

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

12.0 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 Contractor and an authorized representative of Institution.

13.0 Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum.

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of 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.

15.0 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.

16.0 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.

17.0 Assignment.

Contractor may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

18.0 Accounting; Audit.

For a period of three (3) years following completion of the services called for hereunder, Institution or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination and Affirmative Action.

19.1 Contractor 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. The Contractor 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 Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

19.1.1 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). Contractor 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).

19.1.2 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).

19.1.3 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^o11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

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

19.2 The Contractor 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.

20.0 Representations and Warranties.

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has familiarized itself with the local conditions under which this agreement is to be performed.

21.0 Compliance with Rules, Regulations, and Instructions.


Contractor shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as breach.

Some provisions of this Agreement may not be applicable, and those sections do not need to be completed by the parties. Please see attached **Exhibit C** for a list of provisions that are specifically excluded from this Agreement and, therefore, have no legal force or effect on the parties signing this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

INSTITUTION:

The Regents of the University of Idaho

Signature:  12-11-09

Name:

For: Lloyd Mues

Title:

Vice President for Finance & Administration
for the Regents of the University of Idaho

CONTRACTOR:

Signature: 

Name (please print):

Collin Bevins

Title:

Managing Member

Date: _____

Date: _____

October 21, 2009

STATEMENT OF WORK

Project Title: National Interagency Fuels Technology Transfer (NIFTT) Work Plan Development

Vendor: Systems for Environmental Management (SEM)

Contract Value: \$315,728.00

Appendix A provides general information about the National Interagency Fuels Technology Transfer (NIFTT) work plan status, tasks for fiscal year 2010, and implications for tasks beyond 2010. The work represents the combined program for SEM, as well as other vendors and federal employees and cooperators.

Appendix B provides the lists of tasks to be accomplished with an assigned lead or co-lead in the third column. SEM is required to deliver the tasks where they have the "assigned lead or co-lead" with "Status/ETA" identified for the fall of 2009 and developmental work needed for tasks to be delivered after the fall of 2009 as specified in the task list. SEM is also required to coordinate and cooperate with other vendors, federal employees, and cooperators where "assigned lead" requires support work or advice and review by SEM.

Through recent weekly conference calls the tasks where SEM has the identified "assigned lead or co-lead" with "Status/ETA" identified for the fall of 2009 and developmental work needed for tasks to be delivered after the fall of 2009 have been negotiated. The estimated value by SEM for time, materials, and related expense is \$315,728.00 with \$25,000.00 of that estimated as costs of travel and supplies. This is acceptable to the University of Idaho and fits within the original estimates developed with the Forest Service in the Joint Venture Agreement. Delivery of these tasks can be modified based on changes in requirements imposed upon SEM by the University of Idaho or the Forest Service. The amount of estimated travel and supplies may also be increased to some extent within the whole contract value or if the estimated amount is not needed can be shifted into salaries.

Completed work will be billed to the University of Idaho on a monthly basis as a percentage of completion of the contract value. In each monthly billing supporting information will be provided as to status of each task that was completed or partially completed, names, contact information, and skill category of each person working on the task, and hours/hourly rate and travel/supplies expended on that task.

APPENDIX A

NIFTT Work Plans – Status and Fiscal Year 2010

August, 2009

National Interagency Fuels, Fire, and Vegetation Technology Transfer (NIFTT)

NIFTT Work Plans – Status and Fiscal Year 2010

August, 2009

Multi-year Objective – develop, maintain, and update a comprehensive curricula of courses, workshops, skill and learning development tools, and helpdesk solutions to support landscape analyses of fuel conditions and associated fire and vegetation dynamics applications that use LANDFIRE and other spatial and non-spatial data.

Fiscal Year 2010 Objective – Maintain user access, upgrade for ArcGIS version and agency Information Technology (IT) requirements, and complete development and helpdesk solutions for a first set of landscape analysis tools, online and workshop trainings, and fire regime condition class guidebook that use LANDFIRE National or Refresh data and enhance integration of local spatial or non-spatial data. This set provides learning pathways and tools focused on developing skills in interpretation of landscape fuel conditions and associated fire behavior, effects, regimes, geospatial applications, and management implications.

I. Learning Tools Work Plan

The resources applied to this work focus on the development of curricula tools that aid users in understanding how to characterize and interpret complex landscape conditions for fuels, associated fire and vegetation dynamics, and download and apply LANDFIRE data or enhance with local data. Tool design and development is integrated with the development of the online and workshop delivery. Primary learning tools for assessing and understanding landscape fuel conditions and associated implications for fire behavior, effects, regimes, and vegetation dynamics include the Fire Behavior Assessment Tool (FBAT), First Order Fire Effects Map Tool (FOFEM_MT), Fire Area Simulator (FARSITE), FireFamilyPlus, Fire Regime Condition Class Map Tool (FRCC_MT) and software application (FRCCSA), ArcGIS analyses of LANDFIRE vegetation layers, and the Vegetation Dynamics Development Tool (VDDT) models. Primary tools for learning to download, investigate, understand, and edit spatial data include the LANDFIRE Data Tool (LFDt), Area Change Tool (ACT), and

Multi-Resource Integration Tool (MRIT). Additional non-spatial applications and geospatial utilities are transferred when needed to enhance an integrated understanding of landscape conditions and dynamics. To simplify the number of tools the FBAT and FOFEM_MT will be replaced by the Wildland Fire Assessment Tool (WFAT) that includes the new FUELCALC map tool.

Tool	Current Version	Next Version	Release Date	Release Date	Release Date	Description of Planned Improvements
Fire Regime Condition Class Mapping Tool (FRCCMT)	2.2.0	3.0.0	Winter 2009	Summer 2010	Winter 2010	Addition of Frequency & Severity equations to FRCC calculations. Updating help utility, tutorial, and user guide.
Fire Regime Condition Class Software Application (FRCCSA)	1.3.2.4	2.0.3.0	Winter 2009	Summer 2010	Winter 2010	Addition of Summarization Unit reports and improvements to the user interface. Updating help utility, tutorial, and user guide.
Area Change Tool (ACT)	3.0.2	3.1.0	Spring 2011	Fall 2011	Spring 2012	Updating workflow to include queryable update capability. Updating help utility, tutorial, and user guide.

Fire Behavior Assessment Tool (FBAT)	1.3.0					Replace with Wildland Fire Assessment Tool (WFAT).
First Order Fire Effects Model Mapping Tool (FOFEMM T)	1.1.0					Replace with Wildland Fire Assessment Tool (WFAT).
Multi-scale Resource Integration Tool (MRIT)	2.1.0	2.2.0	Spring 2010	Fall 2010	Spring 2011	Improve user interface to increase usability. Updating help utility, tutorial, and user guide.
LANDFIRE Data Access Tool (LFDAT)	2.1	2.2.0	Winter 2009	Summer 2010	N/A	Migrate to Arc 9.4, replacing VB6 code, which is not supported in 9.4. Updating help utility, tutorial, and user guide.
Clip and Join Tool	2.0.0					
Join Attributes Tool	3.0.0	3.1.0	Spring 2010	N/A		Join attributes from additional formats.
Project and Join Tool	2.0.0					
Wildland Fire Assessment Tool (WFAT)		2.2.0	Fall 2009	Spring 2010	Fall 2010	Replace FBAT/FOFEMM T, add Mortality and Multi-Raster Reclass Tool. Updating help utility, tutorial, and user guide.

Wildland Fire Assessment Tool (WFAT)	2.3.0	Winter 2010	Summer 2010	Add FuelCalc.
Migrate existing ArcTools to Ar 9.4		Spring 2010	N/A	
Fuel Calc (non-spatial)	2.0	Winter 2010	Summer 2011	Finish development from prototype. Updating help utility, tutorial, and user guide.
First Order Fire Effects (FOFEM) Engine Test Harness (non-spatial)		Fall 2009		Run off same FOFEM engine that WFAT is using.
First Order Fire Effects (FOFEM) (non-spatial)	6.0	Winter 2010	Summer 2011	Run off same FOFEM engine that WFAT is using. Updating help utility, tutorial, and user guide.
LANDFIRE Fuels Mapping Tool	2.0	Summer 2011	Winter 2011	Migrate the prototype tool built for the LANDFIRE effort to a supportable, user friendly, deployable tool. Updating help utility, tutorial, and user guide.

Online and Workshop Courses Work Plan

The resources applied to this area of work focus on the development and delivery of curricula for learning skills in analysis and interpretation of landscape fuel conditions and associated implications for fire, other disturbances, vegetation dynamics, and applications and local enhancement of LANDFIRE data. A priority is given to development of effective methods for online and workshop delivery and associated help to transfer introductory, intermediate, and advanced science and technology. The work is developed in an integrated nature with the programmers of the learning tools to provide a geospatial tool exercise in an applied learning environment. Through this environment and post-curricula experience on local landscapes students gain landscape ecology skills that enhance or enable their abilities to characterize and interpret local conditions and develop solutions to achieving management objectives. This greatly improve their effectiveness at delivering project planning, implementation, and monitoring, as well as developing agency and organization bench strength in landscape ecology and geospatial analysis.

Courses currently available:

Course	Status/ ETA
LANDFIRE: Concepts, Data, & Methods	Available online
Fire Regime Condition Class (FRCC) v. 1.3	Available online
Introduction to the 40 Fire Behavior Fuel Models	Available online
Using Fire Behavior Nomographs to Estimate Fire Behavior Characteristics	Available online
GIS Tools for Wildland Fire & Fuels Planning using LANDFIRE Data:	Individual tool lessons added incrementally (see below)
Fire Regime Condition Class Mapping Tool (FRCCMT) lesson	Available online
First Order Fire Effects Model Mapping Tool (FOFEMMT) lesson	In progress. ETA: Summer 2009
Area Change Tool (ACT) lesson	In progress. ETA: Fall 2009
Fire Behavior Assessment Tool (FBAT) lesson	In progress. ETA: Fall 2009
Multi-scale Resource Integration Tool (MRIT) lesson	2010

Courses in Development:

Course	Status / ETA
Introduction to the Fuel Characteristic Classification System (FCCS) v. 2.0	August 2009
Introduction to the Fuel Loading Models (FLMs)	In progress. ETA: Fall 2009
Introduction to Wildland Fire Behavior Modeling	In progress. ETA: Winter 2009/2010

Additional NIFTT products & contributions:

Course / Informational Document	Status / ETA
NIFTT Learning Pathways	Available online incrementally – Fire Regimes Learning Pathway posted, Fire Behavior and Effects in Development, Vegetation Dynamics dependent on LANDFIRE Refresh and LANDFIRE-TNC production
Course: Geospatial Fire Analysis, Interpretation, & Application (S-495) Online Pre-work Modules	Available online (yearly basis)
Document: Using the LANDFIRE Biophysical Settings Model Descriptions	Available online
Document: Fire Behavior and Effects Assessment – A Guide to Understanding and Creating Weather, Wind, & Fuel Moisture Files	Available online (draft version)
Workshop: 438 - Integrated Fuels Planning (basic & advanced components)	2010 – on hold since 2008 due to core instructors involvement in LANDFIRE Refresh
Course: Field Observer (S-244) Online Modules	2010 – In Development in coordination with working group; NIFTT providing framework for online delivery

FRCC Work Plan

The resources applied to this area of work focus on the development and delivery of curricula and learning skills in analysis and interpretation of landscape fire regimes and fire regime condition class (FRCC), as well as maintenance and update of the Interagency Guidebook for consistency with developments in LANDFIRE reference conditions and FRCC science and data. A priority is given to providing rapid updates of guidance and reference conditions for use of the FRCC map tool and standard software application to provide output calculations and maps that represent the most

recent science findings to support FRCC project and landscape analysis. The work is developed in an integrated nature with the programmers of the learning tools and the instructors, editors, and course managers in the courses component to provide both a geospatial and non-spatial tool exercises in an applied learning environment.

Development/Explanation	Due
Conduct sensitivity testing for stand FRCC thresholds; develop findings and recommendations	Summer 2009
Incorporate threshold changes to stand CC calculations	Summer 2009
<ol style="list-style-type: none"> 1. Fix current technical problem in mapping tool 2. Create frequency/severity raster creation tool <ol style="list-style-type: none"> a. User-friendly attributing GUI box for freq. and sev. b. Make this savable for new analysis 3. Create mapping tool results summary tool 	Winter 2009
Investigate why online certification course not being completed. Contact FRAMES.	Summer 2009
Develop current frequency and severity table for northern Rocky Mountain region. Hand off to for mapping tool testing.	Summer 2009
Contact TNC for FRCC suggestions	Summer 2009
Update FRCC forms to reflect changes in field names and fields to be deleted	Summer 2009
Revise FRCC Guidebook. <ol style="list-style-type: none"> 1. New methods 2. Re-named fields 3. Deleted fields 4. Updated TOC, glossary, and appendices 	Summer 2009
Resolve existing problem in mapping tool	Summer 2009
Develop and distribute beta of mapping tool	Summer 2009
Present NIFTT and FRCC update plan to NIFCG	Summer 2009
Develop frequency and severity raster creator tool	Summer 2009
Create new mapping tool to include the combined regimes and veg mapping tool	Early 2010
Develop more visually appealing FRCC summary table in mapping tool	Summer 2009
Summarize list of new field names and fields to be deleted	Summer 2009
Update mapping tool summary report to include frequency and severity information	Summer 2009
Determine availability and existence of national HUC 4, 5, 6 layers	Summer 2009
Provide inputs and examples for example study areas	Summer 2009
Begin FRCC user's guide and help files	Summer 2009

Explore use of other assessment area delineations rather than HUCs	Summer 2009
Begin revising the online FRCC offerings (lessons, etc)	Fall 2009
Begin work on FRCCSA user's guide	Winter 2009/2010
Tools beta release, both software app and mapping tool	Winter 2009
FRCC report (first tab) function done in mapping tool	Fall 2009
New or revised logo on all resources	2010
Complete and publish case study or scale implications in FRCC publications	2010
Develop new user guide and help utility	2010
Update fire.org website with new FRCC resources	2010
Release of all FRCC resources	Spring 2010
Finish FRCC mapping tool to incorporate summary tools for hierarchical assessment areas <ul style="list-style-type: none"> Explore using shape files to delineate subdivisions such as RDs, mgmt areas, FWAs/FMU/FMP, etc. 	Fall 2010

NIFTT Helpdesk

Provide fast and efficient help to users of NIFTT, LANDFIRE, & FRCC tools and trainings	Ongoing
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Appendix B

Listing of Tasks for Fiscal Year 2010

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
0	NIFTT Leadership	Jones, Havlina, Keane, Iverson, Schon, Hann	NIFTT management	Ongoing - Fall 2009 through Summer 2010	Day-to-day decisions on task deliverable modifications, procurement priorities, and user support.
1	Course	Schon, Hann, SEM, Barrett, Acadia West	LANDFIRE: Concepts, Data, & Methods	Available online-update 2010	Teaches basics of LANDFIRE including how to download; does not teach FLM or FCCS or application tools
2	Course	Barrett	Fire Regime Condition Class (FRCC) v. 1.3	Available online- update 2010	Teaches methods & mgt implications for fire regimes and condition classes in Interagency Guidebook & LANDFIRE
3	Course	Scott	Introduction to the 40 Fire Behavior Fuel Models	Available online- no update required	Teaches Scott & Burgan fuel models
4	Course	Scott	Using Fire Behavior Nomographs to Estimate Fire Behavior Characteristics	Available online- no update required	Teaches Scott & Burgan process for nomographs
5	Course	Hann, SEM	Introduction to Wildland Fire Behavior Modeling	In progress. ETA: Fall 2009	Basics of surface and canopy fire behavior; adapted from S-495 materials & BEHAVE help & tutorials
6	Course	SEM	Introduction to the Fuel Characteristic Classification System (FCCS) v. 2.0	Available online - may need update to respond to feedback - Spring 2010	Not taught in basic LANDFIRE course- inputs for FOFEM, other fire effects modeling, and smoke modeling
7	Course	SEM	Introduction to the Fuel Loading Models (FLMs)	In progress. ETA: Winter 2010	Not taught in basic LANDFIRE course- inputs for FOFEM, other fire effects modeling, and smoke modeling
8	Course	Schon	GIS Tools for Wildland Fire & Fuels Planning using LANDFIRE Data	Individual tool lessons added incrementally (8.1-8.5)	Teaches spatial evaluation using LANDFIRE or local data inputs. Coordination of lessons.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
8.1	Course	Barrett, SEM	Fire Regime Condition Class Mapping Tool (FRCCMT) lesson	Available online- may need update to respond to feedback - Spring 2010	Fire regimes and condition class spatial applications
8.2	Course	SEM	First Order Fire Effects Model Mapping Tool (FOFEMMT) lesson	In progress. ETA: Fall 2009	Fire effects (consumption, heating, smoke, mortality) spatial applications
8.3	Course	Schon, Hann	Fire Behavior Assessment Tool (FBAT) lesson	In progress. ETA: Winter 2010	Fire behavior (spread, intensity, crown fire) spatial applications
8.4	Course	Acadia West, Hann, SEM	Area Change Tool (ACT) lesson	In progress. ETA: Winter 2010	Editing and updating data or changing based on treatment or disturbance
8.5	Course	McNicoll, Acadia West, SEM	Multi-scale Resource Integration Tool (MRIT) lesson	In progress. ETA: Winter 2010	Spatial prioritization based on inputs (behavior, effects, condition class, WUI, wildlife, etc.)- simplified EMDS
9	Course	Schon, SEM	Course: Geospatial Fire Analysis, Interpretation, & Application (S-495)	Pework available online (yearly basis) - ETA Winter 2010	Online and editing support to cadre'in return for use of their prework materials in NIFTT online courses
10	Course	Schon, SEM	Course: Field Observer (S-244)	Pework to be available online (yearly basis) - Winter 2010	Online and editing support to cadre'in return for use of their prework materials in NIFTT online courses
11	Course	Barrett, SEM	Document: Using the LANDFIRE Biophysical Settings (BPS) Model Descriptions	Available online - no update required	Teaches use of BPS descriptions for evaluating mgt implications and designing treatments or mgt options
12	Course	Hann, Pence	Document: Fire Behavior and Effects Assessment - A Guide to Understanding and Creating Weather, Wind, & Fuel Moisture Files	Available online- update Winter 2010	Teaches use of various weather data and analysis systems to develop appropriate inputs for fire behavior and effects models for landscape assessment, incidents, or projects
13	Course	Schon, SEM	NIFTT Learning Pathways	Available online incrementally - Spring 2010	FRAMES blackboard function to step students from basics to advanced for specialty areas: fire regimes, fire behavior, fire effects, or geospatial landscape analysis. Coordination and FRAMES management.
14	Course	Schon	Workshops	Available as scheduled	Various workshops that require face-to-face teaching & learning
14.1	Course		Workshop: Integrated Fuels Planning (basic & advanced components)	Materials developed - workshops on hold	Teaches concepts of Identify, Analyze, Prioritize, Change, & Evaluate w/ tool exercises and LANDFIRE Data

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
14.2	Course	Barrett, SEM, DeMeo	Workshop: Technical Fire Management (TFM) Module - LANDFIRE & Geospatial Tools for Fuels Planning	Materials developed - October 2009 delivery	1 day session in TFM teaching LANDFIRE data and application tools
14.3	Course	Barrett, SEM, DeMeo	Workshop: Continuing Ed in Ecosystem Mgt (CEEM) Module - LANDFIRE & Geospatial Tools for Fuels Planning	Materials developed - April 2010 delivery	1 day session in CEEM teaching LANDFIRE data and application tools
15	FRCC	Havlina, Jones	Revise FRCC Guidebook.	Responds to feedback from field personnel - ETA Fall 2009	Interagency Guidebook used by field personnel to determine FRCC and by LANDFIRE for mapping FRCC. Coordination.
15.1	FRCC	Barrett, SEM	1. Revised methods	Complete except for minor edits/updates - ETA Fall 2009	Methods account for both landscape and stand level condition fire regime and condition class based on veg/fuel departure and on fire frequency/severity departure
15.2	FRCC	Barrett, SEM	2. Re-named fields	Complete except for minor edits/updates - ETA Fall 2009	
15.3	FRCC	Barrett, SEM	3. Deleted fields	Complete except for minor edits/updates - ETA Fall 2009	
15.4	FRCC	Barrett, SEM	4. Updated TOC, glossary, and appendices	Complete except for minor edits/updates - ETA Fall 2009	
15.5	FRCC	Barrett, SEM	Summarize list of new field names and fields to be deleted	Complete except for minor edits/updates - ETA Fall 2009	
15.6	FRCC	Barrett	Conduct sensitivity testing for stand FRCC thresholds; develop findings and recommendations	In progress: ETA Fall 2009	Responds to feedback from field relative to lack of sensitivity of CC2 for field projects and FRCC Mapping Tool
15.7	FRCC	Barrett, SEM	Incorporate threshold changes to stand CC calculations	In progress: ETA Fall 2009	
15.8	FRCC	Barrett	Contact TNC for FRCC suggestions	In progress: ETA Fall 2009	
15.9	FRCC	Barrett, SEM	Update FRCC forms to reflect changes in field names and fields to be deleted	Complete except for minor edits/updates - ETA Fall 2009	
16	FRCC	SEM	Resolve existing problems in FRCC mapping tool	Complete except for minor fixes - ETA Fall 2009	Respond to feedback from field relative to items that can be fixed in near-term
16.1	FRCC	SEM	Finish FRCC mapping tool to incorporate summary tools for hierarchical assessment areas	Complete except for minor fixes - ETA Fall 2009	

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
16.2	FRCC	SEM	Develop more visually appealing FRCC summary table in mapping tool	Complete except for minor fixes - ETA Fall 2009	
16.3	FRCC	SEM	FRCC report (first tab) function done in mapping tool	Complete except for minor fixes - ETA Fall 2009	
16.4	FRCC	Barrett, SEM	Develop updated user guide and help utility	In progress: ETA Fall 2009 - ETA Fall 2009	
17	FRCC	SEM, Barrett	Create new FRCC mapping tool to include the combined regimes and veg mapping tool - ETA Spring 2010	ETA for version 1.01 - Spring 2010	Responds to feedback from field relative to lack of fire freq/severity departure in FRCC Map Tool & LANDFIRE mapping
17.1	FRCC	SEM	1. Develop frequency and severity raster creator tool	In progress: ETA Winter 2010	
17.2	FRCC	SEM	2. Create frequency/severity raster creation tool	In progress: ETA Winter 2010	
17.21	FRCC	SEM	a. User-friendly attributing GUI box for freq. and sev.	In progress: ETA Winter 2010	
17.23	FRCC	SEM	b. Make this savable for new analysis	In progress: ETA Winter 2010	
17.3	FRCC	SEM	Update FRCC mapping tool summary report to include frequency and severity information	In progress: ETA Winter 2010	
17.3	FRCC	SEM	3. Create mapping tool results summary tool	In progress: ETA Winter 2010	
17.4	FRCC	SEM	Develop and distribute beta of mapping tool	ETA Spring 2010	
17.5	FRCC	Barrett, SEM	Begin FRCC user's guide and help files	ETA Spring 2010	
17.6	FRCC	Schon, Barrett, SEM	Begin revising the online FRCC offerings (lessons, etc)	ETA Summer 2010	
17.7	FRCC	Barrett, Acadia West, SEM	Provide inputs and examples for example study areas	ETA Summer 2010	

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
18	FRCC	Acadia West, SEM	Determine availability and existence of national HUC 4, 5, 6 layers	In progress: ETA Winter 2010	Responds to feedback from field relative to being forced to use HUCs or LANDFIRE Map Zones
18.1	FRCC	Barrett	Complete and publish case study or scale implications in FRCC publications	In progress: ETA Winter 2010	
18.2	FRCC	Acadia West, Barrett	Explore use of other assessment area delineations rather than HUCs	In progress: ETA Winter 2010	
18.3	FRCC	Acadia West, Barrett	Explore using shape files to delineate subdivisions such as RDs, mgmt areas, FWAs/FMU/FMP, etc.	In progress: ETA Winter 2010	
19	FRCC	Barrett, SEM	Begin work on FRCC SA user's guide	In progress: ETA Winter 2010	
20	FRCC	SEM	Tools beta release, both software app and mapping tool	In progress: ETA Winter 2010	
21	FRCC	SEM	Update fire.org website with new FRCC resources	In progress: ETA Winter 2010	
22	FRCC	Schon, SEM	Release of all FRCC resources	In progress: ETA Summer 2010	
23	FRCC	Schon, FRAMES, SEM	Investigate why online certification course not being completed.	In Progress: Fall 2009	
24	FRCC	Schon, FRAMES, SEM	New or revised logo on all resources	In progress: ETA Summer 2010	
25	FRCC	Barrett, SEM	Develop current frequency and severity table for northern Rocky Mountain region. Hand off to for mapping tool testing.	In progress: ETA Spring 2010	
26	Learning Tool	Schon, Axiom, SEM	LANDFIRE Data Access Tool (LFDAT)	FY 2010; High priority to release as close as possible behind release of arcGIS 9.4	Migrate to Arc 9.4; replacing VB6 code, which is not supported in 9.4. Updating help utility, tutorial, and user guide.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
27	Learning Tool	SEM	Clip and Join Tool	Released - update based on user input - Winter 2010	When download data from web or LFDAT it comes in a square; use this tool to clip to unit or project boundaries & rejoin attributes
28	Learning Tool	SEM	Join Attributes Tool	Released - update based on user input - Winter 2010	Join attributes from additional formats.
29	Learning Tool	SEM	Project and Join Tool	Released - update based on user input - Winter 2010	When download data from web or LFDAT comes in a projection that is not useful for small landscapes or projects. This tool changes the projection and rejoins the attributes
30	Learning Tool	SEM, Barrett	Fire Regime Condition Class Mapping Tool (FRCCMT)	Released - update based on user input - Winter 2010	Addition of Frequency & Severity equations to FRCC calculations. Updating help utility, tutorial, and user guide.
31	Learning Tool	SEM, Barrett	Fire Regime Condition Class Software Application (FRCCSA)	Released - update for changes in guidebook methods - Winter 2010	Addition of Summarization Unit reports and improvements to the user interface. Updating help utility, tutorial, and user guide.
32	Learning Tool	SEM	Fire Behavior Assessment Tool (FBAT)	Released - update based on user input - Winter 2010	Replace with Wildland Fire Assessment Tool (WFAT) by Summer 2010.
33	Learning Tool	SEM, Axiom, FMI	First Order Fire Effects Model Mapping Tool (FOFEMMT)	Released - update based on user input - Winter 2010	Replace with Wildland Fire Assessment Tool (WFAT) by Summer 2010.
34	Learning Tool	SEM, Axiom, FMI	Wildland Fire Assessment Tool (WFAT)	In progress: ETA Summer 2010	Replace FBAT/FOFEMMT; add Mortality. FuelCalc, Burn Severity, and Multi-Raster Reclass Tool. Updating help utility, tutorial, and user guide.
34.1	Learning Tool	SEM, Axiom, Scott	Wildland Fire Assessment Tool (WFAT)	In progress: ETA Spring 2010	Add FuelCalc.
34.11	Learning Tool	SEM, Axiom, Scott	Fuel Calc (non-spatial)	In progress: ETA Spring 2010	Finish development from prototype. Updating help utility, tutorial, and user guide.
34.2	Learning Tool	SEM, Axiom, Scott, FMI	First Order Fire Effects (FOFEM) (non-spatial)	In progress: ETA Spring 2010	Run off same FOFEM engine that WFAT is using. Updating help utility, tutorial, and user guide.
34.21	Learning Tool	SEM, Axiom, Scott, FMI	First Order Fire Effects (FOFEM) Engine Test Harness (non-spatial)	In progress: ETA Spring 2010	Run off same FOFEM engine that WFAT is using.
35	Learning Tool	SEM, Acadia West	Area Change Tool (ACT)	Released - update based on user input - Winter 2010	Updating workflow to include query-able update capability. Updating help utility, tutorial, and user guide.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
36	Learning Tool	SEM, McNicoll, Acadia West	Multi-scale Resource Integration Tool (MRIT)	Released - update based on user input - Winter 2010	Improve user interface to increase usability. Updating help utility, tutorial, and user guide.
37	Learning Tool	SEM, Acadia West	Migrate existing ArcTools to Arc 9.4	In progress: ETA Fall 2009-Spring 2010	ArcGIS 9.4 changes usually cause some glitches in application tools. These require fixes.
38	Learning Tool	Jones, Hann, TNC, ESSA, SEM, LANDFIRE O&M	LANDFIRE Futuring Tool (LFFT?; acronym undecided)	In progress: ETA dependent on LANDFIRE Refresh GeoArea schedule. Start GeoArea Versions Winter 2010 - Fall 2011.	Spatial futuring tool generated from LANDFIRE Refresh transition, disturbance, and treatment data. In development by TNC and ESSA.
39	Learning Tool	Jones, Hann, SEM, LANDFIRE O&M	LANDFIRE Fuels Mapping Tool	LANDFIRE Refresh should finish for SE by Fall 2010. Start GeoArea Versions Winter 2010 - Fall 2011.	High demand from field personnel that have attended LF fuels calib. Migrate the prototype tool built for the LANDFIRE effort to a supportable, user friendly, deployable tool. Updating help utility, tutorial, and user guide.
40	Learning Tools	Jones, Hann, SEM, LANDFIRE O&M, FMI, Acadia West, Axiom	LANDFIRE Update Tools	LANDFIRE Refresh should finish for SE by Fall 2010. Start GeoArea Versions Winter 2010 - Fall 2011.	Vegetation Transition Tool and other tools built by LANDFIRE O&M that can be used at GeoArea or locally to update LANDFIRE vegetation layers or improve accuracy.
41	NIFTT helpdesk	Schon, Jones, Havlina, Hann, SEM, Acadia West, Barrett, FMI, TNC, LANDFIRE O&M	Provide fast and efficient help to users of NIFTT, LANDFIRE, & FRCC tools and trainings	Ongoing - Fall 2009 through Summer 2010	Usually respond to email, web, or phone help requests within 1 business day. Some help request require fixes, remote service/support, or service/support visits.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
42	NIFTT information & website mgt	Schon, SEM, FRAMES	Provides information to guide users	Ongoing - Fall 2009 through Summer 2010	Current information on NIFTT projects, LANDFIRE projects, online courses, workshops, help, download of learning tools, and other pertinent information.
43	NIFTT and cooperator testing & feedback	Schon, Jones, Havlina, Hann, SEM, Acadia West, Barrett, FMI, TNC, LANDFIRE O&M	Provides information to technology development & transfer cooperators.	Ongoing - Fall 2009 through Summer 2010	Provide review & testing of NIFTT & cooperator analysis processes, learning materials, & learning tools.

EXHIBIT B

Not Applicable Provisions

Section 9: Insurance is deleted in its entirety and replaced with:

9.0 Insurance: Contractor is an independent contractor and shall not be covered by Institution's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor's coverage shall be in accordance with Idaho law, and Contractor shall maintain Employer's Liability with limits of not less than \$100,000/\$500,000/\$100,000 and shall mail a Certificate of Insurance to University of Idaho, Risk Management, PO Box 443162, Moscow, Idaho 83844-3162 within seven (7) days of signing the contract. Failure of Institution to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.

Exhibit B

Request for Certificate of Insurance to be sent to University of Idaho
RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.
CERTIFICATE RECEIVED WITHOUT THIS SHEET WILL NOT BE APPROVED.

Contractor (Insured) is required to carry the types and limits of insurance shown in this Request, and to provide the University of Idaho with a Certificate of Insurance within 7 days of the signing of the contract.

- Certificate Holder shall read:
State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162
- Description area of certificate shall read: "Contracting Agreement with [Insert Named Insured]"
- 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 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 policies (except Workers Compensation and Professional Liability) shall name the following as an Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of the University to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Institution's option.
- By requiring this insurance, University does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

Required Insurance Coverage. Contractor shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella / Excess Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an Contractor contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. If applicable, Contractor shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Personal property. If applicable, Contractor shall purchase insurance to cover Contractor's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.
- Workers' Compensation. Contractor shall maintain all coverage statutorily required of the Contractor, and coverage shall be in accordance with the laws of Idaho. Contractor shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If available generally to members of the Contractor's profession, Contractor shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Carry Salonen, Risk Management Officer, Institution of Idaho.
PH (208) 885-7177. FAX (208) 885-9490
csalonen@uidaho.edu

EXHIBIT C

Not Applicable Provisions

Section 9: Insurance is deleted in its entirety and replaced with:

9.0 Insurance: Contractor is an independent contractor and shall not be covered by Institution's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor's coverage shall be in accordance with Idaho law, and Contractor shall maintain Employer's Liability with limits of not less than \$100,000/\$500,000/\$100,000 and shall mail a Certificate of Insurance to University of Idaho, Risk Management, PO Box 443162, Moscow, Idaho 83844-3162 within seven (7) days of signing the contract. Failure of Institution to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.



IDAHO STATE BOARD OF EDUCATION

650 W. State Street P.O. Box 83720 Boise, ID 83720-0037
 208/334-2270 FAX: 208/334-2632
 e-mail: board@osbe.idaho.gov
www.boardofed.idaho.gov

December 2, 2009

Lloyd Mues
 Vice President for Finance & Administration
 Administration Building, Room 211
 PO Box 443168
 University of Idaho
 Moscow, ID 83844-3168

RE: Purchase of Professional Services

Dear Lloyd;

This letter is in response to your November 25, 2009 request for approval for the purchase of professional services from Systems for Environmental Management related to the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE) for a total cost of \$315,728.

The State Board of Education requires approval for the purchase of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000). Staff has reviewed the above request, and pursuant to the authority delegated to the Executive Director under Board Policy V.I.3.a., this correspondence will confirm authorization to proceed with this purchase as requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Rush".

Mike Rush
 Executive Director

attachment
 MR/mec

LANDFIRE also known as the Landscape Fire and Resource Management Planning Tools Project, is a five-year, multi-partner project producing consistent and comprehensive maps and data describing vegetation, wildland fuel, and fire regimes across the United States. It is a shared project between the wildland fire management programs of the U.S. Department of Agriculture Forest Service and U.S. Department of the Interior.

Based on the cost proposed by SEM, LLC, the price for this service is considered fair and reasonable. SEM, LLC is considered a responsible proposer.

This purchase request has been processed in accordance with the State Board of Regents policies and procedures, as well as University policies and procedures.

The University of Idaho

Approved By: Clay E. Mues

Date: 11/25/09

The Regents of the University of Idaho

Approved By: Mike Reed

Date: 12-3-09

Request for Executive Director of Board of Regents Approval
for Purchases between \$250,000 and \$500,000

Date:	November 25, 2009
Requisition No.:	R0015000
Department:	College of Natural Resources

ACTION:

This is a request to purchase LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). This purchase has been requested by Greg Gollberg of the College of Natural Resources.

BUDGET IMPACT:

The total cost of this purchase is \$315,728.00. It will be charged to budget number GNK133.

PROCUREMENT METHOD:

This is a sole source purchase request. Listed below is additional information:

The contractor Systems for Environmental Management (SEM) are uniquely qualified in terms of staff and skill set to complete the statement of work 2009-2010. Much of the work is the ongoing development of training materials and tools (e.g., Fire Regime Condition Class Mapping Tool, Fire Regime Condition Class Software Application, Area Change Tool, Wildland Fire Assessment Tool, First Order Fire Effects Monitoring Tool, and LANDFIRE Fuels Mapping Tool) that they have been engaged with for several years. Their involvement with maintaining, modifying, and improving these tools plus their engagement with parallel efforts to train wildland fire professionals on the use of these tools is critical to the success of the project.

The FRAMES program and personnel from CNR have worked with the National Interagency Fuels, Fire and Vegetation Technology Transfer (NIFTT) group since it was organized in 2003. We host their website at www.nifftt.gov. NIFTT is sponsored by the National Interagency Fuels Coordination Group (NIFCG) (see <http://www.nifc.gov/fuels/overview/nifcGroup.html>) and LANDFIRE.

NIFCG was established under the guidance and direction of the Fire Directors of the Bureau of Land Management, the Bureau of Indian Affairs, the National Park Service, USDA Forest Service, and the Fish and Wildlife Service; the Chief of the Forest Service, and the Directors of the named Department of the Interior (DOI) Bureaus and the Deputy Commissioner of the Bureau of Indian Affairs.

University of Idaho

Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202
208-885-6116
208-885-6060 FAX

DATE: November 25, 2009

TO: Jana Stotler, Controller
Business & Accounting Services

FROM: Christopher Johnson, Director
Contracts & Purchasing Services

SUBJECT: Request for Approval from Executive Director of Board of Regents

Please find attached a request to solicit approval from the Executive Director of the Board of Regents for the purchase of LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). This purchase has been requested by Greg Gollberg of the College of Natural Resources.

If this purchase meets your approval, please forward the request to Lloyd Mues.

No further action will be taken by Purchasing Services until approval is given. If you have any questions, please call me at (208) 885-6126, fax to (208) 885-6060, or e-mail cjohnson@uidaho.edu.

Thank you for your assistance.

Approved: Jana Stotler

Date: 11/25/09

DATE: November 25, 2009

TO: Lloyd Mues, Vice President
Division of Finance and Administration

FROM: Jana Stotler, Controller
Business & Accounting Services

SUBJECT: Request for Approval from Executive Director of Board of Regents

Please find attached a request to solicit approval from the Executive Director of the Board of Regents for the purchase of LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). This purchase has been requested by Greg Gollberg of the College of Natural Resources.

Purchasing Services will hold this request until approval is given.

If you have any questions, please call me at 885-6530.

Thank you for your assistance.

Matt Freeman

From: Mues, Lloyd [lmues@uidaho.edu]
Sent: Monday, November 30, 2009 1:12 PM
To: Matt Freeman
Cc: Stotler, Jana
Subject: RE: Executive Director Approval

Matt,

The source of funds is a grant from the USDA.
 Presently there is approximately \$510K remaining in the account.

Should be good to go.

Lloyd

From: Matt Freeman [mailto:Matt.Freeman@osbe.idaho.gov]
Sent: Monday, November 30, 2009 8:58 AM
To: Mues, Lloyd
Subject: RE: Executive Director Approval

Lloyd,

Before I send this on to Mike for his approval, I wanted to check with you on what the fund source(s) is for this purchase.

Thanks,
 Matt

From: Eisinger, Debra [mailto:DEBBIEE@uidaho.edu]
Sent: Wednesday, November 25, 2009 3:17 PM
To: Tracie L. Bent
Cc: Matt Freeman
Subject: Executive Director Approval

Good afternoon ~

Attached is a request for Executive Director approval for the purchase of LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). If you have any questions, please let me know. Thanks so much.

Debbie

Debbie Eisinger
 Executive Assistant to the Vice President
 Division of Finance and Administration
 University of Idaho
 PO Box 443168
 Moscow, Idaho
 208-885-6174

**AMENDMENT NUMBER 2 TO THE UNIVERSITY OF IDAHO
SERVICE CONTRACT NUMBER 2010-343**

This Amendment (the “Amendment”) is made and entered into, effective as of February 10, 2010 (the “Effective Date”), by and between SEM, LLC (hereinafter called “the Contractor”), and the University of Idaho (hereinafter called “the University”), concurrently with and as an Amendment to Contract Number 2010-343 (hereinafter called “the Agreement”). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will supersede the terms of the original Agreement and will be controlling. The term “Agreement,” as used herein, will collectively refer to Contract Number 2010-343 as modified by this superseding Amendment.

1.1 FEES and EXPENSES

Section 2.1 is amended to read in its entirety as follows:

The initial funding for this contract has been received by the Institution in the amount of Three hundred fifteen thousand seven hundred twenty eight and 00/100 dollars (\$315,728). A second funding for this contract has been received by the Institution in the amount of Three hundred sixty-seven thousand four hundred ninety-nine and 20/100 dollars (\$367,499.20). A third funding for this contract is anticipated but not yet received by the Institution, the amount of which is anticipated to be in the general range of the first and second funding amounts.

The Institution agrees to pay a maximum fee not to exceed the total of the funding described above, actually received by the Institution, for services, out-of-pocket expenses and deliverables rendered by Contractor hereunder. No services shall be performed, expenses incurred, or deliverables rendered hereunder until the Institution has confirmed in writing, signed by the Director of Contracts and Services, and delivered to Contractor, that funds necessary for payment have been received by the Institution.

3.0 Term.

Section 3.0 is amended to add the following language:

The initial funding term of this contract shall commence not later than October 1st 2009. The maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this initial term shall not exceed the initial funding commitment therefore, received by the University, in the amount of Three hundred fifteen thousand seven hundred twenty eight and 00/100 dollars (\$315,728.00).

A second funding term of this contract, for continuation of the services to be rendered by Contractor under this Agreement, shall run from February 1, 2010 to May 31, 2010. The maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this second term shall not exceed the second funding commitment therefore, received by the University, in the amount of Three hundred sixty-seven thousand four hundred ninety-nine and 20/100 dollars (\$367,499.20).

A third funding term of this contract, for continuation of the services to be rendered by Contractor under this Agreement, is anticipated to run from June 1, 2010 to September 30, 2010. The maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this third term shall not exceed the third funding commitment therefore to be received by the University. The third funding term of this contract is expressly contingent upon receipt by the University of the committed funds, and the maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this third term shall not exceed the actual amount of the third funding commitment received by the University. Work under the third term of this contract shall not commence until and after the University has notified the Contractor in a writing signed by the Director of Contracts and Purchasing Services, that such third funding commitment has been received and setting forth the full amount of such third funding commitment.

12 ENTIRE AGREEMENT

This Amendment along with the original Service Contract Number 2010-343 as amended constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Amendment is February 10, 2010.

For the Regents of the
UNIVERSITY OF IDAHO

SEM, LLC

Signature

Signature

Christopher P. Johnson

Name

Director, Contracts and Purchasing Services

Title

Date

Date

CONSENT AGENDA
APRIL 22, 2010

SUBJECT

Public School Facilities Cooperative Funding Program – Plummer-Worley School
District #44: District Supervisor Report

REFERENCE

February 2010

Appointment of District Supervisor

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-909

BACKGROUND/DISCUSSION

At the February 2010 meeting, the Board asked that they be kept informed of progress on the construction of the PK-6 school in Plummer-Worley School District #44. The District Supervisor is now under contract and the project is moving forward. There have been a number of initial meetings with various groups including the District Board of Trustees, the District administration, the State Panel, the Department of Building Safety, City of Plummer officials, and the architectural firm. In addition, a draft schedule, a draft budget, and internal fiscal guidelines have been developed. Other activities include initial site assessment activities, the development of educational specifications, and the first steps in schematic design. Potential sub-consultants to the architectural firm are being reviewed and a value engineering team is being assembled.

ATTACHMENTS

Teater Consulting, LLC Monthly Report

Page 3

STAFF COMMENTS

This is the first monthly report that the District Supervisor will be providing on the status of the Plummer-Worley School construction project. Since the project is just starting, there were no expenditures to report. Next month's report will include a financial report.

BOARD ACTION

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

CONSENT AGENDA
APRIL 22, 2010

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Educational Specialists

March 31, 2010

Dr. Mike Rush, Executive Director
Idaho State Board of Education
Len B. Jordan Building
650 W. State Street
Boise, ID 83720-0095

Dr. Rush,

The project to build a PK-6 elementary school for the Plummer-Worley School District is moving forward as planned – on schedule and within budget. A number of activities have occurred or are underway in the planning phase of the project:

03-02-10	Establishment of working relationships with District leaders
03-03-10	Development of enrollment projections for District
03-05-10	Determination of architect selection compliance by David Rogers, District Counsel
03-09-10	Order issued to begin site assessment procedures
03-12-10	Establishment of financial fund and accounting structure in District
03-15-10	Finalization of work plan and contract
03-17-10	Development of preliminary project schedule
03-17-10	Development of preliminary project budget
03-19-10	Establishment of OSBE and SDE fiscal reimbursement guidelines
03-23-10	Draft educational specifications delivered to ALSC Architects
03-25-10	Agreement in principle reached with ALSC regarding architectural contract
03-26-10	Value engineering team leader identified and list of required documents provided
03-29-10	Initial contact with Tribe regarding historical review
03-31-10	Monthly progress report submitted

Our firm has participated in a number of meetings to keep the project on schedule. (In addition to the meetings listed below, there have been numerous meetings by phone and conversations via email.) Listed below is a brief summary of the key meetings:

02-26-10	Project start-up meeting with Dr. Mike Rush
03-02-10	Project start-up meeting with Judi Sharrett and District team
03-05-10	Internal start-up meeting for Teater Consulting
03-08-10	PWSD Board of Trustees regular monthly meeting
03-09-10	Preliminary meeting with Project Team (including ALSC Architects)
03-10-10	Educational specification workshops begin
03-11-10	Meeting with Dr. Mike Rush and Facilities Panel
03-18-10	Meeting with State Building Safety officials and City of Plummer Mayor
03-23-10	Project Team meeting

8128 N. Stone Haven Dr.
Hayden, ID 83835
208-818-0357
daveteater@verizon.net

03-01-10	Initial contact with local newspaper reporter
03-16-10	Attended State Board of Education Hearing in Worley re: annexation petition
03-18-10	Initial contact with PIO for State Building Safety
03-25-10	Agendas developed for PWSD Facilities Planning Committee and PTO meeting
03-29-10	District web site developed for construction project

#	Task name	Start date	2010												2011												2012											
			Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		Mar	Apr	May	Jun							
1	Project Initiation	3/1/2010																																				
2	Data Gathering and Interviews	3/15/2010																																				
3	General Administration	4/1/2010																																				
4	Planning	3/15/2010																																				
5	Schedule Development	3/15/2010																																				
6	Construction Management	3/15/2010																																				
7	Financial Management	4/15/2010																																				
8	Communications	3/1/2010																																				

David Treater

David Teater
Teater Consulting, LLC

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Northern Idaho Consortium for Higher Education (NICHE)
Local Operations Committee – Summary Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. Program Approval and Discontinuance
Idaho State Board of Education Governing Policies and Procedures, Section III.Z. Delivery of Postsecondary Education

BACKGROUND/DISCUSSION

The Northern Idaho Consortium for Higher Education (NICHE) is a collaborative effort formed by agreement among the University of Idaho (UI), North Idaho College (NIC), Idaho State University (ISU), Boise State University (BSU), and Lewis-Clark State College (LCSC) to meet educational needs in Northern Idaho.

The Local Operations Committee (LOC) consisting of representatives from each institution has provided a progress report highlighting this year's activities. Some highlights include implementation of IdahoGoes!, a marketing-based effort to increase educational attainment. Accomplishments include creation of 14+ marketing initiatives, coordination of advertisements, and coordination of outreach efforts.

The LOC also reorganized staff due to budget cuts this year. A program coordinator position was eliminated, and a Student Service Task Force was formed to help coordinate services and opportunities for students. The LOC will also be looking into a Statewide College Access Network with partners such as Albertsons Foundation and GEAR UP.

ATTACHMENTS

Attachment 1 – NICHE Summary Report (Powerpoint)

Page 3

BOARD ACTION

A motion to accept the Northern Idaho Consortium for Higher Education (NICHE) Local Operations Committee Summary Report.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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2009-2010

**North Idaho Consortium
for Higher Education**

Annual Report

Local Operations Council

Boise State University

Mark Wheeler
Dean, Extended Studies
mwheeler@boisestate.edu
208-426-1140

Idaho State University

Steve Adkison
Associate Vice-president,
Academic Programming & Review
adkistep@isu.edu
208-282-4026 (office)

Lewis-Clark State College

Cyndie Hammond
Regional Director, CDA Campus
cjhammond@lcsc.edu
208-292-2674 (office)
208-661-7521 (cell)

North Idaho College

Eric Murray
Vice-president for Student Services
eric_murray@nic.edu
208-769-3369 (office)
208-699-8064 (cell)

University of Idaho

Larry Branen
Associate Vice-president,
Northern Idaho
branen@uidaho.edu
208-292-2530 (office)
208-659-4399 (cell)

Budget Overview



Higher Education Population

(unduplicated headcount)

- ISU = 7 graduate students
- NIC = 5852 freshman, sophomore, & PTE undergraduate students
- LC = 400 junior & senior undergraduate students
- UI = 240 junior & senior undergraduates (200+ non-degree seeking students)
- UI = 160 graduate students
- BSU = 22 graduate students

2009-2010 Evolution

2009: LOC

- Director of Joint Communications (Jay Baldwin)
 - Student Services Task Force
 - Idaho Goes Team

2010: LOC

- Student Services Task Force
- Idaho Goes Team





IdahoGOES Team

Highlights

ATTACHMENT 1

- Created **14+** marketing initiatives
 - Examples
 - Digital photo frames
 - Financial aid collateral material
 - Discover More cards
 - IdahoGOES website: www.idahogoes.org
- Coordinated advertising
- Coordinated outreach efforts

Student Service Task Force

Highlights

- Coordinated disability services efforts
- Coordinated health services efforts
- Cross campus leadership opportunities
student government
- Agreement regarding computer lab usage
- Update & Develop MOU's

Testing Center

Highlights

- The Testing Center, jointly supported by NICHE and NIC, served the following populations in Summer and Fall 2009
 - 2000 Enrollment Tests Administered
 - 3499 NIC tests proctored
 - 459 LCSC tests proctored
 - 120 UI tests proctored
 - 742 tests proctored from “Other Institutions”

Statewide Relationships

Highlights

- College Access Network
 - Albertson's Foundation
 - Gear Up
 - NICHE "Idaho Goes"

Mission

Through collaboration, the North Idaho Consortium of Higher Education will ensure that Region I residents have easy, clear, and seamless access to post-secondary education/training options and high quality student services.

Goals

- **Encourage** IdahoGOES Team and Student Service Task Force to develop joint innovative and entrepreneurial marketing, recruitment strategies, and quality student services
- **Suggest, approve, and monitor** budget requests
- **Oversee** team/task force goals, action plans, and outcomes
- **Assist** with Education Corridor planning and development
- **Participate** in state-wide post-secondary education access initiatives

Anticipated Outcomes

- Increased enrollment
- Improved educational attainment rate
- Enhanced inter-institutional student services
- Shared fiscal/human resources
- Well trained/educated workforce
- Improved Region I economy
- State/regional recognition for institutional collaboration

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CONSENT AGENDA
APRIL 22, 2010

SUBJECT

Alcohol Permits Approved by University Presidents

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

BACKGROUND/DISCUSSION

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by and in compliance with Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the February, 2010 Board meeting. Since that meeting, Board staff has received fifty-two (52) permits from Boise State University, fifteen (15) permits from Idaho State University, and fifteen (15) permits from the University of Idaho.

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

ATTACHMENTS

List of Approved Permits by Institution

page 3

BOARD ACTION

A motion to accept the report as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
APRIL 22, 2010

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**CONSENT AGENDA
APRIL 22, 2010**

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY January 2010 - December 2010		
EVENT	LOCATION	DATE (S)
EMBA Info Open House	Stueckle Sky Center	1/27, 3/10, 4/28 & 6/7/10
Bailey Financial Group Annual Banquet	Stueckle Sky Center	1/29/10
Natnl Letter of Intent Signing Day Bronco Football Radio Show	Stueckle Sky Center	2/3/10
YMCA-Trey McIntyre Project	SUB	2/5/10
President/Legislature Office Dinner	Hall of Fame	2/11/10
Hopkins Wedding	Stueckle Sky Center	2/13/10
SBOE Dinner	Stueckle Sky Center	2/17/10
IEEE Banquet	SUB	2/17/10
Bronco Primetime	Stueckle Sky Center	2/18, 3/18 & 4/22/10
HP "Hit Print Together"	Stueckle Sky Center	2/18/10
Boise Fire Dept Awards Banquet	Stueckle Sky Center	2/19/10
Bronze Bronco Banquet	Stueckle Sky Center	2/22/10
Circle of Excellence Banquet	Stueckle Sky Center	2/26/10
Steinway Campaign Event	Morrison Center	2/26/10
Children's Home Society 14 th Annual Gala	Stueckle Sky Center	2/27/10
Blue Cross of ID 2010 Legislative Dinner	Stueckle Sky Center	3/3/10
St. Joseph's School Crab Feed & Auction	Stueckle Sky Center	3/6/10
RIS Annual Auction	Stueckle Sky Center	3/12/10
Leahy Celtic Music	Morrison Center	3/13/10
Roosevelt PTA Fundraiser	Stueckle Sky Center	3/19/10
Jason Aldean Concert	Taco Bell Arena	3/20/10
Allen/Turner Wedding	Stueckle Sky Center	3/20/10
Salute to Shakespeare – Boise Philharmonic	Morrison Center	3/20/10

**CONSENT AGENDA
APRIL 22, 2010**

EVENT	LOCATION	DATE (S)
Morgan-Bantam Wedding	Stueckle Sky Center	3/26/10
Boise Code Camp & Tech Fest	SUB	3/27/10
Harris/Ferguson Wedding	Stueckle Sky Center	3/27/10
CATS	Morrison Center	4/2-3/10
The All-Italian Program & Related Events	SUB	4/9-10/10
John Tesh Concert	Morrison Center	4/10/10
College of Educ Campaign Kick-Off	Stueckle Sky Center	4/14/10
IAHU Awards Banquet	SUB	4/14/10
IAHU Health Symposium Reception	SUB	4/15/10
Grid Iron Social	Stueckle Sky Center	4/16/10
BSU Football Spring Game Hospitality	Stueckle Sky Center	4/17/10
Heart Gallery of Idaho Gala 2010	SUB	4/17/10
Gene Harris Jazz Festival & Related Events	Stueckle Sky Center & SUB	4/22-24/10
"Rave On" Buddy Holly Tribute Concert	Morrison Center	4/23/10
Boise Art Museum Fundraiser	Stueckle Sky Center	4/24/10
A Salute to Ballet Idaho – Boise Philharmonic	Morrison Center	4/24/10
Rain: A Tribute to the Beatles Broadway in Boise	Morrison Center	5/11/10
Hobday/Perretta Wedding	Stueckle Sky Center	5/14/10
Season Finale – Boise Philharmonic	Morrison Center	5/15/10
Celtic Woman – Music & Dance	Morrison Center	5/21/10
Bolen Pierce Wedding	Stueckle Sky Center	5/22/10
Young/Richardson Wedding	Stueckle Sky Center	6/19/10
2010 Stanley Consultants Summer conference	Stueckle Sky Center	6/25/10
Scaggs Wedding	Stueckle Sky Center	6/26/10
Fisher Wedding	Stueckle Sky Center	7/31/10

**CONSENT AGENDA
APRIL 22, 2010**

EVENT	LOCATION	DATE (S)
Wilford/Woods Wedding	Stueckle Sky Center	8/7/10
Dave Mathews Concert	Taco Bell Arena	8/31/10
Bridge Builders 4 th Annual Celebration	Stueckle Sky Center	11/18/10
IGI Christmas Party	Stueckle Sky Center	12/17/10

**CONSENT AGENDA
APRIL 22, 2010**

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY January 2010 – April 2010		
EVENT	LOCATION	DATE (S)
Adidas Coaching Hospitality	Salmon River Room	2/19/10
Summer Theatre Kickoff	Stephens Performing Arts Center	3/10/10
Idaho Business Leader of the Year	Stephens Performing Arts Center	3/11/10
Business After Hours	Rendezvous	3/11/10
Dental Hygiene Meridian Open House	ISU Meridian Center	3/17/10
Native Flora Workshop	SUB	3/23/10
Bistline/Curtis Meridian Alumni Event	ISU Meridian Center	4/7/10
City Club Tour	ISU Meridian Center	4/13/10
Gem Legacy Dinner	Stephens Performing Arts Center	4/16/10
Annual State of the University Address Reception	Stephens Performing Arts Center	4/19/10
3 rd Annual Distinguished Humanities Lecture & Dinner	Bennion SUB Idaho Falls	4/22/10
ISU Distinguished Faculty Awards Reception	Stephens Performing Arts Center	4/28/10
Outstanding Student Achievement Reception	Stephens Performing Arts Center	4/30/10
OpportuniTEA	Rotunda	5/1/10
Annual Truman Banquet	Bennion SUB Idaho Falls	5/8/10

**CONSENT AGENDA
APRIL 22, 2010**

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO December 2009 – May 2010		
EVENT	LOCATION	DATE (S)
Gamma Phi Beta Centennial Celebration & Related Events	SUB & Eastside Marketplace Events Center	3/5-6/10
College of Educ Dean Search	Michael Board Room/CBE	3/22, 3/24-25, & 4/2/10
Prichard Art Gallery – Business After Hours	Prichard Art Gallery	3/25/10
Vandal Friday Parents Social	Commons	3/25/10
College of Law Class of 2010 Celebration Dinner	University Inn BW	3/27/10
Rocky Mtn Elk Foundation Banquet	Memorial Gym	4/3/10
College of Law Panel Reception	Prichard	4/8/10
Mom's Weekend Dinner & entertainment	SUB	4/17/10
Retirement Reception for Jerry Wegman	Bogey's	4/22/10
Vandalville Social	Kibbie Dome	4/23/10
Akey Golf Tournament	Bogey's	4/24/10
VIEW Business Plan Competition Social	Albertson's Foyer	4/30/10
Brown-Kiblen Golf Tournament	Bogey's	6/5/10
Pat Rush Memorial Golf Tournament	Bogey's	6/19/10
Corner Club Golf Tournament	Bogey's	7/11/10

CONSENT AGENDA
APRIL 22, 2010

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**CONSENT AGENDA
APRIL 22, 2010**

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

New position

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3

BACKGROUND/ DISCUSSION

Eastern Idaho Technical College requests approval to:

- Create one (1) instructional position (1.0 FTE) supported by grant funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical College for the creation of one (1) position (1.0 FTE) supported by grant funds.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
APRIL 22, 2010

REALLOCATION OF POSITION

Position Title	Energy Systems Technology Instructor
Type of Position	Instructional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	May 1, 2010
Annual Salary	\$68,611
Funding Source	Grant from "Jobs in Targeted Green Industries"
Area/Department of Assignment	Trades and Industry
Duties and Responsibilities	The duties of this position will be to teach courses in the energy systems technology field, conduct research to keep up with industry standards, make curriculum revisions, and supervise and advise students in their career choices.
Justification of Position	The rapid growth of the Energy Systems Technology and Education Center (ESTEC) at ISU and the high placement rate of the graduates of that program indicate that the need for skilled technicians in the energy industry is high and the opportunities for graduates of energy-related technical training programs are excellent. The proposed energy technician program at EITC, in cooperation with the ISU program, will provide an opportunity for students in the EITC service area to begin their education in Idaho Falls and transfer to ISU to complete their degree. This makes entry into the program more affordable for residents of the EITC district and increases cooperation between the college and the university. This partnership between EITC and ISU has emerged since the last revision of the 8 year plan and was not anticipated at that time. With the development of this potential partnership EITC has the opportunity to offer a program that can provide a pathway to employment in the rapidly growing energy industry sector that was not previously available.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	UNIVERSITY OF IDAHO ANNUAL REPORT	Information Item
2	PRESIDENTS' COUNCIL REPORT	Information Item
3	IDAHO DIVISION OF PROFESSIONAL- TECHNICAL EDUCATION ANNUAL REPORT	Information Item
4	ACCOUNTABILITY PRESENTATION	Information Item
5	COMPLETE COLLEGE AMERICA ALLIANCE OF STATE	Information Item
6	2010 LEGISLATIVE UPDATE	Information Item
7	2011 LEGISLATIVE AGENDA	Information Item
8	STATE BOARD OF EDUCATION STRATEGIC PLAN	Motion to Approve
9	INSTITUTION AND AGENCY STRATEGIC PLANS	Motion to Approve
10	BOISE STATE UNIVERSITY – MORRIS CENTER RESOLUTION	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

University of Idaho (UI) Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for UI to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Dr. Nellis will provide an overview of UI's progress in carrying out the institutions Board approved role, mission and strategic plan.

IMPACT

UI's strategic plan, based on its assigned role and mission from the State Board and supportive of the State Board's own strategic plan, drives the College's integrated planning, programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the Division of Financial Management and the Legislative Services Office.

BOARD ACTION

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

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

Presidents' Council Report

BACKGROUND/ DISCUSSION

Dr. Dene Thomas, President of Lewis-Clark State College and current Chair of the Presidents' Council will give the bi-monthly report for the Presidents' Council.

The April report will include updates on:

Complete College America

- Idaho will join the national effort.
- Good measures of success—6 years vs. 8 semesters.
- Similarities between CCA and SBOE Longitudinal Data Grant.

Furloughs

10 Day Numbers (Purpose, Accuracy)

Fee Hearings (Plans, Results)

Transfer Issues

- Policy OK, but implementation of current policy not always uniform.

Purchasing

- Need for flexibility.
- White paper distributed by Milford Terrell.
- Governor Otter wants two categories of authority.
 1. Bulk items.
 2. Large ticket scientific items.

Peer Institutions

- Lists from NCHEMS were distributed.
- We held a discussion and agreed to evaluate, add 3 aspirational peers, and bring to next HEPC meeting.

Legislation

- Report on this year.
- Plans for next year's items.

BOARD ACTION

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

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

Division of Professional-Technical Education (PTE)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for PTE to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Ann Stephens, Administrator of the Division of Profession-Technical Education, will provide an overview of PTE's progress in carrying out the agencies strategic plan including.

BOARD ACTION

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

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

Assessment and Accountability in Higher Education Overview

BACKGROUND/DISCUSSION

In an effort to provide Board members with timely and relevant information on national trends, discussions, and reports, Board staff will provide a presentation at each Board meeting on new topics. The first in this series is on assessment and accountability in higher education.

For the last quarter century, there has been an on-again off-again interest by state, federal, and national policy leaders in assessing student learning and accountability on the part of higher education. Interests in accountability have grown stronger in recent years due to the realization that the U.S. is losing its competitiveness in the global economy. The American Council on Education (ACE) is one of many national organizations devoting resources and efforts to this discussion. The ACE has a website devoted entirely to National & International Projects on Accountability and Higher Education Outcomes, of which they currently list nine initiatives. There are endless peer-reviewed reports and publications and even more position papers on the subject of student learning and accountability.

The Voluntary System of Accountability (VSA) was established as a collaboration with the American Association of State Colleges and Universities and the National Association of State Universities and Land Grant Colleges. The goals of the VSA are to provide consistent, comparable, transparent information for higher education stakeholders, aid students and families in college choice process, and demonstrate greater institutional accountability for student learning and development. The VSA presents institutional information in the form of a College Portrait. The College Portrait consists of a five-page web reporting template that is standard and comparable in format. Key institution-level data consists of student and family information, student experiences and preparation, and student learning outcomes. Four-year institutions may participate on a voluntary basis, and until this year participation was free. For the coming years, institutions must pay a fee that is determined based on their enrollment numbers. Currently the University of Idaho participates, and Boise State University and Idaho State University will be participating.

Recognizing the importance of assessment and accountability, Goal 3 of the Board's Strategic Plan is: *Transparent Accountability: Increase transparency and accountability in Idaho's public education system.*

IMPACT

The information provided in this presentation and associated reports are intended to be part of an on-going series to provide the Board valuable information as they move forward the direction of higher education.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 22, 2010

BOARD ACTION

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

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

Complete College America (CCA) Alliance of States

BACKGROUND/DISCUSSION

In February 2010, the Presidents' Council, the Executive Committee of the Board and the Governor's office confirmed Idaho's participation in the CCA. The Complete College America Alliance is focused solely on dramatically increasing the nation's college completion rate through state policy changes, and building consensus for change among state leaders, higher education, and the national education policy community. The CCA is funded by Carnegie Corporation of New York, the Ford Foundation, the Bill and Melinda Gates Foundation, the W.K. Kellogg Foundation, and Lumina Foundation for Education. Currently 21 states are participating in the Alliance: Arkansas, Connecticut, Hawaii, Idaho, Illinois, Indiana, Louisiana, Maryland, Massachusetts, Nevada, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, and West Virginia

States participating in the Complete College America Alliance have committed to take bold actions necessary to increase college completion rates, dramatically increase the number of young adults with a college degree or credential, to set degree goals, develop and implement action plans to meet those goals, and collect and report student outcome data on progression toward the goals.

Proposed areas of focus for Idaho's participation in the Alliance are in the following areas:

Go to College:

- High School/College Curriculum Alignment
- Dual Credit
- College Awareness
- High School and College Student Advising/Learning Plans
- Helping Adults Earn Certificates and Credentials
- Professional Technical Programs

College Completion:

- Performance based budgeting
- Remediation
- Articulation & Transferability
- Helping Adults Earn Certificates and Credentials
- Professional Technical Education

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 22, 2010

IMPACT

Participation in this Alliance will provide Idaho with access to model policy frameworks and consultation with leading experts and researchers regarding state policy development and state and campus college completion plans, support in applying for prospective competitive federal funds, networking from other states, and technical assistance in moving forward educational goals and agendas already identified by various consortiums.

In June 2010, Idaho's working group will travel to Tennessee for the kick-off convening of the Complete College America's Alliance of States. All travel for Idaho's working group will be paid for by Complete College America.

STAFF COMMENTS AND RECOMMENDATIONS

The goals of the Alliance are in-line with the Board's current objectives to increase college graduation rates. Participating in this Alliance will provide a mechanism in which the State Board of Education can more broadly and mindfully impact the educational direction of the state.

BOARD ACTION

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

2010 Legislative Update

BACKGROUND/DISCUSSION

The following is a list of legislative items affecting the Board as a result of the 2nd Regular Session of the 60th Idaho Legislature

STATE BOARD LEGISLATIVE INITIATIVES

H0400aaS Delegation of duties: Passed and signed by the Governor on 3/29/10. Gives the Board expressly written authority to delegate administrative duties to its executive director, to the superintendent of public instruction, and to agency heads and institution presidents.

H0399 Spousal Employment: Held in House Education Committee after printing.

H0637 Comprehensive Literacy Assessment (CLA): Provides mechanism to delegate the drafting and administration of the CLA to the Colleges of Education. Passed both House & Senate, awaits Gov signature as of 3/31/10.

MID-SESSION STATE BOARD ENDORSED INITIATIVES

H0596aa Property Tax Exemption for specified university construction projects.

H0688 Purchasing procedures revised for Colleges/Universities.

S1401a Pre-qualifications for bidders on public works projects.

H0544 Higher Education Stabilization Fund created (HESF),

BOARD& BOARD AGENCIES, COLLEGES/UNIVERSITIES APPROPRIATIONS

S1409 Office of the State Board

S1419 Colleges/Universities

S1420 Division of Professional-Technical Education

S1442 Colleges/Universities supplemental

S1415 Community Colleges

S1438 Special Programs/Health Education Programs

S1413 University of Idaho Research/Extension service

S1417 Idaho Public Television

S1428 Division of Vocational Rehabilitation

H0441 Division of Vocational Rehabilitation spending authority

H0677 Special Programs

K-12 RELATED APPROPRIATIONS

S1416 Superintendent of Public Instruction

S1418 Public Schools appropriation & intent language

EDUCATION RELATED

H0615 Opportunity Scholarship, tax refund donation mechanism enabled, authorized
S1367 Military Education Residency status, Yellow Ribbon, GI Bill
S1338 Military Education Compact; Board to promulgate rules
H0662 Bureau of Educational Services for the Deaf & the Blind provisions
H0655 Provisions for Educational Foundations
H0579 Transfer of grades/credits to student high school transcripts
H0727 Idaho Education Network - Superintendent of Public Instruction to appoint two(2) higher education representatives to the Idaho Education Network Advisory Council
S1336 Proprietary School Financial Records submitted to Board exempt from Freedom of Information Act (FOIA).
S1365 Provides for contributions to the Rural Physicians Incentive Fund
H0636 School District Internet Policy relating to pornography
H0493aaS Mastery Advancement Pilot Project
H0624 Released Time, clarifies total number of hours allowed
H0640 Tribal School defined, clarifies and provides for definition of tribal school and tribal education authority

A total of 67 education related pieces of legislation were introduced and printed during this most recent legislative session. Those listed above are the ones that not only passed, but also have the most direct impact on the Board. To view the entire list of bills introduced and printed, regardless of passage, please see attachment 1.

IMPACT

The reduction in appropriations will most certainly have an impact on all Board agencies, colleges & universities. Board staff will bring forward proposed rules required passed legislation starting at the Regular June Board meeting.

ATTACHMENTS

Attachment 1 – Complete List of Education Related Legislation in 2010 Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Given the constant change in the fiscal environment, this legislative session mandated that staff work with legislative leaders, institutional representatives and the Governor's office quite closely. Despite the reduction in appropriations, and the failure of one of the Board's legislative initiatives, the session was a success in terms of meeting the Board's goals.

BOARD ACTION

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

EDUCATIONEDUCATION

ATV/motorbike safety course, unlicensed young drivers	H0706
Barber-stylist instructor qualifications, student ratio	H0459 - Ch.257
Bd, Office of, approp	S1409 - Ch.241
Bd, approp, Professional-Technical Education	S1420
Bd, approp, colleges and universities	S1444
Bd, approp, community colleges	S1415 - Ch.232
Bd, delegate powers/duties under law	H0400 - Ch.128
Bd/Univ. of Idaho, approp, health education programs	S1438
Charter school petition, sufficiency review, notice	S1421
Charter school, application fraud, notice	S1304
College and university special programs, approp	H0677 - Ch.199
College authority for technology transfer programs	S1278
College faculty organizations, collective bargaining	S1269
College of Idaho Day declared	SR102
College property improvements, tax treatment	H0596 - Ch.254
College residency status for military veterans	S1260
College residency status for military veterans	H0434
College residency status, military members/dependents	S1367 - Ch.77
College savings acct, tax treatment	H0386 - Ch.44
Community college subdistricts, trustee residents	H0663
Coroners, training, funding, vital record fees	H0492
Council of Idaho College/University Presidents created	H0395
Deaf/Blind Educational Services Bureau, status	H0662 - Ch.191
Dept/Public Instruction Superintendent, approp	S1416 - Ch.233
Driver training reimbursement, pupils completing course	H0639
Education Bd, uniformity rules rejected	HCR048
Education Bd/Univ. of Idaho, approp, general programs	S1419
Employing spouse of college president not prohibited	H0399
English language learners, prekindergarten, age 4	S1280
Foundations, income tax credit for contributions	H0665 - Ch.274
Habitual truant determination, trustees' designee	H0545 - Ch.278
High school for expectant mothers, repeal	H0638
High school grade, gifted junior high students	H0579 - Ch.125
Higher Education Stabilization Fund created	H0544 - Ch.69
Higher education institutions, purchasing policies	H0688
Hunter/archery education/permits from other countries	S1283 - Ch.52
Idaho Education Network advisory council	H0727

Idaho Educational Public Broadcasting System, approp	S1417	
Idaho State University, health sciences, commend	HCR057	
Individuals with Disabilities Education, federal funds	SJM103	
Military children, facilitate education of	S1338	- Ch.54
Natural History Museum, paleontological permits	H0394	
Natural History Museum, paleontological permits	H0620	
New public charter schools, underserved students	S1364	
Online instruction, teacher endorsement	S1368	
Opportunity scholarship, tax refund donation	H0615	- Ch.281
Project choice police training, eligible officers	H0609	- Ch.177
Proprietary school financial records, not public	S1366	- Ch.222
Public Instruction Superintendent, salary increases	H0692	- Ch.264
Public school online teacher certificate required	H0643	
Public school system, Public Instruction Superintendent	HJR006	
Public schools educational support, approp, intent	S1418	- Ch.234
Purchases from People with Severe Disabilities Council	H0455	
Purchases from People with Severe Disabilities Council	H0511	
Real estate course completion lists, form/manner	S1250	- Ch.213
Rural physician incentive payments, preference	S1365	- Ch.240
School district financial insolvency, state notes	H0682	
School district internet use policy required	H0636	- Ch.181
School energy system, construction, sale, bonds	S1354	- Ch.220
School property disposition, trade, value, appraisals	S1306	- Ch.42
Social worker licensing qualifications, education	H0537	- Ch.161
Student mastery advancement pilot program, custom	H0493	-
pace		Ch.275
Student release, religious instruction, yearly hours	H0624	- Ch.180
Teacher preparation, preservice assessments, report	H0637	
Teacher salary schedule, reduce/limit increases	S1418	- Ch.234
Tribal school and education authority defined	H0640	- Ch.282
Vehicle dealer license applicant, prelicensing class	S1361	

EDUCATIONEDUCATION

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Public school system, Public Instruction Superintendent	HJR006	
Public schools educational support, approp, intent	S1418	- Ch.234
Purchases from People with Severe Disabilities Council	H0455	
Purchases from People with Severe Disabilities Council	H0511	
Real estate course completion lists, form/manner	S1250	- Ch.213
Rural physician incentive payments, preference	S1365	- Ch.240
School district financial insolvency, state notes	H0682	
School district internet use policy required	H0636	- Ch.181
School energy system, construction, sale, bonds	S1354	- Ch.220
School property disposition, trade, value, appraisals	S1306	- Ch.42
Social worker licensing qualifications, education	H0537	- Ch.161
Student mastery advancement pilot program, custom	H0493	-
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Vehicle dealer license applicant, prelicensing class	S1361	

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

APRIL 22, 2010

SUBJECT

2011 Legislative Agenda

REFERENCE

June, 2009

Board requested a more comprehensive discussion on legislative items prior to Legislative Ideas being brought forward for approval in 2010.

BACKGROUND/DISCUSSION

As an Executive Branch agency of the Governor, the State Board of Education is required to submit electronically all proposed legislation to the Division of Financial Management (DFM) for the Governor's approval in early July. The Board's approves these "Legislative Ideas" at the Regular June Board meeting. If approved by the Board and the Governor, the actual legislative language is brought back to the Board at their Regular October Board meeting for final approval. Administrative Rules are for agencies to interpret, prescribe, and implement statutory law, and clarifies, standardizes, or establishes its procedure or practice requirements. Rules have the affect of law. Administrative Rules are brought forward to the Board typically in two stages. Proposed rules are brought forward starting in April or June for approval, once a Proposed rule is approved by the Board there is a minimum of 21 days comment period. After the comment period is complete Proposed rules are brought back to the Board for final approval as Pending Rules.

During the June 2009 Board meeting, discussion surrounded the desire to have more lead-time in reviewing and planning for each legislative session. Staff determined that a general overview of legislative ideas and needs should be presented to the Board during its April meeting.

During the April 6, 2010 President's Council meeting, a discussion with the institution presidents took place. The following are general topic ideas for the Board to consider as part of its 2011 legislative package:

LONG TERM FISCAL SUSTAINABILITY

Higher Education Stabilization Fund (HESF) - The Idaho Legislature passed H0544 which established the Higher Education Stabilization Fund (HESF). The fund collects earnings from the interest earned on tuition/fees submitted to the State from each institution. Those earnings equate to approximately \$116,000 annually. In the Fiscal Year 2011 budget, that \$116,000 was adjusted out of the appropriation for the colleges/universities. The presidents have suggested that a legislative action be initiated by the Board to ensure that the earnings not be taken out of the annual appropriation to the college/universities.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

OPERATIONAL FLEXIBILITY

In the 2010 legislative session, several initiatives were passed which give the colleges/universities more flexibility in their day-to-day operations. The presidents have expressed a desire to continue this effort and plan to identify additional items that would need statute changes in order to enact. One area already under exploration is the non-compete clause of Idaho Code. More research and vetting needs to be done on this idea before the Board could adequately weigh in and support legislative action.

EMPLOYEE COMPENSATION/BENEFITS

Eastern Idaho Technical College (EITC) has expressed a desire to have the Board sponsor legislation that would allow them to take the difference in the current contributions they are making to PERSI and apply those to the institutional match for employees in the ORP (Optional Retirement Program). The difference right now is 1.54%. This would impact EITC only and not the 4-year colleges/universities.

All of the college/university presidents expressed vigorous concern about the newly passed change in the waiting-period for new hires to be eligible for health insurance benefits. Currently (until June 30, 2010) new hires are eligible for coverage after 30 days of paid employment. Starting July 1, 2010, new hires must wait 90 days to be eligible for coverage. The change was written into the intent language of the appropriation for the Department of Administration in the final days of the 2010 Legislative session. Staff and institutional representatives did not have an opportunity to weigh in on the unintended consequences of this action. As the change is written into the intent language, it will expire at the end of the 2011 fiscal year (June 30, 2011). However, the presidents have said it will make recruiting/hiring in an already competitive marketplace even more challenging. Projections given to the Joint Finance-Appropriations Committee (JFAC) said that nearly five million dollars could be saved in a single fiscal year through the change. Those projections, however, are based on a "normal year" when institutions and all state agencies are hiring based on "normal" economic conditions, which are currently not being enjoyed in Idaho and the United States.

ATTACHMENTS

Attachment 1- Legislative Ideas submitted by the University of Idaho Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The 2011 Legislative Session will no doubt prove to be challenging on many fronts. Staff anticipates one, if not the largest, challenge will be maintaining appropriate funding levels in the ever changing economic climate.

BOARD ACTION

This is an informational item only. Any action is solely at the Board's discretion.

University of Idaho Ideas for
2011 Legislative Session

1. Assuming the voter approval of our constitutional amendment, we will need legislation to amend section 33-3717, Idaho Code, to allow the university to charge tuition to full-time resident students.
2. Need to identify a dedicated flow of state revenues to begin building a fund balance in the Higher Education Stabilization Fund established this session under HB 544.
3. An FY 2011 state general fund budget that will begin building on the FY 2010 base.
4. Funding CAES as an after maintenance budget item so that we don't have to take funding out of the college and university base.
5. Funding for health education programs so that funding isn't taken from the enrollment workload adjustment to support them.
6. Legislation ensuring confidential status of donor information for higher education institutions and their supporting foundations.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

Idaho State Board of Education 2011-2015 Strategic Plan

REFERENCE

March 27, 2008	Board reviewed initial Strategic Plan proposal
April 17, 2008	Board approved the 2009-2013 Strategic Plan and Planning Calendar
January 26, 2009	Board provided input on need for further in-depth planning
February 27, 2009	Board approved 2010-2014 Strategic Plan
November 9, 2009	Board met to develop 2011-2015 Strategic Plan
December 10, 2009	Board discussion on strategic plan direction
February 18, 2009	Board approved Goals and Objectives for 2011-2015 Strategic Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1903, Idaho Code.

BACKGROUND/ DISCUSSION

The Board's strategic plan is used to define the vision and mission of Idaho's K-20 educational system. The strategic plan is a directional document used to guide future growth and development, and priority resource distribution. Strategic planning provides a mechanism for continual review to ensure excellence in education throughout the state. The strategic plan not only defines the Board's purpose, but establishes realistic goals and objectives that are consistent with its governing ideas and communicates those goals and objectives to the agencies and institutions under the Board, the public, and other stakeholder groups.

Board staff, with input from institutional research staff from each of Idaho's public postsecondary institutions compiled a number of performance measures that can be used to measure progress towards the Board's goals and objectives. Performance measures include both in-progress measures and end of system measures. The Board's strategic planning subcommittee met on April 9, 2010 to review the proposed measures and finalized the Board's strategic plan for full Board approval.

The attached document incorporates changes to the Goals and Objectives and adds Performance measures selected by the Board's Strategic Planning Subcommittee.

ATTACHMENTS

Attachment 1 – 2011–2015 Idaho State Board Education Strategic Plan Page 3

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

The Board will use the strategic plan to prioritize its direction for education in Idaho. It will also use the plan to determine how progress will be measured in meeting the goals of the plan. By focusing on critical priorities, Board staff, institutions and agencies can direct dwindling resources to maximum effect. Benchmarks will be set based on industry standards in the given areas and added to the plan for submittal to the Division of Financial Management in the beginning of June.

In October the Board will be presented the performance measures for the Board's, institution's, and agency's strategic plans that were approved in April 2009.

BOARD ACTION

A motion to approve the 2011-2015 Idaho State Board of Education Strategic Plan as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



IDAHO STATE BOARD OF EDUCATION
2011-2015
Draft Strategic Plan
An Idaho Education: High Potential – High Achievement



VISION

The State Board of Education envisions an accessible, seamless public education system that results in a highly educated citizenry.

MISSION

To provide leadership, set policy, and advocate for transforming Idaho's educational system to improve each Idaho citizen's quality of life and enhance global competitiveness

VALUES:

COMMUNICATION – To ensure an effective and efficient education system, we encourage and support two-way communication with and among our stakeholders.

LEADERSHIP/ADVOCACY – We provide strategic leadership and advocate for the needs of the institutions and agencies under our purview.

COOPERATION – We conduct our work in the spirit of cooperation and the belief that the more we can work toward common goals, the greater the outcomes for the citizens of Idaho.

INNOVATION – As we continuously improve our education system, we do so with an eye toward innovation and strategic decision making. If there are better ways to do our work and improve education in Idaho, we seek those out.

ACCOUNTABILITY – We hold ourselves accountable for both the success of the education system and areas needing improvement.

RESPONSIBILITY – We take responsibility for our actions and work to improve education in Idaho.

RESPECT – We demonstrate respect for each other and those with whom we interact. Even if we disagree, we do so civilly and with a desire to reach mutually beneficial solutions.

EFFICIENCY – Our work is conducted efficiently and the decisions we make support that emphasis.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

Authority and Scope:

The Idaho Constitution provides that the general supervision of the state educational institutions and public school system of the State of Idaho shall be vested in a state board of education. Pursuant to Idaho Code, the State Board of Education is charged to provide for the general supervision, governance and control of all state educational institutions, and for the general supervision, governance and control of the public school systems, including public community colleges.

**State Board of Education Governed
Agencies and Institutions:**

Educational Institutions	Agencies
Idaho Public School System	Office of the State Board of Education
Idaho State University	Division of Professional-Technical Education
University of Idaho	Division of Vocational Rehabilitation
Boise State University	Idaho Public Broadcasting System
Lewis-Clark State College	State Department of Education
Eastern Idaho Technical College	
College of Southern Idaho*	
North Idaho College*	
College of Western Idaho*	
*Have separate, locally elected oversight boards	

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective A: Access - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measures:

- Average annual cost of higher education for full-time students after consideration of tuition, fees, books, housing, food and other costs.
- Average annual cost of higher education for full-time students after financial aid (not including student indebtedness).
- Average amount of financial aid received by full-time, first-time degree/certificate seeking undergraduates, including federal grants, state and local grants, institutional grants, scholarships, loans.
- Average amount of financial aid received by low income students.
- Ratio of tuition and fees to per capita income.
- Number of Idaho Promise Scholarships Awarded.
- Percent of students classified as resident students.
- Number of classes/courses offered by non-traditional methods.
 - By delivery type: on-line, evening, weekend, hybrid, joint delivery, video conferencing (sub-measures).
- Percent of Idaho adults ages 25-44 and ages 45-64 with a GED, associate's degree, bachelor's degree or higher.

Objective B: Quality Instruction and Educational Experience – Increase the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff, in high need areas.

Performance Measures:

- Existence of a K-12 pay-for-performance system.
- Average K-12 classroom size compared to national average.
- Percent of Teachers meeting Highly Qualified Teacher criteria.
- Percent of first-time, first-year students who graduated from high school within the previous 12 months requiring remediation in math, science, and language arts.

Objective C: Effective and Efficient Delivery Systems – Improve the efficacy of educational resources.

Performance Measures:

- Average cost to deliver college from audited financial statements, including financial aid, instructional support, plant and depreciation, athletics and auxiliaries, library, student services, academic support, instruction.
- Average cost per credit hour delivered and per student FTE.
- Retention rate by student year, i.e., percentage of first-year freshmen returning for second year, etc.
- Ratio of non-resident fees to average cost to deliver college.
- Percent of high school student enrollment in postsecondary opportunities.
 - Sophomore, Junior, and Senior.
 - Dual Credit and Tech Prep.
- Number of certificates and degrees awarded (i.e., program completion rates).

Objective D: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans.

Performance Measures:

- High School Graduation rate as defined in the Accountability Workbook.
- Percent of high school graduates within the previous 12 months who enrolled in postsecondary education.
- Postsecondary completion rates.
 - Within three years for 2-year degree.
 - Within six years for 4-year degree.
- Number of postsecondary certificates and degrees awarded (program completion rates).
- Percent of high school students enrolled in postsecondary opportunities.
 - Dual credit.
 - Tech prep.
- Percent of students transferring from community college to four-year degree programs.

Objective E: Curriculum Alignment – Align curriculum with workforce needs.

Performance Measures:

- Degree Alignment between programs offered and the workforce needs in Idaho.
- Percent of degrees conferred in STEM fields.
- Number of Idaho student graduates from University of Utah Medical School.
- Percentage of Boise Family Medicine Residency Graduates Training/Practicing in Idaho.
- Number of Idaho students enrolled in the Psychiatry Residency Program.
- Number of Idaho Students enrolled WICHE Programs (2 in each of the first, second, third and fourth year).

Objective F: Teacher Preparation – Improve the quality of teacher preparation programs.

Performance Measures:

- Appropriate number of highly qualified math and science teachers in the middle-level and high schools.

GOAL 2: CRITICAL THINKING AND INNOVATION

The educational system will provide an environment for the development of new ideas, as well as practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, critical, and creative.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Performance Measures:

- Institution funding from competitive, externally funded, grants by type and source.
- Number and amount of energy research grants awarded to CAES and Idaho institutions.

Objective B: Innovative and Creative Students at All Levels – Increase student engagement in the creative processes made possible by research and its application.

Performance Measures:

- Percent of postsecondary students participating in research programs.
 - STEM Programs.
 - Non-STEM Programs.
 - Percent of postsecondary students participating in service learning opportunities.

GOAL 3: TRANSPARENT ACCOUNTABILITY - *Increase transparency and accountability in Idaho's public education system.*

Objective A: Assessment and Accountability – Increase public confidence in Idaho's education system with performance-based assessments and accountability measures, as well as monitoring accreditation processes.

Performance Measures:

- Percent of elementary and secondary schools and districts meeting adequate yearly progress (AYP) or other equivalent measurements.
- Institution primary reserve ratio comparable to the advisable level of reserves.

Objective B: Data-driven Decision Making - Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

Performance Measures:

- Create a P-20 and workforce longitudinal data warehouse ability to access timely and relevant data and provide reporting for use by all stakeholders.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

SUBJECT

Approval of Institution, Agency, and Special/Health Programs Strategic Plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1901 through 67-1903, Idaho Code.

BACKGROUND/ DISCUSSION

The State of Idaho requires the Board and institutions, agencies and special/health programs under the oversight of the board to submit a strategic plan each year in July. Attached you will find the strategic plans for the institution's, agencies and special/health programs for Board approval.

The guidelines set by the Board office follow the Division of Financial Management (DFM) and Idaho Code requirements. Each strategic plan must include, by code:

- * ***Vision and/or Mission Statement:*** Provide a comprehensive outcome-based statement covering major division and core functions of the agency. For the institutions, under the direct governance of the Board, the mission statement is the Board approved role and mission statement.
- * ***Goals for major divisions:*** A goal is a planning element that describes the broad condition or outcome that an agency or program is trying to achieve.
- * ***Objective:*** The objective is a planning element that describes how the agency plans to achieve a goal.
- * ***Performance Measures:*** Performance measures assess the progress the agency is making in achieving a goal (quantifiable indicator).
- * ***Benchmarks:*** Benchmarks are performance targets for each performance measure for at a minimum the next fiscal year (and an explanation of how the benchmark level was established which can mean an industry standard or agency research of circumstances that impact performance capabilities).
- * ***External Factors:*** Identify external factors that are beyond the control of the agency that affect the achievement of goals.

IMPACT

Once approved, Board staff will submit the strategic plans to DFM. If the Board does not approve the strategic plans as submitted during the April meeting, the Board may direct staff to work with the agencies, institutions, and special/health programs to revise their strategic plans for final approval at the regular June meeting.

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STAFF COMMENTS AND RECOMMENDATIONS

During an ideal planning cycle the Board would approve their strategic plan in December, leaving time for the institutions and agencies to then update their strategic plans based on the Boards strategic plan for approval in April. Due to the fact that the Board is approving their 2011-2015 strategic plan also at the April meeting the institutions and agencies were given the option of aligning their strategic plans with the draft Goals and Objectives approved by the Board at the February 2010 Board meeting or aligning them with the Boards approved 2010-2014 plan. At the October 2010 Board meeting, the Board will be presented with the performance measures from the institutions, agencies, and special/health programs from their 2010-2014 strategic plans. Performance measures indicated in the 2011-2015 strategic plans are reported on at the October 2011 Board meeting.

BOARD ACTION

A motion to approve the 2011-2015 Institutions, Agency, and Special/Health Program Strategic Plans as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



University of Idaho

STRATEGIC PLAN

2011-2015

MISSION STATEMENT

Type of Institution

The University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The university is also responsible for regional medical and veterinary medical education programs in which the state of Idaho participates.

The University of Idaho will formulate its academic plan and generate programs with primary emphasis on agriculture, natural resources, and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs related to the foregoing. The University of Idaho will give continuing emphasis in the areas of business, education, liberal arts, and physical, life, and social sciences, which also provide the core curriculum or general education portion of the curriculum.

Programs and Services¹

Baccalaureate Education: Offers a wide range of baccalaureate degrees and professional programs.

Graduate-Research: Offers a wide range of masters, doctoral and professional programs and also coordinates and conducts extensive research programs that are consistent with state needs.

Extension Services, Continuing Education and Distance Learning: Supports extension offices throughout the state in cooperation with federal, state and county governments, provides life-long learning opportunities and uses a variety of delivery methods to meet the needs of select, yet diverse constituencies in the state and region.

Associate Education: None

Certificates/Diplomas: Offers academic certificates representing a body of knowledge, which do not lead to a degree.

Technical and Workforce Training: None

Constituencies Served

The institution serves students, business and industry, the professions and public sector groups throughout the state and nation as well as diverse and special constituencies. The university also has specific responsibilities in research and extension programs related to its land-grant functions. The University of Idaho works in collaboration with other state postsecondary institutions in serving these constituencies.

¹ Programs and Services are listed in order of emphasis.

Vision, Values and Directions

The University of Idaho is an internationally recognized land grant institution combining research, graduate and professional education with a strong undergraduate base in the liberal arts and sciences.

Our **teaching and learning** activities seek to engage every student in a transformative journey of discovery and understanding. Our scholarly and creative activity aspires to generate knowledge that strengthens the scientific, economic, cultural, social, and legal foundations of an open, diverse, and democratic society. Our outreach and engagement facilitates lifelong learning and energizes the development of prosperous and environmentally sound communities, while enhancing the relevance and excellence of our academic enterprise. Programs in the arts and athletics aspire to high levels of accomplishment and visibility.

Our work is shaped by a **passion for knowledge, innovation and creativity**, by the rigor of high academic and ethical standards, by the attainment of each individual's full human potential, by the enrichment generated through diversity, and by the dissolution of cultural and organizational barriers. We are committed to improving our community, the communities we serve, and the facilities necessary for us to fulfill our vision and mission.

We emphasize **quality and access**, focusing our efforts on sustaining strong programs and investing resources in strategic directions that advance the interests of Idaho in an increasingly interdependent and competitive world. Through collaboration across strong academic disciplines, and through the creation of public, private, and community partnerships, we will undertake bold initiatives to promote science, technology, and their applications; to invigorate the liberal arts and sciences; to catalyze entrepreneurial innovation; to steward the natural environment; and to develop the design, lifestyles and civic infrastructures of sustainable communities.

1. Teaching & Learning Goal: *Engage students in a transformational experience of discovery, understanding, and global citizenship.*

Context:

Our graduates will live, work, compete, and prosper in a global and multicultural environment. Consequently, graduates must learn the substance of their studies and understand the values, perspectives, skills, and experiences that advance humankind.

Objective A: Build and sustain competitive advantages through innovative curricula of distinction.

Performance Measure: The number of programs engaged in assessment processes that result in the review and refinement of curricular and/or co-curricular learning activities to strengthen student learning.

Benchmark: One-hundred percent of the programs completing this year's assessment cycle will have developed action strategies for making improvements by December, 2010.

Rationale: This is a NWCCU accreditation requirement. Last fall we found 83% had completed assessment plans specifying student learning outcomes.

Objective B: Develop effective integrative learning activities to engage and expand student minds.

Performance Measure: Students participating in experiential learning opportunities (research, service learning, study abroad and internships) during their UI experience.

Benchmark: A tracking system will be established and a benchmark set by summer 2010.

Rationale: This is an institutional hallmark; a benchmark is needed, and research is being completed to meet the summer 2010 timeline.

2. Scholarly and Creative Activity: *Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.*

Context:

Most scientific, social, economic, environmental, legal, and political problems are partly embedded in a complex system of interlinking causes and effects. The University is strategically positioned to effectively address these complex societal issues through interdisciplinary collaboration.

Objective A: Promote an environment that increases faculty engagement in interdisciplinary scholarship.

Performance Measure: The number of grant applications supporting or requiring interdisciplinary activities in which two or more faculty from different departments are listed as Co-Principal Investigators.

Benchmark: The number of grant applications submitted, the number funded and the total dollars awarded will increase each year.

Rationale: There are no comparative figures on "interdisciplinary" grants applied for or awarded from other institutions. This is an area of particular interest to the University of Idaho; continuous improvement is the objective at this time.

Objective B: Emphasize scholarly and creative activities that support the University's strategic themes, the research-extensive and land grant missions, and strategically important graduate and professional programs.

Performance Measure: Relative compensation for both Teaching Assistants and Research Assistants as compared with the Graduate Assistant Stipend Survey rankings produced by Oklahoma State University.

Benchmark: The University will improve its overall average rank to exceed the 25th percentile nationally.

Rationale: The research-extensive and land-grant missions are critically dependent on the quality of the graduate students in the academic program. Using the peer data included in the Oklahoma State study provides a consistent standard against which we can compare our performance.

3. Outreach and Engagement: *Engage with the public, private and nonprofit sectors through mutually beneficial partnerships that enhance teaching learning, discovery and creativity.*

Context: The University has a long and strong history of extending agriculturally related teaching and research findings throughout the state. We seek to broaden that outreach and engagement to better link all academic areas of the University with the needs of constituents and stakeholders throughout Idaho.

Objective A: Build upon, strengthen and connect the University of Idaho Extension with other parts of the University to engage in mutually beneficial partnerships with stakeholders.

Performance Measure: Percent of full-time regular faculty reporting outreach and engagement activities and the average percent time dedicated.

Benchmark: More than 50% of all full-time regular faculty will commit to outreach and engagement activities on their official annual Position Description, and the average university-wide percent of time will exceed 20%.

Rationale: A tracking system was established in Spring 2008 with the adoption of the new Faculty Position Description containing this Outreach and Engagement section. For the 2008-09 Agency Profile and Performance Measures report we determined that 48% of faculty reported non-zero percent time in this category. We have more recently determined that the average across all faculty reporting was 21%. We are not aware of any national norms, but will continue to search for these.

Objective B: Deliver undergraduate, graduate, continuing professional education and Extension programs and opportunities for lifelong learning.

Performance Measure: The percentage of students participating and total hours of service learning activities, reported by the University of Idaho Service Learning Center and the ASUI Volunteerism Center.

Benchmark: Twenty percent of the total student body (approximately 2400 students) will contribute 133,000 hours of community service in 2009-10.

Rationale: A system of tracking student hours of participation was established in 2008-09. We have not been able to identify an external benchmark, but will push for an additional 5% participation level this year.

4. Organization, Culture and Climate: *Create and sustain an energized community that is adaptable, dynamic and vital to enable the University to advance strategically and function efficiently.*

Context: To implement the first three goals of the strategic plan requires an organization adaptive to change and opportunity, and a community characterized by openness and trust. The University needs to create formal and informal organizational structures, policies, and processes that enable us to be effective while also fostering a climate of participatory decision making and mutual respect. The success of the change processes will be enhanced if they are conducted in an open, welcoming climate that enhances our ability to work through difficult issues in a respectful manner.

Objective A: Sustain and enhance a positive work climate to enhance the quality of University life.

Performance Measure: For faculty, the percent of U of Idaho full-time undergraduate faculty responding with “very satisfied” or “satisfied” to the question, “Overall job satisfaction” item on the UCLA Higher Education Research Institute faculty survey.

Benchmark: Seventy-five percent (75%).

Rationale: This is a national survey conducted every three years in which we traditionally participate. In the FY08 survey, the percentage nationally was 74%.

Performance Measure: For staff, the average percentage of staff responding with “very satisfied” or “satisfied” to the seven questions in the “Job Satisfaction” section on the U of Idaho Staff Survey conducted every three to four years.

Benchmark: Seventy-five percent (75%).

Rationale: In the absence of a national norm for this U of Idaho only survey, a benchmark of 75% is consistent with the benchmark for overall faculty satisfaction.

Objective B: Sustain and enhance an organizational structure, policies and procedures that enable the University to attain its other goals.

Performance Measure: Increased revenue relative to expenses.

Benchmark: University-wide revenue increases exceed expense increases on a yearly basis, as reflected in the annual financial statements.

Rationale: We must create and maintain strong financial and administrative operations in order enable the university to attain its other goals.

Key External Factors:

State Board of Education (SBOE): Achievement of strategic goals and objectives assumes SBOE support of the University of Idaho’s unique role and mission. The University’s plans will need to dovetail with the Board’s strategic plan as it evolves.

Funding: Economic conditions will play an important role in the perceived value and effectiveness of higher education in the coming years. On-going and appropriate levels of funding from state and federal sources will be critical for the success of our strategic plan.



STRATEGIC PLAN

2011-2015

BOISE STATE UNIVERSITY
STRATEGIC PLAN 2011-15

Boise State's Environment and Role

The Boise metropolitan area, with its population of more than 650,000, is a regional center for business and government. It is the capital of Idaho and is hundreds of miles from the next bigger metropolitan area. Although there are other institutions in the area, Boise State University is the only "full-service," comprehensive state university in the region, and therefore shoulders the responsibility for the bulk of post-secondary education, research support for the area, and service to the community.

Boise State University is typical of state universities in that it was given a very broad role and mission by its governing board, the Idaho State Board of Education. Although the statement of role and mission provides guidance as to areas to be emphasized, it gives Boise State remarkably broad latitude in determining the ways in which we will achieve that role and mission.

Role and mission as per the Idaho State Board of Education

In October 1998, the Idaho State Board of Education adopted the present role and mission statements for each of Idaho's four institutions of higher education. Boise State's is as follows:

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

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

Boise State's Vision: To Become a Metropolitan Research University of Distinction

Boise State's vision is to become a metropolitan research university of distinction. Our emergence as a metropolitan research university is an inevitable and unstoppable result of the interaction of two factors: our role in our state system of education and the environment in which we are located. To do so *with distinction* will depend on the effectiveness with which we have translated our vision into our strategic plan, *Charting the Course*, and our success in implementing that plan.

The Strategic Planning Process

Beginning in January 2005, more than 600 Boise State University faculty, staff and students participated in 30 focus groups and provided input via the Web to collectively define and

operationalize the vision of Boise State as a metropolitan research university of distinction. As a result of this process, the vision was defined in terms of four “destinations” and the “milestones” that would demonstrate our progress toward those destinations.

The four destinations are as follows:

- *Academic Excellence*: high-quality, student-focused programs that integrate theory and practice, engage students in community-based learning, and are informed by meaningful assessment.
Milestone: Recognized for integrating research with teaching and learning in high-quality programs.
- *Public Engagement*: the University’s academic mission is linked with its community partners to address issues of mutual benefit.
Milestone: Recognized for partnerships that contribute to regional growth and development.
- *Vibrant Culture*: embraces and fosters innovation, responsiveness, inclusiveness, accessibility, diversity, and effective stewardship.
Milestone: Recognized as a center for cultural and intellectual exchange that enriches the community.
- *Exceptional Research*: progressive scholarship and creative activity, and graduate programs that have groundbreaking applications locally, regionally, and globally.
Milestone: Recognized for faculty and students who excel in research.

With the vision clearly defined, the process of charting a strategic course continued with a planning team of 40-plus persons, representative of university faculty, staff, and administrators. Hundreds of interviews, Web input, focus groups, and other data were used as the basis for an analysis to identify our strengths, weaknesses, opportunities, and threats. A key outcome of that analysis was the identification of the five key areas in which we need to focus our efforts if we are to be successful in attaining our vision: resources, infrastructure, people, connections, and culture. Next, a set of 10 goals was derived to guide our progress in those five areas. The result was Boise State’s strategic plan *Charting the Course*.

Impact of New NWCCU Accreditation Standards on Performance Measures, etc.

The Northwest Commission on Colleges and Universities (NWCCU) is Boise State University’s regional accrediting agency. The NWCCU recently adopted a new set of standards as well as a new schedule and process for the accreditation process. The following is an overview of those standards, paraphrased from NWCCU documents:

- Standard One requires a clear statement of institutional mission, articulation of mission fulfillment, identification of core themes within that mission, and delineation of core theme objectives, each with assessable indicators of achievement.
- Standard Two requires an evaluation of major institutional functions, resources, and infrastructure.
- Standard Three evaluates planning for the institution as a whole as well as planning to achieve the objectives of its core themes.

- Standard Four assesses achievement of core theme objectives and achievement of goals or outcomes. It also evaluates the institution's use of assessment results for improvement.
- Standard Five evaluates fulfillment of institutional mission.

The work that we do to fulfill the new accreditation standards will be used in planning exercises such as the one represented by this document.

Key External Factors

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present two factors that we regard as impediments to progress and that can be influenced by the state government.

- Lack of funding of Enrollment Workload Adjustment. Although a mechanism exists to help Boise State University accommodate the enrollment increases we are experiencing (13.52% increase in student FTE in 4 years), that mechanism is not implemented regularly. As a result, substantial differences in appropriated funding per student remain. State funding per student FTE in the latest SBOE calculations is: UI -- \$8,946, ISU -- \$7,324, LCSC -- \$5,459, BSU -- \$5,066.
- Administrative Oversight. Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration in the areas of purchasing, building projects, personnel, and risk management/insurance. These administrative controls result in increased costs because of additional bureaucracy, and in decreased accountability because of less transparency in process. The current system places authority for contracting and decision making with the Department of Administration, but funding responsibility with the University. As a result, two levels of monitoring exist, which is costly, duplicative, and compromises true accountability.

Boise State University's Destinations, Goals, Strategies, and Performance Measures

Destinations:

Note that all 10 goals (below) contribute to each of the destinations and that strategies (listed below under goals) contribute to each goal.

Destination: Academic Excellence

Performance Measures and Benchmarks:

- Student Perception of Academic Challenge as measured by the National Survey for Student Engagement (NSSE). Benchmark: Rating equal to that at peer institutions
- Student Perceptions of Active and Enriching Learning Environments as measured by the NSSE. Benchmark: Rating equal to that at peer institutions
- Students participating in courses with a Service Learning component. Benchmarks: (i) 2,000 students participating per year, (ii) participation exceeds to that at peer institutions
- Specific Accomplishments

Destination: Public Engagement

Performance Measures and Benchmarks:

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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- Students Participating in Community-Based Projects for Courses (NSSE). Benchmark: Comparable to peers
- Funding for Public Service Activities. Benchmark: minimum \$6 million running average
- Specific Accomplishments

Destination: Vibrant Culture

Performance Measures and Benchmarks:

- Racial diversity of the student body. Benchmark: 14% non-white student population
- Student rating of supportive campus environment (NSSE). Benchmark: Comparable to that at peer institutions
- Interactions with students of different beliefs and ethnicity (NSSE). Benchmark: Comparable to that at peer institutions
- Specific Accomplishments

Destination: Exceptional Research

Performance Measures and Benchmarks:

- Externally funded research expenditures. Benchmark: \$15 million
- Sponsored project proposals and awards. Benchmark: Awards of \$45 million
- Doctoral graduates. Benchmark: Sufficient to gain next higher Carnegie rating
- Number of publications and number of citations of Boise State publications. Benchmark: 10% increase in publications, 20% increase in citations.
- Specific Accomplishments

Goals and Strategies.

Note that strategies may contribute to multiple goals

Goal I. Develop network and outreach opportunities with the community

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Promote and reward research in and with the community
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Promote collaboration and sharing of information between campus and the community

Performance Measures and Benchmarks:

- Sponsored project funding from state, local, and private sources. Benchmark: Total sponsored project funding of \$45 million
- Students participating in applied experiences (NSSE). Benchmark: Rating comparable to that at peer institutions
- Impact of the Idaho Small Business Development Center. Benchmark: The yearly sales growth ISBDC clients remains at least 3 times higher than that of the average for all Idaho small businesses.
- Specific Accomplishments

Goal II. Respond to the educational needs of the region

Strategies:

- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Offer flexible course delivery options

Performance Measures and Benchmarks:

- Dual enrollment credits generated. Benchmark: 10% increase from previous year
- Degrees & Certificates Awarded. Benchmark: 5% increase from previous year
- Credit hours generated and graduates per citizen in service area. Benchmark: Does not decrease from previous year
- Percent of student financial aid met. Benchmark: 68% for undergraduates
- Specific Accomplishments

Goal III. Provide development opportunities for faculty to integrate research and teaching

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching
- Promote and reward research in and with the community
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Facilitate faculty collaborations across departments and colleges
- Promote collaboration and sharing of information between campus and the community.
- Secure funds for sponsored research activity.

Performance Measures and Benchmarks:

- Number of students participating in research projects with faculty (NSSE). Benchmark: Rating comparable to that at peer institutions
- Number of student participants in Undergraduate Research Conference. Benchmark: 350 student participants
- Number of graduate assistantships. Benchmark: 300 from all funding sources
- Specific Accomplishments

Goal IV. Build and maintain facilities to support programs and create an attractive and accessible environment

Strategies:

- Build residential communities for students, faculty, and staff
- Secure funds for sponsored research activity
- Build and sustain a comprehensive advancement/fundraising program
- Implement the campus master plan.

Performance Measures and Benchmarks:

- Square feet of classroom, instructional labs, research labs, residential, and study space per student. Benchmark: Comparable to peer data from Society for College and University Planning
- Square feet of research and office space per faculty member. Benchmark: Comparable to peer data from Society for College and University Planning
- Carbon footprint. Benchmark: Decrease from previous year; better rating than peers.
- Number of students in on-campus residential halls. Benchmark: Increase from previous year
- Specific Accomplishments

Goal V. Promote diverse communities that foster faculty, staff, and student interaction

Strategies:

- Create active learning opportunities in-class and out-of-class
- Build residential communities for students, faculty and staff
- Facilitate faculty collaborations across departments and colleges
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Implement the campus master plan

Performance Measures and Benchmarks:

- Number of students & faculty in study abroad programs. Benchmark: 10% increase from previous year
- Student perception of encouragement of interactions among those with different beliefs and ethnicities. NSSE rating. Benchmark: Rating comparable to that at peer institutions
- Student perception of quality of student and faculty interactions (NSSE). Benchmark: Rating comparable to that at peer institutions
- Perceptions of receiving fair and equal treatment (Campus Climate Survey). Benchmark: Ratings more favorable than first survey
- Number of students in on-campus residential halls. Benchmark: Increase from previous year
- Specific Accomplishments

Goal VI. Recruit and retain an academically prepared and diverse student body

Strategies:

- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching.
- Expand student recruitment efforts
- Create additional opportunities for student financial assistance
- Create active learning opportunities in-class and out-of-class
- Offer flexible course delivery options
- Build residential communities for students, faculty and staff
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Promote to the State the value of investing in higher education
- Secure funds for sponsored research activity
- Implement the campus master plan

Performance Measures and Benchmarks:

- Freshman Retention Rate (first time full time). Benchmark: 70%
- 6 year grad rate (first time full time). Benchmark: 35%
- Incoming student HS GPA and class standing. Benchmark: 3.4 GPA
- Incoming student ethnic diversity. Benchmark: 14%
- National Merit Scholar acceptances. Benchmark: 20
- Scholarship Dollars per Student FTE. Benchmark: \$2,300
- Specific Accomplishments

Goal VII. Recruit and retain faculty and staff to support the vision

Strategies:

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- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching
- Promote and reward research in and with the community
- Facilitate faculty collaborations across departments and colleges
- Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university
- Schedule, promote, and facilitate involvement in cultural and intellectual events
- Develop and promote programs to internationalize campus
- Promote to the State the value of investing in higher education
- Secure funds for sponsored research activity
- Build and sustain a comprehensive advancement/fundraising program.
- Implement the campus master plan

Performance Measures and Benchmarks:

- Faculty salaries as a percent of national average (AAUP). Benchmark: comparable to peers
- Professional staff salaries as a percent of national average (CUPA). Benchmark: comparable to peers
- Number of tenured/tenure-track faculty members. Benchmark: 1% increase per year
- Number of full-time lecturers. Benchmark: 1% increase per year
- Student FTE per budgeted faculty FTE. Benchmark: comparable to peer institutions
- Specific Accomplishments

Goal VIII. Provide student-centered services

Strategies:

- Create active learning opportunities in-class and out-of-class
- Offer flexible course delivery options
- Build residential communities for students, faculty and staff
- Schedule, promote, and facilitate involvement in cultural and intellectual events

Performance Measures and Benchmarks:

- Number of students receiving academic services: tutoring and advising. Benchmark: 5% increase from previous year
- Student rating of academic advising (NSSE). Rating comparable to that at peer institutions
- Student rating of academic support (NSSE). Benchmark: Rating comparable to that at peer institutions
- Student rating of administrative personnel and offices (NSSE). Benchmark: Rating comparable to that at peer institutions
- Specific Accomplishments

Goal IX. Create an organization that is responsive to change

Strategies:

- Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching

Performance Measures and Benchmarks:

- Number of organizational development workshops held by Training and Development. Benchmark: 120 per year previous year

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- % of university policies revised. Benchmark: 10% revised per year
- Specific Accomplishments

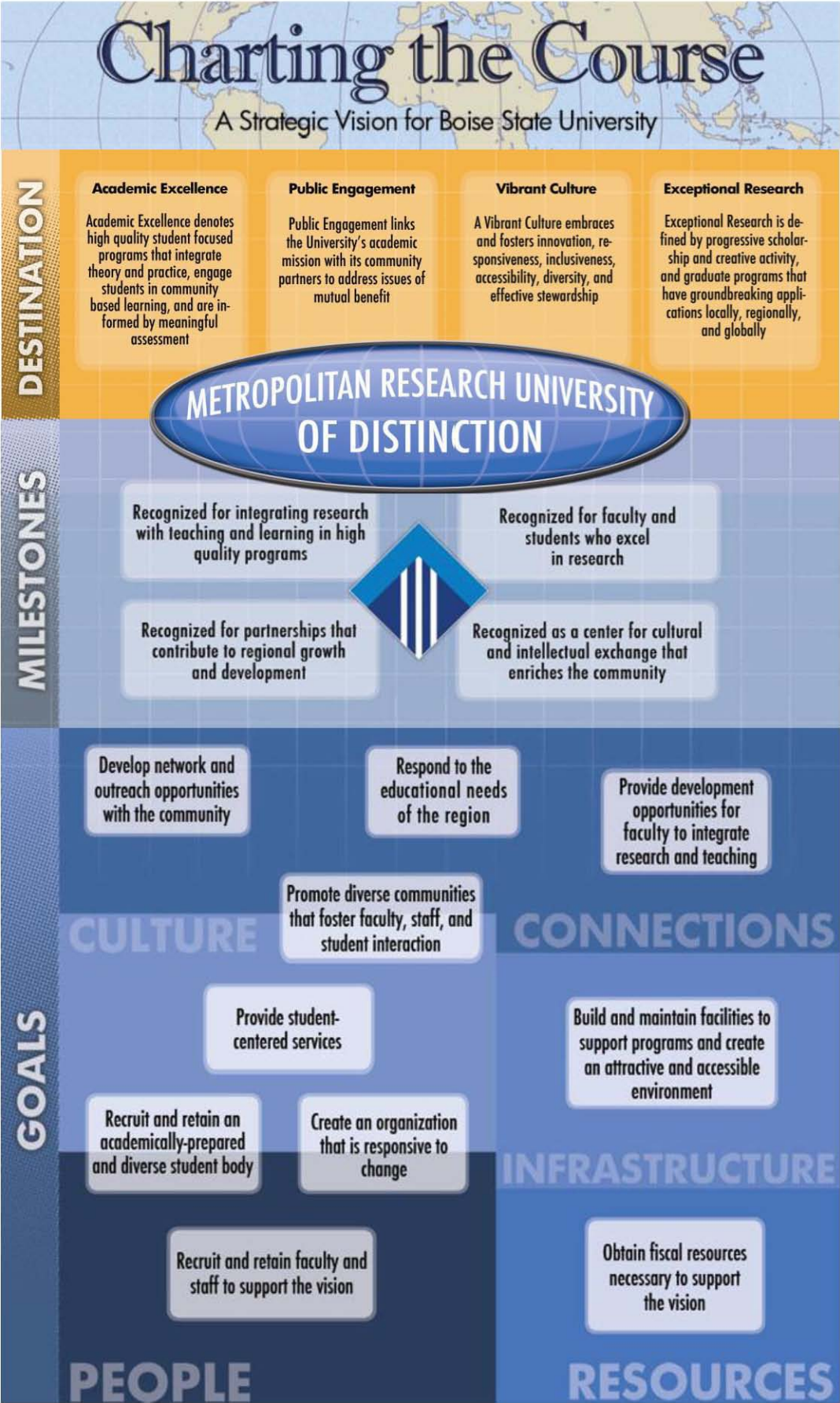
Goal X. Obtain fiscal resources necessary to support the vision

Strategies:

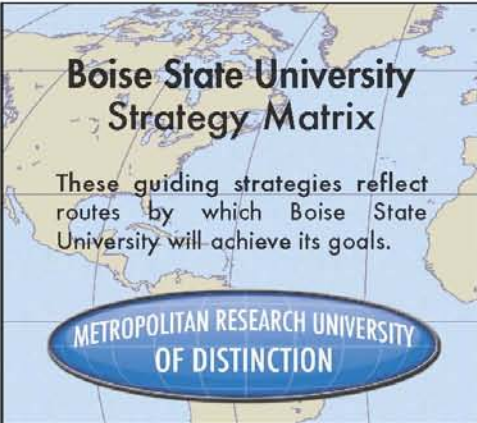
- Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching
- Create additional opportunities for student financial assistance
- Align educational offerings with economic development needs and incorporate employers' input into curriculum design
- Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university
- Secure funds for sponsored research activity
- Build and sustain a comprehensive advancement/fundraising program


Performance Measures and Benchmarks:

- Contributions to the Boise State Foundation. Benchmark: \$175 million by the end of the comprehensive campaign.
- Sponsored project income. Benchmark: \$45 million
- Specific Accomplishments



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<div>  </div>		GOALS									
		(1) Develop network and outreach opportunities with the community	(2) Respond to the educational needs of the region	(3) Provide development opportunities for faculty to integrate research and teaching	(4) Build and maintain facilities to support programs and create an attractive and accessible environment	(5) Promote diverse communities that foster faculty, staff, and student interaction	(6) Recruit and retain an academically-prepared and diverse student body	(7) Recruit and retain faculty and staff to support the vision	(8) Provide student-centered services	(9) Create an organization that is responsive to change	(10) Obtain fiscal resources necessary to support the vision
STRATEGIES	(a) Reward, promote, and publicize student and faculty successes in research and the integration of research with teaching										
	(b) Redesign annual evaluation and promotion and tenure criteria to include integration of research and teaching										
	(c) Promote and reward research in and with the community										
	(d) Expand student recruitment efforts										
	(e) Create additional opportunities for student financial assistance										
	(f) Create active learning opportunities in-class and out-of-class										
	(g) Align educational offerings with economic development needs and incorporate employers' input into curriculum design										
	(h) Offer flexible course delivery options										
	(i) Build residential communities for students, faculty, and staff										
	(j) Facilitate faculty collaborations across departments and colleges										
	(k) Develop a staffing plan, compensation packages, and structures commensurate with a metropolitan research university										
	(l) Schedule, promote, and facilitate involvement in cultural and intellectual events										
	(m) Promote collaboration and sharing of information between campus and the community										
	(n) Develop and promote programs to internationalize the campus										
	(o) Promote to the State the value of investing in higher education										
	(p) Secure funds for sponsored research activity										
	(q) Build and sustain a comprehensive advancement/fundraising program										
	(r) Implement the campus master plan										

Strategies support multiple goals;  illustrate examples

Numbers and letters do not signify priority ranking



Idaho State University Strategic Plan

Mapping Our Future: Leading in Opportunity and Innovation

2010-2013 Executive Summary

Idaho State University

Vision: Idaho State University strives to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

State Board of Education-Assigned Mission: As a regional public doctoral university serving a diverse population through research, state and regional public service, undergraduate and graduate programs. The university also has specific responsibilities in delivering programs in the health professions. Idaho State University formulates its academic plan and generates programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation. Idaho State University gives continuing emphasis in the areas of business, education, engineering, technical training and maintains basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum. ISU serves students, business and industry, the professions and public sector groups throughout the state and region as well as diverse and special constituencies, and works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

Idaho State University's efforts to meet our SBOE-assigned mission are anchored by certificate, associate, baccalaureate, master's and doctoral degree offerings, as well as family practice, dental, and pharmacy residency programs. Through programs in pharmacy and health-related professions, ISU is the state's lead institution for education in the health professions and related biological and physical sciences. The preparation of teachers, administrators, and other education professionals is another primary emphasis at ISU. Programs in business and engineering respond to a variety of current and emerging demands within the state and region, and, with the change in focus of the Idaho National Laboratory to nuclear science, ISU will expand its programming in this area and continue its leadership. ISU is committed to maintaining strong arts and sciences programs as independent, multifaceted fields of inquiry and as the basis of other academic disciplines. The University offers a substantial array of graduate programs in the arts and sciences, education, and health professions and currently generates more graduate student credit hours than any other Idaho institution. As a part of its community college function, ISU provides students high quality professional education and technical training in response to the needs of private industry.

GOAL ONE: ***Achieve academic excellence in undergraduate, graduate, professional, and technical education.*** (SBOE Strategic Plan: Goal 1, Objectives A-D)

OBJECTIVE 1.1: Enhance program excellence through an effective student mix and the maintenance of a strong and balanced student enrollment.

Performance Measure 1: Number students not requiring remedial/developmental coursework and/or admitted under a conditional admissions agreement as a percent of student population.

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Benchmark: Number of students not requiring remedial/developmental coursework and/or admitted under a conditional admissions agreement as a percentage of overall student enrollment will increase by 3% per year over the next three years. *(Benchmark established through examination of historical institutional data and future recruiting and enrollment projections.)*

Performance Measure 2: Overall student enrollment numbers.

Benchmark: Overall student enrollment numbers (headcount) will increase by 5% per year for the next two years. *(Benchmark established through examination of historical institutional data and future recruiting and enrollment projections.)*

OBJECTIVE 1.2: Recruit and retain a faculty that sustains a high quality learning environment through effective teaching, productive scholarship, and committed institutional and public service.

Performance Measure: Number of successful faculty recruitments as a percent of searches implemented.

Benchmark: Percentage of successful searches will be greater than 80% in any given year. Successful searches are defined as the hire of the search committee's first choice candidate. *(Benchmark established through examination of historical institutional data and success rates suggested in national literature.)*

OBJECTIVE 1.3: Provide library services that enhance the effectiveness of academic programming and research support for students and faculty.

Performance Measure: Fiscal and organizational resources to maintain and enhance existing library resources.

Benchmark: Library budget as a percentage of ISU's overall budget will remain level or increase over the next three years. *(Benchmark established through examination of historical institutional data and future state appropriation and student enrollment revenue projections.)*

OBJECTIVE 1.4: Create and maintain instructional facilities that enhance program effectiveness.

Performance Measure: Level of fiscal and organizational resources to maintain and enhance existing facilities.

Benchmark: Facilities budget as a percentage of ISU's overall budget will remain level or increase over the next three years. *(Benchmark established through examination of historical institutional data and future state appropriation and student enrollment revenue projections.)*

GOAL TWO: *Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Strategic Plan: Goal 2, Objective A; Goal 3, Objectives A&B)*

OBJECTIVE 2.1: Develop and maximize the creative and scholarly performance of ISU faculty and students.

Performance Measure: Dollar amount of external grants, awards, and contracts.

Benchmark: Dollar amount of external grants, awards, and contracts will increase by 5% per year over the next two years. *(Benchmark established through examination of historical institutional data.)*

OBJECTIVE 2.2: Develop strategic public and private partnerships focused on advancing the institutional mission, programming needs, and the needs of surrounding public and private entities.

Performance Measure: Numbers of public and private partnerships in place.

Benchmark: Numbers of partnerships to increase by 5% over the next two years. *(Benchmark established through examination of historical institutional data.)*

OBJECTIVE 2.3: Create and maintain research facilities and infrastructure that enhance program effectiveness.

Performance Measure: Level of fiscal and organizational resources to maintain and enhance existing facilities.

Benchmark: Research and facilities budgets as a percentage of ISU's overall budget will remain level or increase over the next three years. *(Benchmark established through examination of historical institutional data and future state appropriation and student enrollment revenue projections.)*

GOAL THREE: *Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research.* (SBOE Strategic Plan: Goal 2, Objectives A&D; Goal 3, Objectives A&B)

OBJECTIVE 3.1: Increase the numbers of clinical faculty employed by and affiliated with the University.

Performance Measure: Numbers of clinical faculty employed by and affiliated with the University.

Benchmark: Numbers of clinical faculty employed/affiliated increases by 3% per year over the next two years. *(Benchmark established through examination of historical institutional data and strategic planning in Kasiska College of Health Professions.)*

OBJECTIVE 3.2: Develop strategic public and private partnerships with health care organizations, facilities, and professional and provider organizations throughout the state and region.

Performance Measure: Numbers of public and private partnerships in place.

Benchmark: Numbers of partnerships to increase by 5% over the next two years. *(Benchmark established through examination of historical institutional data.)*

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OBJECTIVE 3.3: Enhance both governmental support and finances as well as external fund raising focused on health and medical education.

Performance Measure: Dollar amounts of governmental support and external grants and contracts focused on health and medical education.

Benchmark: Dollar amount of external grants, awards, and contracts will increase by 5% over the next two years. *(Benchmark established through examination of historical institutional data.)*

OBJECTIVE 3.4: Establish a distributive medical education program to leverage existing health care expertise and serve needs across the State of Idaho.

Performance Measure: Concrete understanding of specific medical education needs across the State of Idaho.

Benchmark: Collaboration with SBOE work group to produce statewide study, according to timeline and framework specified by SBOE.

GOAL FOUR: *Prepare students to function in a global society.* (SBOE Strategic Plan: Goal 1, Objectives A,B&D; Goal 3, Objectives A&B)

OBJECTIVE 4.1: Enrich learning and research opportunities for both students and faculty through greater development of international programming.

Performance Measure: Numbers of international study and exchange agreements in place.

Benchmark: Numbers of agreements in place will increase by 5% over the next two years. *(Benchmark established through examination of historical institutional data and strategic planning in divisions of Academic Affairs and Student Affairs.)*

OBJECTIVE 4.2: Recruit and retain students, faculty, and staff from underrepresented groups to better serve institutional and community needs for integration of multicultural and gender-related perspectives in our range of programming.

Performance Measure: Numbers of student, faculty, and staff from underrepresented groups as percentage of overall numbers.

Benchmark: Numbers recruited from underrepresented groups in each category will remain increase by 3% over the next three years. *(Benchmark established through examination of historical institutional data.)*

OBJECTIVE 4.3: Create instructional, research, residential, and social environments that encourage the social integration of all students, faculty, staff, and the larger community.

Performance Measure: Numbers of programs/events that foster peer involvement, social engagement, and institutional connections early in students' college careers.

Benchmark: Numbers of programs/events will increase by 10 % over the next three years. *(Benchmark established through examination of historical institutional data.)*

GOAL FIVE: *Focus institutional instructional and research expertise on community and societal needs throughout the state, region, nation, and world.* (SBOE Strategic Plan: Goal 2, Objectives A-D)

OBJECTIVE 5.1: Enhance partnerships with other institutions of higher education throughout the state and region.

Performance Measure: Number of partnerships/collaborations with other institutions of higher education.

Benchmark: Number of partnerships/collaborations will increase by 5% over the next two years. *(Benchmark established through examination of historical institutional data.)*

OBJECTIVE 5.2: Strengthen partnerships with K-12 organizations to enhance students' abilities to enter and ascend ISU's educational ladder of opportunity.

Performance Measure: Number of partnerships/collaborations with K-12 organizations.

Benchmark: Number of partnerships/collaborations will increase by 5% over the next two years. *(Benchmark established through examination of historical institutional data.)*

OBJECTIVE 5.3: Enhance existing alumni relations and support and develop further resources aimed at supporting the University's mission.

Performance Measure: Update and streamlining of alumni organization data and records processes.

Benchmark: Successful implementation of ISU Foundation enterprise resource planning system and related auxiliary systems (Viking/Raiser's Edge) by the end of FY 2011.

GOAL SIX: *Promote the efficient and effective use of resources.* (SBOE Strategic Plan: Goal 1, Objective C; Goal 4, Objective A)

OBJECTIVE 6.1: Develop a culture of effective and efficient governance based on organization, communication, accountability, consistency, relationship building, and university-wide prioritization.

Performance Measure: Engagement of campus-wide constituencies in development of comprehensive institutional strategic plan, including measurables and financials.

Benchmark: Completion of plan and alignment across all colleges/units, with documented feedback from campus-wide constituencies by end of FY2011. *(Benchmark established through consultation with senior leadership, faculty, staff, and student governance structures.)*

OBJECTIVE 6.2: Provide an administrative infrastructure that provides proper budgeting processes and sound budgetary oversight.

Performance Measure: Engagement of campus-wide constituencies in maintenance of comprehensive institutional budget process.

Benchmark: Implementation of current non-emergency budgeting process, with documented participation from campus-wide constituencies, by end of FY2011. *(Benchmark established through consultation with senior leadership, faculty, staff, and student governance structures.)*

OBJECTIVE 6.3: Develop a clear and concise Manual of Administrative Policies and Procedures that help to ensure compliance with applicable laws and regulations, promote operational efficiencies, enhance the University's mission, and reduce institutional risks.

Performance Measure: Numbers of MAPPS completed.

Benchmark: Total numbers of MAPPS will increase by five each year over the next three years. *(Benchmark established through examination of historical institutional data and through consultation with senior leadership.)*

OBJECTIVE 6.4: Strengthen fiscal controls, with attention to stakeholder involvement and understanding, to maximize the propriety of and control over financial transactions, as well as ensure that assets are protected and costs are incurred only when necessary.

Performance Measure: Total number of external audit recommendations.

Benchmark: Total number of audit recommendations will decrease over the next two years. *(Benchmark established through examination of historical institutional data and through consultation with senior leadership.)*

OBJECTIVE 6.5: Ensure that Information Technology Services supports the university's missions for teaching and learning, research, and administration applications by providing appropriate information and instructional technology and support, built on an effective and reliable information technology infrastructure.

Performance Measure: Fiscal and organizational resources to maintain and enhance existing ITS resources.

Benchmark: ITS budgets as a percentage of ISU's overall budget will remain level or increase over the next three years. *(Benchmark established through examination of historical institutional data and future state appropriation and student enrollment revenue projections.)*

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KEY EXTERNAL FACTORS
(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)

Funding:

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. Two successive years of deep reductions in state-appropriated funding have made it increasingly difficult to plan for and implement strategic growth.

Legislation/Rules:

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute or rule and are not under institutional or SBOE control. Changes to statute and rule desired by the institution are accomplished according to state guidelines. As with SBOE rules, rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

Federal Government:

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. While the influx of federal stimulus funds provided a certain buffer for FY 2010, the loss of the bulk of stimulus funds for FY2011 severely mitigates even short term positive impacts that the stimulus funding has had.

Local/Regional/National/Global Economic Outlook:

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of monies students and prospective have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. As commodities prices for a range of items from food to fuel continue to experience volatility, we can expect students' economic experiences to continue to affect their ability and willingness over the short term to engage higher education. While the current recessionary trends in the state economy show signs of rebounding, such economic progress has not yet solidified, thus accurate projections for growth remain problematic.

Regional and National Demographic Trends:

As with economic trends, demographic trends throughout the region and nation continue to affect both recruitment into higher education, as well as a range of progress and completion issues. These changing social demographics and the corresponding changes in our student and prospective student demographics will make it increasingly important for ISU to critically examine our range of services and functions and to continue to refine them to better serve the range of constituencies which constitute our institutional and larger communities.



Lewis-Clark State College

Strategic Plan

Submitted March 23, 2010

FY2011-2015

Lewis-Clark State College

Strategic Plan FY2011-2015

VISION STATEMENT

Unique among Idaho's institutions of higher education, LCSC will fulfill the SBOE vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team. LCSC's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on quality of instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs. Lewis-Clark students' personalized instruction will be complemented by personal application of knowledge and skills in the real world, as embodied in the College's motto: "*Connecting Learning to Life*." LCSC will be an active partner with the K-12 school system, community service agencies, and private enterprises and will support regional economic and cultural development. LCSC will strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs; student fees; housing, textbook, and lab costs; and financial assistance to ensure affordability. LCSC will vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness. LCSC will nurture the development of strong personal values and will emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the state, the nation, and the world.

MISSION STATEMENT

LCSC's official role and mission statement (approved by the SBOE in 1998) is provided below:

1. Type of Institution

Lewis-Clark State College is a regional state college offering undergraduate instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the state and local economy and other educational programs designed to meet the needs of Idahoans.

Lewis-Clark State College will formulate its academic plan and generate programs with primary emphasis in the areas of business, criminal justice, nursing, social work, teacher preparation, and professional-technical education. The College will give continuing emphasis to select programs offered on and off campus at non-traditional times, using non-traditional means of delivery and serving a diverse student body. Lewis-Clark State College will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum.

2. Programs and Services (listed in order of emphasis)

- **Baccalaureate Education:** Offers a wide range of baccalaureate degrees and some qualified professional programs.
- **Associate Education:** Offers a wide range of associate degrees and some qualified professional programs.
- **Certificates/Diplomas:** Offers a wide range of certificates and diplomas.
- **Distance Learning:** Uses a variety of delivery methods to meet the needs of diverse constituencies.
- **Technical and Workforce Training:** Offers a wide range of professional, technical and outreach programs.
- **Continuing Education:** Provides a variety of life-long learning opportunities.
- **Research:** Conducts select coordinated and externally funded research studies.
- **Graduate:** None.

3. Constituencies Served: The institution serves students, business and industry, the professions, and public sector groups primarily within the region and throughout the state, as well as diverse and special constituencies. Lewis-Clark State College works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

Goal I. A well educated citizenry: Support the Idaho State Board of Education's efforts to provide opportunities for individual advancement.

SBOE Objective A: ACCESS- Support the Idaho State Board of Education's efforts to improve access for individuals of all ages, abilities, and economic means to Idaho's educational system.

1. Increase number of high school students participating in concurrent enrollment.

- **Performance Measure:** Enrollment data (headcount and FTE)
- **Benchmark:** Enrollment in concurrent enrollment classes will increase 4%.

2. Increase scholarship dollars awarded per student FTE.

- **Performance Measure:** Scholarship dollars awarded per student FTE
- **Benchmark:** Scholarship dollars awarded per student FTE will increase 4%.

SBOE Objective B: Quality Instruction and Learning – Support the State Board of Education's efforts to facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff, continue the development of a career advancement, professional development, and compensation system that recognizes and rewards knowledge, skills, and productivity. Increase the availability of highly qualified teachers, especially in high need areas.

1. Continue developing a compensation system that rewards LCSC employees for knowledge, skills, and productivity while promoting recruiting, hiring, and retention.

- **Performance Measure-Classified Staff:** State of Idaho Classified Staff Pay Schedule
- **Benchmark:** Classified Staff pay will be 90% of *Policy*.
- **Performance Measure- Professional Staff (Administrative):**

College and University Professional Association for Human Resources (C.U.P.A) - Administrative Salary Survey

- **Benchmark:** Compensation for professional staff (Administrative) will be 90% of the average C.U.P.A. Administrative Salary Survey median for institutions in the same budget quartile as Lewis-Clark State College.
 - **Performance Measure- Professional Staff (Mid-level and Professional):** College and University Professional Association for Human Resources (C.U.P.A.) Mid-Level and Professional Salary Survey
 - **Benchmark:** Compensation for professional staff (mid-level and professional) will be 90% of average C.U.P.A. Mid-Level and Professional Survey median for institutions in the same budget quartile as Lewis-Clark State College.
 - **Performance Measure- Instructional Personnel:** Integrated Postsecondary Education Data System (IPEDS), Human Resources Report
 - **Benchmark:** Compensation for instructional personnel will be 90% of the average of peer institutions by academic rank as reported by IPEDS.
2. Increase the availability of highly qualified teachers, especially in high-need areas.
- **Performance Measure:** Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition
 - **Benchmark:** The percentage of first-time students passing the PRAXIS II will exceed 90%.

SBOE Objective C: Effective and Efficient Delivery Systems- Support the Idaho State Board of Education's efforts to improve the effective and efficient use of resources in delivery of Idaho's educational system.

1. Increase LCSC's use of distance learning to improve efficient use of resources.
- **Performance Measure:** Fall 10th day duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses
 - **Benchmark:** Fall 10th day duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses will increase 15%.

SBOE Objective D: Higher Level of Educational Attainment- Support the State Board of Education's efforts to increase the postsecondary completion rate.

1. Increase the number of degrees and certificates awarded.
 - **Performance Measure:** The number of degrees and certificates awarded
 - **Benchmark:** Degrees and certificates awarded will increase 8%.
2. Improve LCSC's retention rate.
 - **Performance Measure:** First-year/ full-time cohort retention rate
 - **Benchmark:** First-year/ full-time cohort retention rate will increase 1%.
3. Improve LCSC's graduation rate.
 - **Performance Measure:** First-year/ full-time cohort 150% graduation rate
 - **Benchmark:** First-year/ full-time 150% graduation rate will increase 1%.

Goal 2. A Qualified Workforce: Support the State Board of Education's efforts to provide quality graduates with the knowledge, skills, and desire for lifelong learning necessary to meet the workforce needs of today and tomorrow.

SBOE Objective A : **Relevant Education Programs** – Support the State Board of Education's efforts to insure that programs are up-to-date and available, and reflect the needs of society and the workforce.

1. Update and revise the long-range plan to address how LCSC can meet regional health care needs.
 - **Performance Measure:** Enrollment in health-care profession programs
 - **Benchmark:** Enrollment in BSN, RN to BSN, and RAD-Tech will be within 90% of projections.

SBOE Objective B : **Teacher Preparation-** Support the State Board of Education's efforts to improve coordination between teacher education programs and school districts.

1. Improve coordination between LCSC's teacher education program and school districts.
 - **Performance Measure:** Charlotte Danielson's teacher evaluation framework will be introduced to LCSC teacher candidates.

- **Benchmark:** Two seminar syllabi will include information on the Danielson framework.

SBOE Objective C : Student Articulation and Transition- Support the State Board of Education's efforts to allow students to efficiently and effectively transition into the workforce.

1. Provide the economy with employable graduates.

- **Performance Measure:** Percentage of LCSC graduates employed

- **Benchmark:** 90% of LCSC graduates will have positive placement.

SBOE Objective D : Adult Learner Re-Integration – Improve the re-integration of under-prepared adults into the education system. Improve articulation and transition process for adult learners returning to the educational system.

- **Performance Measure:** The number of G.E.D. certificates awarded by LCSC
- **Benchmark:** LCSC will award 425 G.E.D. certificates in 2011.
- **Performance Measure:** The percentage of people served by the Center for New Directions who enter an education or training program
- **Benchmark:** The percentage of people served by the Center for New Directions who enter an education or training program will increase 5%.

Goal 3. Creativity and Innovation- Support the State Board of Education's efforts to provide a fertile ground for the development of new ideas and knowledge.

SBOE Objective A : An Environment in Which Critical Thinking, Innovation, and Creativity Can Thrive, Both at the Individual and System Level – Promote research and development of new ideas. Facilitate the implementation of those ideas into solutions that benefit society.

- **Performance Measure:** ETS Measures of Academic Proficiency and Progress or ETS Proficiency Profile critical thinking construct

- **Benchmark:** LCSC will score at the 75th percentile of comparison institutions (Baccalaureate Diverse) on the Measures of Academic Proficiency and Progress or the ETS Proficiency Profile critical thinking construct

SBOE Objective B: Encouragement and Support for Students at All Levels to Be Innovative and Creative – Engage students in the creative processes made possible by research and its application.

- **Performance Measure:** The number of presentations at the LCSC Senior Research Symposium
- **Benchmark:** The number of presentations at the LCSC Senior Research Symposium will increase 6%

GOAL 4: TRANSPARENT ACCOUNTABILITY- Support the State Board of Education's efforts to improve efficiency to accelerate progress towards transforming education. Develop tools to improve transparency and accountability in Idaho's public education system.

Objective A: Robust Metrics and Measurement System – Develop a model for continuous improvement and increased level of public confidence in the education system through performance-based assessments and accountability, and monitoring of accreditation processes.

- **Performance Measure:** Continue using the continuous improvement model as specified by NWCCU accreditation criteria and address the NWCCU recommendation made during the 2009/10 NWCCU decennial accreditation.
- **Benchmark:** NWCCU recommendation addressed. (Y/N)

Objective B: State-Wide Data System - Improve the quality and efficiency of data collection and reporting for informed decision-making and policy implementation. Implement a statewide P-20 longitudinal data system.

- **Performance Measure:** LCSC's participation in developing the state-wide data system.
- **Benchmark:** LCSC will participate in developing the state-wide data system. (Y/N)

Key External Factors
(Beyond control of Lewis-Clark State College):

Funding:

Historically, Lewis-Clark State College strategic goals and objectives assumed on-going and sometimes significant additional levels of State legislative appropriations provided through the SBOE. The reduced availability of state revenues (for appropriation), gubernatorial, and legislative support for some initiatives has had an impact. Lewis-Clark State College has addressed the funding issues through the institution's planning process and has ensured that core functions of the College have been preserved.

Legislation/Rules/Policy:

Beyond funding considerations, many education policies are embedded in state statute, rule, or SBOE policy and not under the control of LCSC.

Federal Government:

A great deal of educational funding is provided by the federal government. Funding for higher education is subject to congressional and executive support.

Economy:

Historically, weak economic performance indicators have translated into increased student numbers. The decline in the availability of well-paying jobs will lead many potential students to choose education over employment. This will further challenge institutional resources. Additionally, many of those students entering LCSC as a result of poor economic performance will require financial assistance and close advising to sustain their enrollment.

Successful transition to the workforce is not just a reflection of the quality of educational programs but also a function of the availability of jobs. The prevailing economic climate will adversely impact the percentage of LCSC graduates who find employment.

Eastern Idaho Technical College Strategic Plan 2011-2015

Vision

Our vision is to be a superior quality professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college, and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

Mission

Eastern Idaho Technical College provides superior educational services in a positive learning environment that supports student success and regional workforce needs.

GOAL I: Provide high quality educational programs that prepare students to be successful.

Objectives:

1. Monitor college service area's labor market needs and review the need for new academic programs and community education/workforce training courses.
 - **Performance Measure:**
 - Number of academic programs and community education/workforce training courses identified as needed to respond to labor market needs.
 - **Benchmark:**
 - Identify at least one (1) academic program and at least five (5) community education/workforce training courses identified to respond to labor market needs.
2. Determine feasibility of developing one (1) new academic program and five (5) community education/workforce training courses identified as needed to respond to labor market needs.
 - **Performance Measure:**
 - Completion of feasibility analysis for one (1) new academic program and five (5) community education/workforce training courses.
 - **Benchmark:**
 - Feasibility analyses will be completed for one (1) new academic program and five (5) community education/workforce training courses.
3. Development of new academic program(s) and community education/workforce training courses deemed feasibly possible.
 - **Performance Measure:**
 - Development of feasibly possible program(s) and community education/workforce training courses.

- **Benchmark:**

- All feasibly possible academic program(s) and community education/workforce training courses will be developed.

GOAL II: Provide high quality admission and student support.

Objectives:

1. Provide multiple opportunities to obtain feedback from potential and current students aka “customers.”
 - **Performance Measure:**
 - Number of opportunities for potential and current students to provide feedback regarding their experience with admission and student support staff.
 - **Benchmark:**
 - Identify opportunities currently in place to obtain feedback from potential and current students. Create at least one (1) additional opportunity for potential students to provide feedback to the college about their experience when encountering admission and student support staff. Create at least one (1) additional opportunity for current students to provide feedback to the college about their experience with admission and student support staff.
2. Implement improvements based upon feedback from “customers.”
 - **Performance Measure:**
 - Number of newly implemented “customer” improvements.
 - **Benchmark:**
 - Implement at least three (3) new ideas, identified via feedback of potential students and/or currently enrolled students, to enhance the experience of the potential student and/or the currently enrolled student as it pertains to admissions and/or student support.

GOAL III: Provide a safe and high quality learning environment.

Objectives:

1. Review Emergency Response Plan maintained by the Emergency Response Committee and make changes as appropriate.
 - **Performance Measure:**
 - Ongoing review of Emergency Response Plan with appropriate changes made to plan.
 - **Benchmark:**
 - Throughout the year, at quarterly meetings, the Emergency Response Committee will review the components of the Emergency Response Plan and modify said plan as appropriate to support a safe learning environment.
2. Increase reach of the EITC Tutoring Center and the services provided by the Center.
 - **Performance Measure:**
 - Number of students served.

- **Benchmark:**
 - Increase number of students served, during each academic year, by at least one percent (1%).
- 3. Implement improvements based upon feedback from students via faculty evaluations.
 - **Performance Measure:**
 - Number of newly implemented improvements made by students via faculty evaluations.
 - **Benchmark:**
 - Implement at least one (1) new idea, identified via feedback of students through faculty evaluations.

GOAL IV: Enhance community partnerships.

Objectives:

1. Increase reach of Adult Basic Education Division (ABE) in their efforts to assist individuals become more capable and productive community members and improve individuals' skills in reading, math, writing, and English as a second language; as well as, preparing individuals to successfully complete the GED, if desired.
 - **Performance Measure:**
 - Number of students served.
 - **Benchmark:**
 - Increase number of students served, during each academic year, by at least one percent (1%).
2. Increase reach of Center for New Directions (CND) in their efforts to empower individuals to make positive life changes.
 - **Performance Measure:**
 - Number of students served.
 - **Benchmark:**
 - Increase number of students served, during each academic year, by at least one percent (1%).
3. Encourage collaboration with college service area's labor market.
 - **Performance Measure:**
 - Publicity regarding desire to be of service to college service area's labor market area.
 - **Benchmark:**
 - Increase number of incidents that public relations materials includes specific mention of EITC's desire to collaborate with area market (site existing collaborative efforts as examples, i.e. INL, Wildland Fire Courses, Tech Prep, etc.) by at least three (3) incidents.

Key External Factors
(beyond the control of Eastern Idaho Technical College)

Funding:

Most State Board of Education strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain.

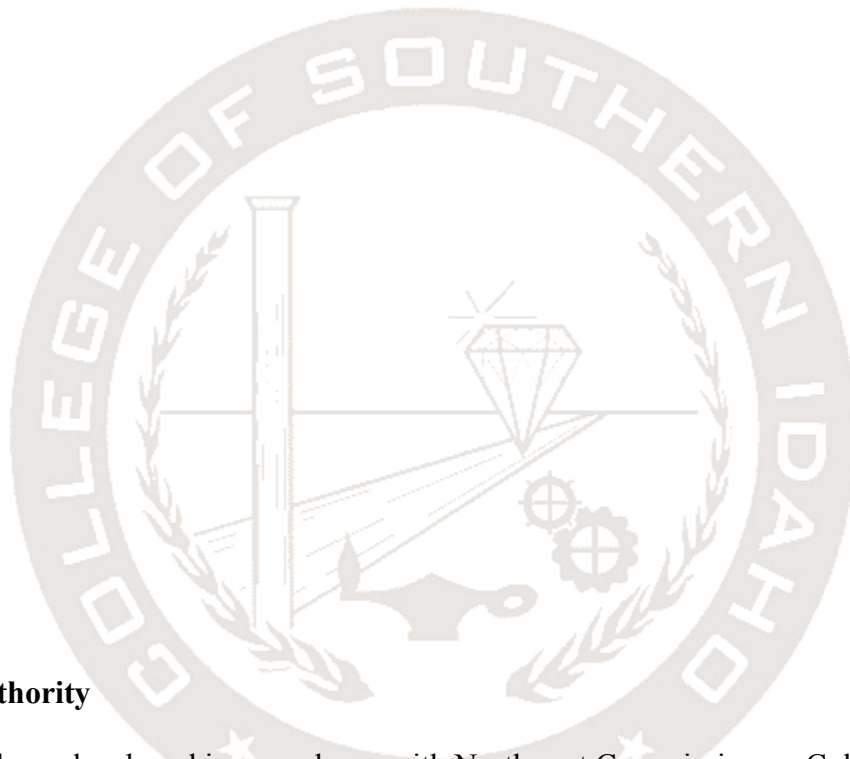
Legislation/Rules:

Beyond funding considerations, many education policies are embedded in State statute or rule and not under Board control. Changes to statute and rule desired by the Board of Education are accomplished according to State guidelines. Rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation must be supported by the Governor, gain approval in the germane legislative committees and pass both houses of the Legislature.

Federal Government: A great deal of education funding for Idaho public schools is provided by the federal government. Funding is often tied to specific federal programs and objectives and therefore can greatly influence education policy in the State.



College of Southern Idaho Strategic Plan 2011 – 2015



Statutory Authority

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) standards and has been approved by the College of Southern Idaho Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

Adopted by the College of Southern Idaho Board of Trustees on 03/22/10.

Mission Statement

The College of Southern Idaho, a comprehensive community college, provides quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. CSI prepares students to lead enriched, productive, and responsible lives in a global society.

Core Values

The following core values, principles, and standards guide our vision and conduct:

People	Above all, we value our students, employees, and community. We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees.
Learning	We value lifelong learning, informed engagement, social responsibility, and productive global citizenship. We are committed to student learning and success. We strive to instill in our students and employees a lifelong passion for learning.
Access and Opportunity	We value convenient, affordable, and equitable access to higher education. We make every effort to eliminate or minimize barriers to access. We create opportunities for educational, personal, and economic success.
Quality and Excellence	We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes.
Creativity and Innovation	We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit.
Responsibility and Accountability	We value personal and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public's ongoing trust. We strive to develop an environment that encourages and enables a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources and strive to create facilities, systems, programs, and practices that are environmentally sustainable.
Collaboration and Partnerships	We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources.

Vision 2015

The College of Southern Idaho will be recognized regionally and nationally as a progressive community college committed to student learning and success, and to the human, economic, cultural, and social development of the region.

- We will be the higher education institution of choice because of our instructional excellence, exemplary support services, and our accessibility and affordability.
- We will challenge our students and foster intellectual curiosity, critical inquiry, creative problem solving, and thoughtful reasoning.
- We will inspire our students to become lifelong learners, productive workers, engaged leaders, and responsible global citizens.
- We will support our employees by providing the necessary training, information, and resources; and expect active participation, responsible decision-making, high performance, and personal accountability.
- We will maintain the ongoing trust of our constituents by demonstrating responsible management and investment of the resources entrusted to us.
- We will be responsible stewards of our natural resources.

Strategic Initiatives

- I. Responsiveness
- II. Commitment to Learning and Success
- III. Performance and Accountability
- IV. Global Citizenship and Competitiveness
- V. Advocacy

Strategic Initiatives, Goals, and Objectives

Strategic Initiative I: Responsiveness to the needs of our stakeholders

1. Goal: Provide convenient, affordable, and equitable access to our programs, services, and resources

- 1.1. Eliminate or minimize barriers to access
- 1.2. Expand early awareness and pre-college programs and services
- 1.3. Continue to strengthen our relationship with school counselors, teachers, and administrators
- 1.4. Expand recruiting efforts to include all prospective student groups
- 1.5. Maintain the affordability of our programs and services
- 1.6. Continue to increase the availability of need-based and merit-based financial aid/scholarships

Performance Measure: Enrollment (headcount, credit hours, FTE) - academic, professional-technical, dual credit, TechPrep, developmental, adult basic education, continuing education, workforce training

Benchmark: Overall headcount will increase by 2% a year
Overall FTE will increase by 1% a year

Performance Measure: Market penetration – eight-county participation rates

Benchmark: By 2015 the percentage of population aged 16 or above in CSI's eight-county service area that participates in an instructional course sponsored by CSI during a given calendar year will increase to 12%

Performance Measure: Tuition and fees

Benchmark: Maintain tuition and fees at or below that of our peer institutions

Performance Measure: Scholarships disbursed

Benchmark: Scholarship dollars per student FTE will increase

2. Goal: Meet the diverse and changing needs and expectations of our students and the communities we serve

- 2.1. Maintain a College-wide strategic marketing focus based on a thorough understanding of the needs of our stakeholders and reinforced by every element of the marketing mix

- 2.2. Continue to improve the quality, relevancy, efficiency, and effectiveness of our courses, programs, and services
- 2.3. Maintain a healthy, safe, and inviting learning environment that is conducive to learning
- 2.4. Meet the diverse and changing *needs and expectations of our students*
 - 2.4.1. Offer quality educational programs and services that meet the needs of students with diverse backgrounds, socioeconomic statuses, experiences, preparation levels, abilities, learning styles, and educational objectives
 - 2.4.2. Provide university parallel curriculum for transfer students, state-of-the-art program of professional-technical education, appropriate developmental education, workforce training and development, enrichment programs, continuing education, and professional development opportunities
- 2.5. Meet the diverse and changing *needs and expectations of employers* in the area
 - 2.5.1. Provide workforce training and development, short-term customized training, and industry certifications
 - 2.5.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers
 - 2.5.3. Train globally competitive workers
 - 2.5.4. Develop mutually beneficial partnerships with industry
- 2.6. Meet the diverse and changing *needs and expectations of the communities we serve*
 - 2.6.1. Serve as an engine for economic, social, and cultural development and vitality
 - 2.6.2. Contribute to improved quality of life in the region
 - 2.6.3. Develop the region's most important resource – its human capital – by providing lifelong learning opportunities
 - 2.6.4. Provide access to services, expertise, and state-of-the-art facilities

Performance Measure: Student engagement and satisfaction rates

Benchmark: Active and collaborative learning - CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group
Student effort - CCSSE survey results will demonstrate student effort ratings at or above the national comparison group
Academic challenge - CCSSE survey results will demonstrate academic challenge ratings at or above the national comparison group
Student-faculty interaction - CCSSE survey results will demonstrate student-faculty interaction ratings at or above the national comparison group

Support for learners - CCSSE survey results will demonstrate support for learners ratings at or above the national comparison group

Performance Measure: Licensure and certification pass rates

Benchmark: Maintain licensure and certification rates at or above state or national rates for all programs with applicable exams (and where the national/state rates are available)

Performance Measure: Employment status of professional-technical graduates

Benchmark: At least 90% of PTE graduates will be employed in their field of study one year after graduation

Performance Measure: Employer satisfaction with PTE graduates

Benchmark: Survey results will demonstrate an overall employer satisfaction with PTE graduates

Strategic Initiative II: Commitment to learning and the success of our students, employees, and institution

3. *Goal: Demonstrate a continued commitment to, and shared responsibility for, student learning and success*

- 3.1. Identify and reduce barriers to student learning and success
- 3.2. Develop clear pathways to student success
- 3.3. Employ effective and innovative instructional strategies and incorporate principles of universal design
- 3.4. Maintain high standards for student learning, performance, and achievement
- 3.5. Challenge and empower students to take responsibility for their own learning
- 3.6. Develop subject matter competence, effective communication, critical thinking, creative problem solving, interpersonal relations, and leadership skills
- 3.7. Foster active and collaborative learning
- 3.8. Offer interdisciplinary, experiential, and service learning opportunities
- 3.9. Encourage meaningful engagement and social responsibility
- 3.10. Continue to improve educational attainment (persistence, degree completion, transfer) and achievement of career/educational goals
- 3.11. Develop and expand partnerships with K-12 schools, community colleges, four-year institutions, and other public and private organizations that will allow us to help our students reach their educational and career goals

Performance Measure: Retention/persistence rates

Benchmark: Maintain or increase retention/persistence rates

Performance Measure: Graduation rates

Benchmark: The proportion of students who enrolled in and subsequently completed a degree or certificate program will increase

Performance Measure: Transfer rates

Benchmark: By the end of 2015 achieve a transfer rate of 30% of all first-time, full-time, degree-seeking students four years after initial fall enrollment

By the end of 2015 achieve a transfer rate of 45% within four years of all students indicating a desire to transfer at initial enrollment

Performance Measure: Student satisfaction with courses, programs and services

Benchmark: Results of course evaluations and graduation surveys will demonstrate an overall satisfaction with courses, programs and services

4. Goal: Demonstrate a continued commitment to employee learning, growth, and success

- 4.1. Recruit and retain faculty and staff who are committed to student learning and success
- 4.2. Support the role of faculty, staff, and administration as learners and teachers
- 4.3. Support employees by providing the necessary resources, tools, training, professional development, and information needed to do their jobs effectively
- 4.4. Provide ongoing training and professional development opportunities
- 4.5. Develop strategic thinking skills and build a leadership pipeline
- 4.6. Recognize and reward competence, performance, and contributions to the attainment of our strategic goals and objectives
- 4.7. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
- 4.8. Show appreciation for and celebrate employee contributions and successes

Performance Measure: Employee compensation competitiveness

Benchmark: CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College survey

Performance Measure: Development/training expenditures per FTE employee

Benchmark: Development/training expenditures per FTE employee will be maintained at or above current levels

Performance Measure: Faculty/staff satisfaction rates

Benchmark: Survey results will demonstrate an overall satisfaction with the job, campus environment, priorities/processes

5. Goal: Demonstrate a continued commitment to institutional growth and success

- 5.1. Plan for growth and manage it strategically and effectively
- 5.2. Employ effective market, product, technology, facilities, operations, management, and systems strategies that foster sustainable growth
- 5.3. Implement a strategic enrollment plan that promotes student success, addresses effective recruitment and retention, and is supported by programs, resources, and services that meet the needs of our students
- 5.4. Maintain an entrepreneurial approach to program development and management
- 5.5. Continue to critically analyze our program mix, class scheduling, and resource allocation
- 5.6. Ensure that the College remains financially viable and sustainable
- 5.7. Implement cost-saving strategies while maintaining the quality of our programs and services
- 5.8. Identify and aggressively pursue new revenue sources
- 5.9. Continue to develop mutually beneficial partnerships
- 5.10. Build and maintain facilities that support teaching and learning
- 5.11. Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations
- 5.12. Continue to improve campus safety and strengthen emergency and disaster planning and preparedness

Performance Measure: Average credit section size

Benchmark: Maintain the average credit section size comparable to that of our peer institutions

Performance Measure: Student/faculty ratio

Benchmark: Maintain the average student/faculty ratio at levels - full-time equivalent students to full-time equivalent instructional faculty – comparable to those of our peer institutions

Performance Measure: Student/staff ratio

Benchmark: Maintain the average student/staff ratio at levels – full-time equivalent students to full-time equivalent staff – comparable to that of our peer institutions

Strategic Initiative III: Performance and accountability

6. Goal: Maintain a culture of planning, assessment, and continuous improvement

- 6.1. Encourage and enable campus-wide participation in institutional planning and assessment activities
- 6.2. Create an environment where all employees assume responsibility for their role in the institutional planning and effectiveness processes
- 6.3. Ensure that strategic initiatives, goals, and objectives drive our decision-making, resource allocation, and everyday operations
- 6.4. Align unit operational plans with the College strategic plan
- 6.5. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, processes, and practices
- 6.6. Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance, effectiveness, and accountability
- 6.7. Communicate performance levels internally and externally

Performance Measure: Learning outcomes

Benchmark: Every course and program will demonstrate effective use of outcomes assessment strategies to measure student learning outcomes and for continuous improvement

7. Goal: Demonstrate responsible stewardship and public accountability

- 7.1. Demonstrate public accountability (legal, fiscal, social, and programmatic)
- 7.2. Maintain public trust through transparency and responsible stewardship of the resources entrusted to us
- 7.3. Allocate, manage, and invest human, financial, physical, and intellectual resources prudently, effectively, and efficiently
- 7.4. Effectively communicate the College's effectiveness in carrying out its mission

Performance Measure: Instructional cost per credit hour and student FTE
Benchmark: Instructional costs per credit hour and student FTE will compare favorably to those of our peer institutions

Strategic Initiative IV: Global citizenship and competitiveness

8. *Goal: Actively contribute to global awareness, understanding, engagement, and competitiveness*

- 8.1. Educate stakeholders on the importance and value of global education to the success of our students and to the long-term viability and prosperity of our community, state, and nation
- 8.2. Promote understanding of global interdependence by infusing global perspectives and integrating international and intercultural education across the curricula
- 8.3. Provide quality educational programs and experiences that prepare students to compete successfully in an increasingly interconnected global marketplace
- 8.4. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
- 8.5. Encourage and provide opportunities for our students to interact with and learn from others' multicultural and international experiences
 - 8.5.1. Facilitate interaction with people from different social, cultural, and linguistic backgrounds
 - 8.5.2. Recruit and retain international students
- 8.6. Provide opportunities for international experiences
 - 8.6.1. Promote study abroad and international service learning opportunities
 - 8.6.2. Provide international travel opportunities
- 8.7. Encourage and support faculty/staff participation in global learning opportunities
- 8.8. Collaborate with other institutions on global initiatives

Performance Measure: Number of courses that incorporate global issues into the curriculum

Benchmark: The number of courses that incorporate global issues into the curriculum will increase

Performance Measure: Number of presentations, events, and activities that address global issues

Benchmark: Every fall and spring semester CSI will have at least five presentations, events, or activities addressing global issues

Performance Measure: Participation in international study/travel opportunities
Benchmark: The number of students and faculty who participate in international study/travel will increase

9. Goal: Promote environmental sustainability

- 9.1. Promote stewardship of our natural resources
- 9.2. Provide leadership and raise the visibility of environmental initiatives
- 9.3. Engage students, employees, and the community in open discourse about the importance of the environment and our role in conserving it for future generations
- 9.4. Provide information and training on the sustainability of our environment through conservation and innovation
- 9.5. Incorporate environmental education and sustainability principles across the curricula
- 9.6. Do our part in preserving a clean and healthy environment
- 9.7. Strive to develop and implement facilities, systems, and practices that are environmentally sustainable - reduce, reuse, and recycle
 - 9.7.1. Minimize our environmental impact
 - 9.7.2. Continue to improve water and energy conservation practices
 - 9.7.3. Protect renewable natural resources

Performance Measure: Number of courses that incorporate sustainability issues into the curriculum

Benchmark: The number of courses that incorporate sustainability issues into the curriculum will increase

Performance Measure: Number of presentations, events, and activities that address sustainability issues

Benchmark: Every fall and spring semester CSI will have at least five presentations, events, or activities addressing sustainability issues

Performance Measure: Summary of sustainability practices implemented

Benchmark: Develop and publish a report on sustainability practices implemented

Strategic Initiative V: Institutional Advancement and Advocacy

10. Goal: Continue to strengthen institutional identity and positioning

- 10.1. Strengthen and consistently communicate our institutional identity that is in line with our mission, vision, and strategic plan

- 10.2. Implement effective and integrated marketing communication strategies
- 10.3. Strengthen and increase the recognition of our brand
- 10.4. Position CSI as a regionally and nationally recognized progressive community college focused on student learning and success
- 10.5. Strive to continually enhance our reputation and image
- 10.6. Manage and create positive perceptions and media relations
- 10.7. Communicate evidence of institutional effectiveness and our value and contributions to the community, state, nation, and beyond
- 10.8. Celebrate and publicize successes of our students, faculty, staff, and the College

Performance Measure: Number and quality of events, publications, and presentations designed to strengthen institutional identity and positioning

Benchmark: Every year continue to increase the number and quality of events, publications, and presentations

11. Goal: Support institutional advancement

- 11.1. Align institutional advancement priorities and activities with our mission, vision, goals, and objectives
- 11.2. Build strong relationships with a variety of constituents
- 11.3. Encourage involvement and participation in the College
- 11.4. Foster pride and loyalty to the institution
- 11.5. Further expand strategic grant development efforts
- 11.6. Leverage institutional advancement efforts through partnerships
- 11.7. Support the CSI Foundation in its fundraising efforts

Performance Measure: Total yearly dollar amount generated through external grants

Benchmark: Pursue and achieve funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year
Submit a minimum of \$2,750,000 yearly in external grant requests with a 30% success rate

Performance Measure: Funds raised through the CSI Foundation

Benchmark: By 2015 achieve a minimum of 80% employee participation in the Foundation's internal campaign
By 2015 award Foundation scholarships to at least a third of all eligible CSI students

12. Goal: Further develop and effectively target our advocacy efforts

- 12.1. Promote the community college mission locally, statewide, and nationally

- 12.2. Raise awareness of the role of community colleges in providing lifelong learning opportunities and their contributions to the economic, social, and cultural development of the communities they serve
- 12.3. Articulate the needs of the College clearly and persuasively
- 12.4. Effectively represent CSI's budget, policy, and program interests to local, state, and national elected officials and government agencies at all levels
- 12.5. Ensure that the College receives the appropriate support and recognition
- 12.6. Advocate for adequate funding to carry out our mission and vision
- 12.7. Effectively communicate the impact of and positive outcomes derived from the support received
- 12.8. Partner with other sister institutions and strengthen linkages to various community college advocacy groups

Performance Measure: State funding levels

Benchmark: Maintain general fund dollars per student FTE comparable to that of our peer institutions

External Factors

Various external factors outside CSI's control could significantly impact the achievement of the specific goals and objectives outlined in the strategic plan:

- Changes in the economic environment (e.g. inflation, energy cost, personal income, unemployment and underemployment, foreclosure and bankruptcy rates, globalization, the value of the dollar, availability of credit, etc.)
- Changes in national or state priorities
- Significant changes in local, state or federal funding levels
- Changes in market forces and competitive environment
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Supply of and competition for highly qualified faculty and staff
- Government-wide policies
- Legal and regulatory constraints
- Changes in technology (access, affordability, efficiency)
- Demographic changes (e.g. changes in the number of high school graduates, retirement of the Baby Boomers, growing minority population, etc.)
- Changes in the physical environment (e.g. drought)
- Natural disasters, pandemic, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.

Performance Measures/Benchmarks

The performance measures and benchmarks are based on the literature on community college success indicators, best practices, historical data, trends observed, as well as assumptions and forecasts.

Experts in the field agree that performance measures and benchmarks used to measure community college institutional effectiveness should carefully consider: the mission and varied roles community colleges must fulfill, the diversity of student populations served, open admission policies, diverse educational goals that may or may not include earning a degree or certificate, etc.

Sources:

Alfred, R., Shults, C., & Sybert, J. (2007). *Core Indicators of Effectiveness for Community Colleges* (3rd ed.). Washington, D.C: Community College Press, American Association of Community Colleges.

Flores, S.M. (2006). *Benchmarking: An Essential Tool for Assessment, Improvement, and Accountability: New Directions for Community Colleges*, No. 134, San Francisco, CA: Jossey-Bass.

Banta, T.W. (2004). *Community College Assessment*, San Francisco, CA: Jossey-Bass.

Community College Survey of Student Engagement (CCSSE), a benchmarking instrument that establishes national norms on educational practice and performance by community and technical colleges. <http://www.ccsse.org/>

The National Community College Benchmark Project (NCCBP) that provides national and peer community college effectiveness indicator data. <http://www.nccbp.org/>

The Kansas Study, a national study of Community College Instructional Costs and Productivity. <http://www.kansasstudy.org>



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Strategic Plan 2011-2015

MISSION

The College of Western Idaho is a public, open-access, and comprehensive community college committed to providing affordable access to quality teaching/learning opportunities to the residents of its service area in Western Idaho.

VISION

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life

CORE THEMES

Professional Technical Education

General Education

Basic Skills Education

Community outreach

STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

STRATEGIC GOALS AND OUTCOMES

Board Priority 1: Structure Student Success

The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational goals.

Objectives

- 1 Develop an effective, mandatory course placement system including accurate assessment and course prerequisites.
- 2 Implement best practices in basic skills instruction and student services that are effective in moving students from basic skills into college-level courses.
- 3 Implement strategies that have proven to be effective in connecting to students with various learning styles, increasing retention within a course, and increasing student persistence to their educational goal.
- 4 Develop a Transfer Admissions Guarantee program with universities.
- 5 Develop a structured First Semester Program to achieve these goals:
 - Orient students to college and to college-level work including study skills
 - Identify each student's purpose for attending college
 - Require at least two meetings with a faculty advisor or counselor.
 - Once a student completes 30 units, follow up with each student to affirm educational goals.
 - Provide support at the first sign of academic distress
- 6 Develop partnerships with local employers for CWI students to have priority access to open positions.
- 7 Encourage student internships and/or service learning
 - Ask business leaders serving on advisory committee to provide opportunities for paid or unpaid student interns
 - Partner with local service agencies and non-profit organizations to provide opportunities for student interns or service learning projects.
 - Solicit slots for student interns in federal programs, such as those organized by the U.S. Department of the Interior.
- 8 Increase student engagement with the campus by supporting student government.

Performance Measures and Benchmarks

Performance Measure: Professional technical program completers are employed in a related field or have transferred to a 4-year college or university.

Benchmark: Federal and state regulating agency standards.

Performance Measure: General Education (transfer) student success

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Benchmark: Students who transfer to colleges or universities as juniors will earn a 2.0 GPA or higher at the transfer institution.

Performance Measure: Lower division transfer courses/program completers enter a 4-year college or university within 5 years.

Performance Measure: General Education (performance) student success

Benchmark: Students who transfer to colleges or universities as juniors will earn a 2.0 GPA or higher at the transfer institution

Performance Measure: Basic Skills student success

Benchmark: Basic skills students successfully complete an Adult Basic Education course

Performance Measure: Basic Skills student success

Benchmark: Students who successfully complete a basic skills course also successfully complete the next course in the sequence or a college-level course in the same discipline.

Performance Measure: Community Outreach student success

Benchmark: Community outreach students who complete workforce development training satisfy their goals for professional development as well as their employers' expectations.

Performance Measure: Student/participant satisfaction rates

Benchmark: End of course/event evaluation results will demonstrate an overall satisfaction with the alternative delivery method

Performance Measure: Faculty qualification

Benchmark: Federal and State policy standards

Board Priority 2: Develop Systems to Support Faculty and Staff

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

Objectives

1 Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.

2 Develop a Center for Teaching Excellence.

Include faculty learning opportunities beyond conferences, such as internships in local businesses, agencies, and non-profit organizations and tuition.

3 Create a program to recognize faculty and staff excellence.

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Performance Measures

Performance Measure: Faculty satisfaction

Benchmark: Anecdotal evidence gathered through annual performance appraisal.

Performance Measure: Staff satisfaction

Benchmark: Anecdotal evidence gathered through annual performance appraisal.

Board Priority 3: Strategic Direction 2010- 2015: Implement Practices for Fiscal Stability

The College of Western Idaho will

Operate within its available resources by institutionalizing a number of practices, such as improving operating efficiencies and
Implement strategies to increase revenue.

Objectives

1 Determine how to fund growth out of existing allocations

Increase productivity by achieving cost-efficient class size comparable to other community colleges

2 Explore methods of increasing revenue to fund college operations and the build out of the college through many options such as:

Secure additional state funding;
Expand the college's tax base;
Solicit additional funds from private sources, such as foundations; and
Create a CWI Foundation to launch a capital campaign.

3 Develop decision-making processes that include consideration of the fiscal implications of all proposals

Performance Measure: Instructional cost per credit hour and student FTE

Benchmark: Instructional costs per credit hour and student FTE will compare favorably to those of our peer institutions

Performance Measure: Total yearly dollar amount generated through external grants

Benchmark: Funding and/or meritorious evaluation for at least 5 relevant grant opportunities per year
A minimum of \$1,000,000 yearly in external grant requests with a 10% success rate

Performance Measure: Funds raised through the CSI Foundation

Benchmark: By 2013 achieve a minimum of 50% employee participation in the Foundation's internal campaign

By 2013 award Foundation scholarships to at least a third of all eligible CWI students

Performance Measure: State funding levels

Benchmark: General fund dollars per student FTE comparable to that of our peer institutions

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Board Priority 4: Connect the College to the Community

The College of Western Idaho will implement a variety of programs to bring the college into the community in meaningful ways.

Objectives

1 Support and strengthen a Community Education component

2 Host events such as exhibits of the work of local artists and the National Poetry Competition as a way to encourage CWI student participation in such national competitions and to give the college national attention.

3 Invite community leaders/members to be guest speakers in class and to serve as mentors.

4 Request that faculty and staff volunteer to serve as guest speakers for local organizations. Recruit speaking engagements for the CWI speakers' bureau.

Performance Measure: Participant survey

Benchmark: Survey results will indicate participant satisfaction with services offered

Performance Measure: Workforce development.

Benchmark: State and Federal standards for service level based on MSA population.

External Factors

Various external factors outside CWI's control could significantly impact the achievement of the specific goals and objectives outlined in the strategic plan:

Economic Factors

- Decreased availability of disposable income
- Potentially decreased availability of public funding (county, state, federal) support
- Decreased availability of private contributions
- Decreased contracted services (training, event coordination)
- Increased costs (personnel, facilities, equipment, services)
- Competition from private institutions and agencies
- Unemployment and plant closings
- Changes in industrial sectors

Political Factors

- Changes in national and state priorities
- Legal and regulatory constraints
- Infrastructure investment

Technology Factors

- Adopting up-to-date technologies to increase efficiencies and effectiveness
- Maintaining currency of curricula to meet employers' needs

Demographic Factors

- Population growth in west Ada and Canyon Counties
- Aging population in Ada County
- Demographic shifts of population (gender, race, age)

Environmental factors

- Natural disasters

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- Acts of terrorism/war
- Pandemic illness

CWI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.

Performance Measures and Benchmarks

The performance measures and benchmarks are representative of institutional performance outcome assessments required by the Idaho State Board of Education, standards of the Northwest Commission on Colleges and Universities, U.S. Department of Education Integrated Postsecondary Education Data System, Carl Perkins Vocational and Technical Education Act, Idaho Division of Professional-Technical Education and literature on community college success indicators, best practices, historical data, trends observed, as well as assumptions and forecasts.

[Note: The following pages contain the North Idaho College 2008-2013 Five-Year Strategic Plan that has been updated to include new Objectives and new Action Items that reflect continual updates. Completed Action Items are not shown but are available upon request. The last updates posted were December 2009. NIC's Outcomes are SBOE's Performance Measures. NIC's Performance Measures are SBOE's Benchmarks.]

North Idaho College 2011-2015 Strategic Plan Themes, Goals, and Objectives

Vision Statement

North Idaho College will be...

- * A comprehensive community college, a regional leader in an integrated education system, and a catalyst for positive change.
- * A student-centered institution that embraces innovation and flexibility in response to community needs.
- * The first choice of students seeking an accessible and affordable quality education.
- * A caring, supportive learning community where the principles of equality are modeled and promoted.
- * An institution dedicated to scholarship, personal growth, and lifelong learning.

Mission Statement

North Idaho College is committed to student success, teaching excellence, and lifelong learning. As a comprehensive community college, North Idaho College provides quality educational opportunities that expand human potential and enhance the quality of life for the students and the communities it serves.

Key External Factors

- * Enrollment Growth
- * Revenue - Property Taxes
- * Revenue - General Fund and PTE cuts
- * Economic Climate
- * Pay Comparability

THEME I: PROGRAMS

Goal	Create program schedules that maximize the use of available facilities, and take advantage of new and alternative facilities as appropriate.	
Objective	Develop scheduling alternatives to maximize room utilization.	
	<i>Action Item:</i>	<i>Appoint a task force to look at room utilization based on instructor needs/desires (such as room size and technology requirements) for room assignments.</i>
	<i>Outcome:</i>	<i>Make best use of our available classroom space</i>
	<i>Performance Measure:</i>	<i>Classrooms and technology match the needs/desires of the instructor</i>

	<i>Action Item:</i>	<i>Establish an internal policy for the use of shared resources between PTE and WFT to include facilities, equipment, and faculty.</i>
	<i>Outcome:</i>	<i>A policy for shared use of facilities, equipment, and faculty that provides equity for all parties.</i>
	<i>Performance Measure:</i>	<i>Document that can be used by PTE and WFT to clearly define the roles and responsibilities of all parties.</i>

	<i>Action Item:</i>	<i>New classroom plan and organization in Seiter Hall</i>
	<i>Outcome:</i>	<i>Successful redesign and remodel of Seiter Hall to create more instructional space.</i>
	<i>Performance Measure:</i>	<i>Increased instructional seating.</i>

Objective	Explore facility use within business and industry as appropriate.	
	<i>Action Item:</i>	<i>Contract with interested businesses to offer training/courses at their site.</i>
	<i>Outcome:</i>	<i>Offer off-site training</i>
	<i>Performance Measure:</i>	<i>Contracted training, credit or non-credit, offered to at least one business at their facility</i>

Objective	Explore off-campus sites within the service area.	
	<i>Action Item:</i>	<i>Explore creation of a larger Coeur d'Alene Tribal Educational Institute in Plummer as a site for offering NIC and UI classes.</i>
	<i>Outcome:</i>	<i>Work with Tribe members and UI staff to plan and design a new facility to house the Educational Institute and to be built and financed by the Tribe</i>
	<i>Performance Measure:</i>	<i>Institute designed by Summer 2009</i>

Goal	Expand and improve alternative delivery of education.	
Objective	Expand course offerings at the NIC Outreach Centers and other off-campus sites.	
	<i>Action Item:</i>	<i>Continue discussions with the Silver Valley Economic Development group regarding offering Trade & Industry programs in the Silver Valley.</i>

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Outcome: Develop a schedule for offering programs in Kellogg and Wallace
Performance Measure: Two programs ready to offer by Fall 2010

Goal Improve and expand educational opportunities, programs, and courses for the student population and community.

Objective Continue existing and develop new transfer opportunities with four-year institutions that meet the needs of students and employers

Action Item: Consider/initiate plans to offer a course sequence leading to an Associates Degree offered by NIC at the Coeur d'Alene Tribal Educational Institute, followed by a Bachelors Degree offered by the UI at the same center.

Outcome: Initial discussions on course offerings, and initial planning for a new facility to house the Educational Institute to be built by the Coeur d'Alene Tribe

Performance Measure: Offer a minimum of two college-level classes each semester and summer at the Educational Institute

Objective Expand program offerings, and accelerate the implementation of new professional-technical and workforce training at NIC that meet the needs of students, business, and industry.

Action Item: Active engagement of advisory committees with PTE programming.

Outcome: An active advisory committee for each PTE program where each member of the committee contributes to the committee and the program.

Performance Measure: Advisory committees and committee members feel empowered to make broad-based decisions regarding the program.

Action Item: Add new non-credit career and related courses based on community need and consumer demand.

Outcome: Develop strategic partnerships with third party vendors to offer new in-demand courses that lead to employment.

Performance Measure: New courses are offered and courses meet minimum enrollment requirements.

Action Item: Assure that all NIC instructional spaces meet minimum technology standards.

Outcome: All NIC classrooms are equipped with standard instructional technology.

Performance Measure: Percent of classrooms meeting standard

Action Item: Determine the appropriate standardized class size for each NIC course.

Outcome: Established criteria used to determine the appropriate class size, based on common practice pedagogy, for each NIC course.

Performance Measure: An established template which identifies the standardized class size/cap.

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Action Item: Establish college-wide acceptance and use of student-learning outcomes assessment.

Outcome: Implement specific and measurable student-learning assessment across campus.

Performance Measure: Increased participation in student-learning outcomes assessment.

Action Item: Establish specific criteria for evaluation of new PTE certificates and degrees proposals.

Outcome: New specific criteria used to select new PTE programs.

Performance Measure: New program development template developed.

Action Item: Facilitate the use of the learning module system with every credit class offered.

Outcome: Every class offered at NIC has a minimum web-enhance capability.

Performance Measure: Percent of NIC classes connected to the e-Learning module system.

Action Item: Find additional space for delivery of enrollment rich PTE programs.

Outcome: Partnerships with outside agencies or business which allow for NIC instruction of enrollment rich PTE programs off campus.

Performance Measure: Number of additional spaces found and utilized for delivery of PTE classes.

Action Item: Idaho POST approval of NIC Patrol Academy

Outcome: Submit request to Idaho POST for approval to continue offering the POST approved basic patrol academy on the NIC campus.

Performance Measure: POST Approval

Action Item: Implement a new campus and community engagement activity (similar to the Popcorn Forum)

Outcome: A scheduled and professionally organized "Cardinal Connections" event involving a subject matter authority figure

Performance Measure: A successful Cardinal Connections event

Action Item: Pursue alternative funding sources for development of new PTE and Workforce Training courses.

Outcome: The ability to combine state funding with outside resources to provide more and expanded programming.

Performance Measure: Receipt of a minimum of two grants and/or industry partnerships.

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Objective	Increase awareness of and access to college education and workforce training opportunities for ABE/GED students.
Action Item:	<i>Increase the number of ABE/GED students who enroll in PTE programs.</i>
Outcome:	<i>Market/promote the PTE programs at the ABE/GED Center on a monthly basis</i>
Performance Measure:	<i>A 10% increase in the number of ABE/GED students who enroll in PTE programs during Fall 2009</i>

Action Item:	<i>Increase the number of ABE/GED students who enroll in Workforce Training courses</i>
Outcome:	<i>Market/promote Workforce Training opportunities at the ABE/GED Center on a monthly basis</i>
Performance Measure:	<i>A 10% increase in the number of ABE/GED students who enroll in Workforce Training courses during Fall 2009</i>

Action Item:	<i>Meet and/or surpass the new and more rigorous State of Idaho performance standards regarding student completion rates, transition to post-secondary education, GED acquisition, and employment.</i>
Outcome:	<i>ABE/GED student performance tracked, analyzed and measured against the Idaho Measurement and Accountability System to ensure goal attainment.</i>
Performance Measure:	<i>Student performance exceeds state performance goals as set by the ABE State Director.</i>

Action Item:	<i>Offer College Transition classes at the outreach centers and at the Coeur d'Alene Tribal Educational Institute.</i>
Outcome:	<i>Plan and promote the college transition class at each site, and offer the class for Spring 2009</i>
Performance Measure:	<i>Track students taking the class and note if they enroll in NIC courses</i>

THEME II: STUDENT SUPPORT

Goal	Implement initiatives to increase student success.
Objective	Develop off-campus day care options, and market those options.
Action Item:	<i>Explore keeping Children's Center open in summer</i>
Outcome:	<i>Written evaluation of possibility</i>
Performance Measure:	<i>Completion of evaluation</i>

Objective	Develop technology-based student services.
Action Item:	<i>Assess if Children's Center bills can be assessed to Student Accounts</i>
Outcome:	<i>Created system if possible</i>
Performance Measure:	<i>Created system</i>

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Action Item: *Begin section wait-listing*
Outcome: *Developed system*
Performance Measure: *System in place*

Action Item: *Begin transcript tracking*
Outcome: *Developed System*
Performance Measure: *System in place*

Action Item: *Develop an NIC transcript tracking program*
Outcome: *Developed system*
Performance Measure: *System in place*

Action Item: *Develop broader closed-captioned library*
Outcome: *Developed library*
Performance Measure: *Library resources in place*

Action Item: *Develop curriculum to enhance keyboard options for students with disabilities*
Outcome: *Developed curriculum*
Performance Measure: *Approval received for curriculum*

Action Item: *Develop on-line admissions application*
Outcome: *On-line application*
Performance Measure: *Finished project*

Action Item: *Expand social networking through student activities*
Outcome: *Developed system*
Performance Measure: *System in place*

Action Item: *Explore instant messaging as recruitment tool*
Outcome: *Created system if possible*
Performance Measure: *Created system*

Action Item: *Finish automated Financial Aid award system (Award letter online)*
Outcome: *Completed system*
Performance Measure: *System in place*

Action Item: *Investigate possibility of Bookstore-Financial Aid link*
Outcome: *Determination if system feasible*

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	<i>Performance Measure:</i> <i>Report outlining determination</i> ***
Objective	Improve systems to help students identify and achieve educational goals. <i>Action Item:</i> <i>Implement on-line catalog</i> <i>Outcome:</i> <i>Catalog on-line</i> <i>Performance Measure:</i> <i>Successful implementation</i> *** <i>Action Item:</i> <i>Integrate e-Advising into faculty advising process</i> <i>Outcome:</i> <i>Trained faculty on e-Advising</i> <i>Performance Measure:</i> <i>Provide training and measure usage</i> ***
Objective	Provide clear pathways for students to achieve four-year degrees via the partnerships with Lewis-Clark State College & the University of Idaho. <i>Action Item:</i> <i>Develop system to update articulation agreements as approved by instruction</i> <i>Outcome:</i> <i>Developed System</i> <i>Performance Measure:</i> <i>Review usage and procedure</i> *** <i>Action Item:</i> <i>Redesign web to promote clear/prominent transfer info</i> <i>Outcome:</i> <i>Completed Web Page</i> <i>Performance Measure:</i> <i>Completed Web Page</i> ***
Goal	Improve student access.
Objective	Develop a system to assist potential students with financial planning for costs associated with attending NIC. <i>Action Item:</i> <i>Begin sending a Financial Aid rep to the Outreach Centers on a regular basis</i> <i>Outcome:</i> <i>Improved ability to obtain Financial Aid info</i> <i>Performance Measure:</i> <i>Evaluations from Outreach Centers</i> *** <i>Action Item:</i> <i>Develop a workshop series to help students get better info</i> <i>Outcome:</i> <i>Presentations delivered to GEAR UP schools</i> <i>Performance Measure:</i> <i>Successful presentation of workshops</i> *** <i>Action Item:</i> <i>Develop job description for a "Financial Planner"</i> <i>Outcome:</i> <i>Completed JD</i> <i>Performance Measure:</i> <i>See above</i> *** <i>Action Item:</i> <i>Target students with disabilities for receiving better scholarship info</i> <i>Outcome:</i> <i>Have system developed</i>

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	<i>Performance Measure:</i> <i>Successful system in place</i> ***
Objective	Identify nontraditional target populations and develop appropriate recruitment strategies. <i>Action Item:</i> <i>Implement ideas developed by team</i> <i>Outcome:</i> <i>Assigned project managers with appropriate due dates for implementation</i> <i>Performance Measure:</i> <i>Reports due by project managers detailing progress</i> *** <i>Action Item:</i> <i>Measure non-traditional enrollment.</i> <i>Outcome:</i> <i>Determine if recruitment strategies affect enrollment by tracking appropriate populations</i> <i>Performance Measure:</i> <i>Longitudinal Datatel reports</i> *** <i>Action Item:</i> <i>Work with General Studies faculty to identify non-trad students and recruitment methods</i> <i>Outcome:</i> <i>Meetings which lead to action items</i> <i>Performance Measure:</i> <i>Meeting Notes and Written Action Plans</i> ***
Objective	Improve collaboration with high school career guidance counselors to provide improved career exploration, advising, and dual credit registration based on unique student interests, aptitudes, and abilities. <i>Action Item:</i> <i>Implement ideas developed by team.</i> <i>Outcome:</i> <i>Assigned project managers with appropriate due dates for implementation</i> <i>Performance Measure:</i> <i>Reports due by project managers detailing progress</i> *** <i>Action Item:</i> <i>Meet weekly to discuss issue and develop strategies.</i> <i>Outcome:</i> <i>Scheduled meetings for Fall 2008</i> <i>Performance Measure:</i> <i>Documentation that team met and made progress</i> ***
Goal	Improve student communications
Objective	Implement a student email system. <i>Action Item:</i> <i>Assist with implementation of portal and sync with email</i> <i>Outcome:</i> <i>Have developed system</i> <i>Performance Measure:</i> <i>Successful system in place</i> *** <i>Action Item:</i> <i>Begin Phase 2 of implementation: Non-Enrollment department usage.</i> <i>Outcome:</i> <i>Established set of protocols for all non-enrollment department's use of email system</i> <i>Performance Measure:</i> <i>N/A</i> ***

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Objective Increase Advisor-Student interactions.

Action Item: *Develop an advising syllabus with learning outcomes.*

Outcome: *Available to all advisors*

Performance Measure: *Successful distribution of syllabus*

THEME III: COLLEGE COMMUNICATIONS AND CLIMATE

Goal Attract and retain high quality employees.

Objective Create plan to address employee turnover.

Action Item: *Create succession plan for key positions within organization to identify impact of loss, probability of loss, and bench strength for key positions.*

Outcome: *Planned control of succession management*

Performance Measure: *Plan created, bench strength identified, potential successors identified for key positions and development plans established*

Action Item: *Identify ongoing turnover rates among employee groups and identify potential causes of turnover through surveys, exit interviews, and other analyses.*

Outcome: *Improved Retention*

Performance Measure: *Baseline turnover data will be established and used as benchmark for future efforts*

Action Item: *Increase mentoring and developmental opportunities for internal candidates to prepare for promotional opportunities created by turnover.*

Outcome: *Greater bench strength established for all key positions in current incumbents and potential successors*

Performance Measure: *Formal mentoring program developed for key positions and potential successors; Professional development program developed for key positions and potential successors*

Objective Define and develop a comprehensive hiring process and provide training to all hiring managers and participants on effective hiring strategies.

Action Item: *Review and revise hiring practices to ensure compliance and ease of hiring best candidates.*

Outcome: *Increased legal compliance and quality of hire, reduced turnover*

Performance Measure: *New hiring practices established; New hiring practices communicated marketing campaign developed that permeates all communication among current and potential employees*

Objective Develop a comprehensive recruitment strategy to attract highly qualified and diverse candidates.

Action Item: *Develop strategic recruitment and hiring strategy that incorporates advertising, marketing and other recruitment efforts to attract high quality and diverse candidates.*

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	<p><i>Outcome:</i> Improved Recruitment</p> <p><i>Performance Measure:</i> Comprehensive plan developed; Measure types and breadth of advertising venues for positions; # applicants, diversity of applicants; Hiring metrics (time to hire)</p> <p>***</p> <p><i>Action Item:</i> Implement an internal branding campaign to focus on positive elements of working for NIC.</p> <p><i>Outcome:</i> Improved Recruitment & Retention</p> <p><i>Performance Measure:</i> New internal and external employment marketing campaign developed that permeates all communication among current and potential employees</p> <p>***</p>
Objective	<p>Implement a comprehensive orientation process to improve integration and retention of new employees.</p> <p><i>Action Item:</i> Develop new online and multimedia tools to provide better information, orientation, and training to potential and new employees to enhance on-boarding experience.</p> <p><i>Outcome:</i> Improved integration of new employees; reduced turnover of new hires</p> <p><i>Performance Measure:</i> New orientation completed/available</p> <p>***</p> <p><i>Action Item:</i> Establish a passport tool for new employees to ensure effective orientation through the first six months of employment.</p> <p><i>Outcome:</i> Improved integration of new employees; reduced turnover of new hires</p> <p><i>Performance Measure:</i> New orientation completed/available</p> <p>***</p>
Objective	<p>Improve upon total rewards offered to employees.</p> <p><i>Action Item:</i> Review compensation practices to identify improvements in faculty compensation programs.</p> <p><i>Outcome:</i> Ensure appropriateness of pay structure</p> <p><i>Performance Measure:</i> Job analysis and evaluation complete; Work with faculty group(s) to assess current structure and appropriateness; presentation of recommended changes to President's Cabinet for review; adoption as approved</p> <p>***</p> <p><i>Action Item:</i> Review compensation practices to identify improvements in staff compensation programs.</p> <p><i>Outcome:</i> Internal/External equity components in plan; ensure appropriateness of pay structure</p> <p><i>Performance Measure:</i> Job analysis and evaluation complete; internal equity structure established for jobs; comprehensive market survey completed; alignment/restructuring of pay grades as appropriate; presentation of recommended changes to President's Cabinet for review; adopt</p> <p>***</p>

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Goal	Further develop opportunities for professional development.
Objective	Create additional faculty development programs and opportunities.
	<i>Action Item: Develop faculty development program to promote further professional and academic development of faculty.</i>
	<i>Outcome: Enhanced opportunities for ongoing faculty development to enhance quality in classroom</i>
	<i>Performance Measure: Number of faculty development opportunities; number of faculty development hours</i>

	<i>Action Item: Integrate faculty development into faculty evaluation tools.</i>
	<i>Outcome: Increased accountability for ongoing development and improved classroom quality</i>
	<i>Performance Measure: Creation of faculty development evaluation tool that incorporates professional development</i>

Objective	Establish an internal leadership institute program.
	<i>Action Item: Develop curriculum for new program to provide employees with the opportunity to prepare for future leadership roles. Offer program at least once during FY09.</i>
	<i>Outcome: Improved competencies of supervisors, greater consistency and compliance in policy administration and execution, improved employee relations, greater management effectiveness, and reduced risk</i>
	<i>Performance Measure: Number of course offerings, number of attendees, and percentage of all managers trained</i>

Objective	Implement executive development program to enhance the capability of senior leaders.
	<i>Action Item: Develop format of executive development strategies with President and incorporate into executive performance expectations for coming year.</i>
	<i>Outcome: Improved competencies of executives, and greater ability to adapt and innovate</i>
	<i>Performance Measure: Creation of executive development strategy, and development activities per year by executives</i>

Goal	Improve organizational and inter-departmental communications.
Objective	Create tools and opportunities for communication among employees, students, managers, and leaders.
	<i>Action Item: Conduct an employee opinion survey as a follow up to the 2008 survey to evaluate progress in key areas.</i>
	<i>Outcome: Improved input from employees regarding NIC, and greater awareness of issues affecting NIC; Assessment of progress to improve previously identified issues and opportunities</i>
	<i>Performance Measure: Assessment comparison of 2007 to 2008 results to determine progress in measured areas</i>

Action Item: Increase awareness of employee access to "open door" policy to managers and leaders throughout the organization.

Outcome: Improved input from employees regarding NIC, and greater access to managers and leaders

Performance Measure: Awareness messages and strategy developed

THEME IV: FINANCE AND FUNDING

Goal Align budget with strategic plan.

Objective Document how the budget addresses the priorities of the strategic plan.

Action Item: In the preparation of the budget for each upcoming year, have each respective Vice President document how the budget is conforming to the Strategic Plan in their particular area.

Outcome: Document of conformation is prepared

Performance Measure: Review documents presented in the budgeting process to document conformance of the budget to the Strategic Plan

Objective Ensure that the strategic plan is addressed in the budget and at the Board of Trustee's meetings.

Action Item: The President's Cabinet will review the Strategic Plan each year at the start, middle, and end of the budgeting process. Discuss the completion of objectives and changes to the plan as necessary.

Outcome: Review of plan is made

Performance Measure: Review the minutes and agenda for appropriate discussion on the Strategic Plan

Goal Pursue expanded funding opportunities through NIC Foundation for student success, faculty-staff support, facility development, and program development.

Objective Provide appropriate support for future college expansion and special initiatives.

Action Item: Pursue expanded funding for priority needs.

Outcome: Successful fundraising and strengthened relationships

Performance Measure: Total dollars raised and relationships built

Goal Pursue opportunities for alternative funding sources.

Objective Build partnerships and collaborative relationships with business and industry.

Action Item: The college will join JobsPlus and the Manufacturer's Consortium as well as becoming more active in the Coeur d'Alene Chamber of Commerce.

Outcome: Membership in JobsPlus and Manufacturer's Consortium

Performance Measure: Each year the Board of Trustees will include as part of their evaluation of the President, the campus involvement to ensure adequacy. Memberships in community events will be evaluated annually by the President.

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Objective	Expand total external private and federal grant applications for targeted college priority needs.
Action Item:	<i>Increase campus involvement in grants development.</i>
Outcome:	<i>Greater number of NIC administrators, faculty, and staff taking a leadership role in the grant-seeking process</i>
Performance Measure:	<i>Greater number of departments/divisions participating in pursuit of external funding requests which requires willingness to develop concepts/ideas and providing the expertise necessary to support grant-seeking process</i>

Action Item:	<i>Increase targeted requests for grant sources such as: Title III, Part A-Strengthening Institutions; TRIO (SSS, EOC, Talent Search); NSF Programs (ATE, CCLI, STEP, S-STEM, etc.); other federal and private grants.</i>
Outcome:	<i>Enhanced fiscal resources for programs and services</i>
Performance Measure:	<i>Increased total number of requests sought and overall success rate</i>

Objective	Seek federal and state special appropriations for suitable college priority activities and programs.
Action Item:	<i>Actively seek federal appropriation requests.</i>
Outcome:	<i>Enhanced fiscal resources for programs and services and elevated awareness about North Idaho College with Idaho's federal delegation</i>
Performance Measure:	<i>Number of requests sought and success in securing support</i>

Action Item:	<i>As requests are prepared for special or routine appropriations, review each with the President's Cabinet and as appropriate with the Board of Trustees. Prepare priorities as appropriate.</i>
Outcome:	<i>Review is performed</i>
Performance Measure:	<i>Within the month proposed, discuss each appropriations request with the appropriate administrative or governing body. Conform with guidelines regarding submission and content.</i>

THEME V: COLLEGE IMAGE AND RELATIONS

Goal	Enhance community perception of NIC among targeted groups.
Objective	Develop strategies to involve community members in NIC activities and events.
Action Item:	<i>Continue current process of promoting events and activities.</i>
Outcome:	<i>Promote NIC events and activities</i>
Performance Measure:	<i>None</i>

Action Item:	<i>Expand upon the "Be Our Guest" program.</i>
Outcome:	<i>Provide "Be Our Guest" passes</i>
Performance Measure:	<i>More attendance at NIC events.</i>

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	<p><i>Action Item:</i> Explore the feasibility and fiscal implications of a mass mailing to county senior citizens offering the NIC "Gold Card" and/or to be added to our senior class mailing.</p> <p><i>Outcome:</i> Study conducted/decision made</p> <p><i>Performance Measure:</i> None quantifiable</p> <p>***</p>
	<p><i>Action Item:</i> Send annual events list and season guest pass to targeted populations.</p> <p><i>Outcome:</i> Targeted populations receives passes to NIC events.</p> <p><i>Performance Measure:</i> Increased attendance at NIC events.</p> <p>***</p>
Objective	<p>Promote the value of NIC and the credentials and expertise of the faculty to the community.</p> <p><i>Action Item:</i> Develop NIC Speakers Bureau and survey campus community for willingness to serve and topical subjects. Bureau would be posted on NIC website.</p> <p><i>Outcome:</i> Speakers Bureau established</p> <p><i>Performance Measure:</i> Published to the web</p> <p>***</p> <p><i>Action Item:</i> Obtain and utilize testimonials from current students, graduates, and faculty in marketing campaign and on the NIC website to promote how NIC has impacted them.</p> <p><i>Outcome:</i> Prospective students hear from those impacted by NIC.</p> <p><i>Performance Measure:</i> None</p> <p>***</p> <p><i>Action Item:</i> Promote and publicize community service projects and activities involving students, faculty, and staff.</p> <p><i>Outcome:</i> More community involvement</p> <p><i>Performance Measure:</i> None</p> <p>***</p> <p><i>Action Item:</i> Promote the job placement rate and salary information of NIC Professional-Technical graduates (this report is already done by the PTE Division).</p> <p><i>Outcome:</i> Information promoted</p> <p><i>Performance Measure:</i> Press release, clippings</p> <p>***</p>
Goal	Promote awareness and recruitment through a strong marketing campaign.
Objective	<p>Develop a comprehensive branding and marketing plan.</p> <p><i>Action Item:</i> Incorporate and coordinate NIC and IdahoGoes teams marketing strategies and resources to maximize effectiveness and combined purchasing power.</p> <p><i>Outcome:</i> Maximize effectiveness</p> <p><i>Performance Measure:</i> None</p> <p>***</p>

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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Objective	Improve the marketing strategies that facilitate a potential student's interest in professional-technical programs.	
	<i>Action Item:</i>	<i>Continue supporting Hardhats, Hammers and Hot Dogs initiative, Fall NIC Tech Tour, and Spring PTE Extravaganza.</i>
	<i>Outcome:</i>	<i>Opportunity to advertise these events to the public.</i>
	<i>Performance Measure:</i>	<i>None</i>

	<i>Action Item:</i>	<i>Create a PTWE webpage that is easily accessible, information rich, and inclusive of all aspects of PTWE.</i>
	<i>Outcome:</i>	<i>Getting more information out to the public about PTWE.</i>
	<i>Performance Measure:</i>	<i>None</i>

	<i>Action Item:</i>	<i>Explore the potential for a dedicated PTWE newsletter.</i>
	<i>Outcome:</i>	<i>PTWE information readily available</i>
	<i>Performance Measure:</i>	<i>None</i>

	<i>Action Item:</i>	<i>Produce feature stories when possible on news and successes within PTWE programs.</i>
	<i>Outcome:</i>	<i>Personal stories about PTWE programs available to promote programs.</i>
	<i>Performance Measure:</i>	<i>None</i>

	<i>Action Item:</i>	<i>Work with PTWE leadership and staff to create a PTWE specific presentation to be used in conjunction with community speaking opportunities.</i>
	<i>Outcome:</i>	<i>Ability to have PTWE information for the public at speaking engagements.</i>
	<i>Performance Measure:</i>	<i>None.</i>

Objective	Market four-year degree opportunities that exist via relationships with partner institutions.	
	<i>Action Item:</i>	<i>Conduct a fall workshop for identified NIC frontline staff involving University of Idaho and Lewis-Clark State College officials to familiarize NIC staff with available programming in North Idaho.</i>
	<i>Outcome:</i>	<i>Workshop conducted</i>
	<i>Performance Measure:</i>	<i>Participation at workshop</i>

	<i>Action Item:</i>	<i>Conduct a workshop for NIC frontline staff involving University of Idaho and Lewis-Clark State College officials to familiarize NIC staff with available programming in North Idaho.</i>
	<i>Outcome:</i>	<i>Familiarize each school frontline people with what each school offers for students.</i>
	<i>Performance Measure:</i>	<i>None</i>

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Action Item: Coordinate with partner institutions on a once-a-semester public information event promoting cooperative programs.

Outcome: Events scheduled and held

Performance Measure: Attendance at events, increased awareness of cooperative programs

Action Item: Coordinate with partner institutions on a one-a-semester public information event promoting cooperative programs.

Outcome: More information to the public about schools.

Performance Measure: None

Action Item: Marketing representatives from partner schools' North Idaho branches will meet periodically to coordinate strategies for marketing purposes.

Outcome: Collaborate marketing strategies.

Performance Measure: None

THEME VI: DIVERSITY & HUMAN RIGHTS

Goal	Promote diversity and human rights, including respect for all elements of the college.
Objective	Develop a comprehensive employee diversity initiative focused on improving awareness and inclusion throughout the campus.
	<i>Action Item:</i> Develop hiring practices and strategies that attract applicants who reflect global diversity.
	<i>Outcome:</i> Increased awareness and inclusion among employees and managers, and increased access to diverse candidates for improved hiring effectiveness
	<i>Performance Measure:</i> Formalized diversity initiative developed by Human Resources

	<i>Action Item:</i> Incorporate diversity awareness, inclusion and education in formal training provided to employees.
	<i>Outcome:</i> Increased awareness and inclusion among employees and managers, and increased legal compliance regarding areas of diversity and protected classes
	<i>Performance Measure:</i> Number of facilitated events relating to training

	<i>Action Item:</i> Update the college Affirmative Action Plan / Program to ensure legal compliance.
	<i>Outcome:</i> Up-to-date Affirmative Action Plan compliant with OFCCP standards and state/federal regulations
	<i>Performance Measure:</i> Completed document that outlines all related data, action plans, and other applicable components of a bona fide Affirmative Action plan

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Objective	Explore international educational opportunities for students, faculty and staff.	
	Action Item:	<i>Develop Study Abroad resources</i>
	Outcome:	<i>Designated person and resources for study abroad info</i>
	Performance Measure:	<i>Materials and person in place</i>

	Action Item:	<i>Explore opportunities for faculty.</i>
	Outcome:	<i>Catalog of opportunities for faculty exchange</i>
	Performance Measure:	<i>Document available to faculty</i>

Objective	Promote cross-cultural understanding, diversity, and human rights in the curriculum.	
	Action Item:	<i>Identify themes that classes / curriculum should incorporate.</i>
	Outcome:	<i>Collection of appropriate and available diversity and human rights competencies</i>
	Performance Measure:	<i>Established catalog of competencies available to faculty</i>

	Reflect NIC's commitment to diversity and human rights in extra-curricular activities and events.	
	Action Item:	<i>Develop faculty/staff advising & support group for Spanish speaking students</i>
	Outcome:	<i>Group developed</i>
	Performance Measure:	<i>Group becomes connected with Spanish speaking students</i>
Objective	***	
	Action Item:	<i>Develop multi-cultural community guide</i>
	Outcome:	<i>Developed guide</i>
	Performance Measure:	<i>Developed guide completed</i>

	Action Item:	<i>Develop volunteerism program with exposure to diversity</i>
	Outcome:	<i>Developed program</i>
	Performance Measure:	<i>Program in place</i>

Objective	Action Item:	<i>Diversify Student Activity Offerings</i>
	Outcome:	<i>Activities that represent diversity</i>
	Performance Measure:	<i>Planned & Completed activities</i>

Action Item: Implement Diversity Training for student leaders.

Outcome: Successful implementation of program

Performance Measure: N/A

Action Item: Translate recruitment materials to Spanish

Outcome: Translated materials

Performance Measure: Distribution of materials

THEME VII: PHYSICAL RESOURCES

Goal Advance the campus infrastructure with regards to technology and safety.

Objective Assess campus safety practices and implement necessary improvements.

Action Item: Improve network security via collaboration and best practice adoption.

Outcome: Enhanced security of records and other official information.

Performance Measure: A roster of defined best practices for improving network access and other security. Improvements to the VLAN and DNS architecture. Preparation to integrate an intrusion detection / prevention system (IDS/IPS) when funding becomes available.

Action Item: Improve network security.

Outcome: Improved network and systems security via consultation, best practice adoption, software acquisition and standards creation.

Performance Measure: A network intrusion detection and prevention device will be acquired. Network traffic will be monitored to ensure that both records and traffic are secure for all purposes. Policy development regarding information security will be undertaken. An infor

Objective Enhance online student support and education services.

Action Item: Acquire & develop college-wide portal system.

Outcome: Acquire, implement and develop a portal system

Performance Measure: Portal system hardware, software and services will be acquired. Portal governance will be established. An implementation team from across the college will be developed. Project scope and phased project plan will be defined with participation outlined f

Action Item: Bring all qualifying NIC classrooms to the minimum information technology standard using ARRA stimulus funding.

Outcome: Improved instructional delivery to 45 classrooms.

Performance Measure: Plan outlining the qualifying classrooms. Completion of rooms with available funding.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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Action Item: *Develop a plan for equipment replacement.*

Outcome: *Develop plan addressing equipment replacement in classrooms with faculty input and institutional funding.*

Performance Measure: *A comprehensive plan for standardizing all classrooms will be prepared. Plans and funding requests will be reviewed by faculty.*

Action Item: *Develop a secure and sustainable wireless network in all college buildings to extend and improve the learning environment for additional students and instructors.*

Outcome: *A consistent set of wireless tools and services. Security and bandwidth monitoring to all locations and all levels of users.*

Performance Measure: *Completed wireless system.*

Action Item: *Develop the "MyNIC" portal system.*

Outcome: *Improve collaboration and internal communications among faculty, staff and students by implementing a portal system to integrate information and systems access.*

Performance Measure: *Staff and students will be trained to access, build and use the portal. System performance and availability will be monitored. Access to student/staff email, "MyNICCourses" class sites, and other applications will be incorporated.*

Action Item: *Extend wireless network access.*

Outcome: *Wireless network access will be extended to more students and instructors in a secure manner.*

Performance Measure: *Wireless rollout will be continued as described in the Phase 2 planning and the installations using DPW funding (from FY08) completed. Security will be monitored and improved. Bandwidth will be managed to all locations. Instructions on how to obtain ac*

APRIL 22, 2010



Idaho Division of Professional- Technical Education 2011-2015 Strategic Plan

March 2010



**Idaho Division of
Professional-Technical
Education**

Welcome!

The Division of Professional-Technical Education is an integral part of the State Board of Education's overall plan and process for the delivery of quality education and a seamless system of educational services throughout Idaho. Professional-technical education provides Idaho's youth and adults with technical skills, knowledge, and attitudes necessary for performance in a highly effective workplace.

Eighty percent of jobs in Idaho require less than a four year baccalaureate degree. These jobs requiring less than a four year baccalaureate degree are becoming increasingly sophisticated requiring quality technical education as well as a solid academic foundation. Professional-technical education is the delivery system for addressing this need. A component of the technical college system is workforce training which focuses on short term training for adults to retrain and upgrade their skills to meet labor market demands.

This plan provides direction for the professional-technical education system to inform, organize and affect continued efforts to deliver professional-technical programs and services to people throughout the state. The strategic planning process is dynamic and enhances our continuous improvement philosophy. The ultimate impact of this plan will depend on the efforts of dedicated teachers, administrators, and business people. We, in the Division, appreciate the opportunity to help facilitate those efforts and welcome suggestions for improvement.

Ann Stephens, State Administrator

Mission Statement

The mission of the Professional-Technical Education System is to provide Idaho's youth and adults with the technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

Vision Statement

Economic vitality as well as quality of life is dependent on effective people equipped with the necessary skills, knowledge and attitudes to compete effectively, work efficiently and safely while balancing responsibilities to the family and the community. A qualified skilled workforce is essential to the competitiveness of Idaho's businesses and industries and the well-being and safety of Idaho's citizens. Professional-Technical Education is the delivery system that focuses on this need.

Professional-Technical Education is Idaho's public workforce education and training delivery system and is devoted to preparing students for occupations requiring less than a four year baccalaureate degree. This includes training for workers already in the workplace and for adults needing basic academic skills.

Quality, access, accountability, responsiveness and commitment to continuous improvement are hallmarks of Idaho's Professional-Technical Education System.

KEY EXTERNAL FACTORS

- Rapid technological change
- Diversification of Idaho's job market
- Adequate supply of qualified instructors
- State and federal legislation
- State and national economic climates
- State employment rates

AUTHORITY

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Chapter 19, Title 67, and Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for the DPTE is delineated in Idaho Code, Chapter 22, and Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions. Section 33-1002G allows school districts to establish professional-technical schools and 39-5009 established the displaced homemaker account for appropriation to the State Board of Professional-Technical Education.

Professional-Technical Education **Strategic Plan 2011-2015**

<i>Professional-Technical Education</i> GOALS & OBJECTIVES	Anticipated Completion Date
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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS Goal 1 - Quality APRIL 22, 2010	
Improve the quality of Idaho's professional-technical education system.	
Objective 1: Promote initiatives that improve the quality of professional-technical education. <u>Performance Measure:</u> Number of PTE concentrators who take a Technical Skill Assessment (TSA). <u>Benchmark:</u> The number of PTE concentrators who take a state approved TSA will increase 10% each year.	Ongoing
Objective 2: Promote business and industry participation in professional-technical education.	Ongoing
Objective 3: Recruit and retain qualified professional-technical educators.	Ongoing
Objective 4: Promote professional development opportunities for students, teachers and counselors.	Ongoing
Objective 5: Provide workforce development systems with information and resources needed to make informed decisions about education and training.	Ongoing
Objective 6: Use continuous improvement processes to assess program quality and effectiveness.	Ongoing
Goal 2 – Access	
Provide access to professional-technical education programs and services.	
Objective 1: Provide alternative delivery systems to support underserved regions and expand workforce development training.	Ongoing
Objective 2: Inform Idahoans about professional-technical education, occupations, educational programs, schools, and scholarships.	Ongoing
Objective 3: Inform partners, including business, industries, agencies, and economic development entities, about professional-technical education.	Ongoing
Objective 4: Maintain access to quality secondary programs and services.	Ongoing
Objective 5: Maintain access to programs and options available through the technical college system. <u>Performance Measure:</u> Number of Technical College enrollments. <u>Benchmark:</u> Number of Technical College FTE enrollments will increase 2% each year.	Ongoing
Objective 6: Expand opportunities that help special populations participate in professional-technical programs	Ongoing

<p>and services.</p> <p>PLANNING, POLICY AND GOVERNMENTAL AFFAIRS</p> <p>APRIL 22, 2010</p> <p><u>Performance Measures:</u> Number of ABE clients who meet their stated goal which may include a GED.</p> <p><u>Benchmark:</u> Number of ABE clients with GED as a goal who obtain a GED will increase 2% each year.</p>	
<p>Goal 3 – Accountability</p> <p>Ensure effective and efficient use of professional-technical education resources.</p>	
<p>Objective 1: Review, revise and implement policies to make efficient use of professional-technical education system resources.</p>	Ongoing
<p>Objective 2: Ensure funds designated for the professional-technical education system are efficiently managed to support the role and mission.</p>	Ongoing
<p>Objective 3: Maintain efficient financial and accounting systems for the Division and the professional-technical education system.</p>	Ongoing
<p>Objective 4: Maintain high placement rates.</p> <p><u>Performance Measure A:</u> Number of Technical College PTE completers who achieve positive placement or transition.</p> <p><u>Benchmarks:</u> The number of Technical College PTE completers who achieve a positive placement is at 90% or better.</p> <p><u>Performance Measure B:</u> Number of secondary completers who transition to postsecondary education or training.</p> <p><u>Benchmark:</u> The number of secondary PTE completers who transition to postsecondary education or training will exceed the National Center for Higher Education Management System rankings for Idaho.</p>	Ongoing



Idaho Division of
Vocational Rehabilitation

2011 - 2015

Content and Format

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting purposes in this Strategic Plan. This Plan will cover federal fiscal years 2011 through 2015.

The Plan is divided into three sections. The first section focuses on the Vocational Rehabilitation Program and presents specific goals, objectives and strategies for achieving these goals. The following section relates to the IDVR State Renal Disease Program. The final section addresses external factors impacting IDVR.

Vocational Rehabilitation Program Vision Statement

“Your success at work means our work is a success.”

Vocational Rehabilitation Program Mission Statement

“Preparing individuals with disabilities for employment and community enrichment.”

Vocational Rehabilitation Program Goals

Goal #1 – Continually improve the quality of Vocational Rehabilitation services available to eligible Idahoans with disabilities to prepare for, obtain, maintain, or regain competitive employment and long term Supported Employment within the context of available resources.

1. **Objective:** Increase the number of individuals who successfully become employed after receiving VR services.

Performance Measure: The number of individuals who successfully achieve the employment outcome objective.

Benchmark: The number of individuals exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

2. **Objective:** Increase the number of transition age youth who successfully become employed after receiving VR services.

- A. **Performance Measure:** The number of transition age youth who successfully achieve the employment outcome objective.

Benchmark: The number of transition age youth exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

- B. **Performance Measure:** Through closer collaboration with Idaho school districts, disabled students participating in charter school programs, as well as those participating in on-line schooling and virtual/internet high schools, will be more effectively identified and served. In addition, IDVR will target the 504 transitional population, both inside and outside the consortium projects.

Benchmark: A baseline will be established in 2011 and the number served will be increased by 1% each subsequent year.

3. **Objective:** Increase the earnings of individuals who successfully become employed after receiving VR services.

Performance Measure: The earning capacity of those who become employed.

Benchmark: The average hourly earnings of individuals exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

4. **Objective:** Increase the number of individuals with significant disabilities placed in employment with long term job support.

Performance Measure: The number of individuals in employment who receive long term support.

Benchmark: The number of individuals with significant disabilities placed in to employment with long term job support shall be equal to or exceed the previous year's performance.

5. **Objective:** Improve the employment outcomes of individuals who are Deaf and Hard of Hearing.

Performance Measure: IDVR will fund two full time IESDB employees through a cooperative agreement established between IDVR and the IESDB (Idaho Educational Services for the Deaf and Blind). It is the responsibility of IESDB to locate and refer hearing impaired or hard of hearing transitioning students to IDVR for services. IDVR also agreed to provide resources directly to the two employees who will work in conjunction with respective VR counselors to develop appropriate IPE strategies.

Benchmark: The number of rehabilitations for this population will increase 6% between FFY2011 and the completion of FFY2013.

6. **Objective:** Utilize Information Technology to its maximum capacity.

- A. **Performance Measure:** Increase the efficiency and capacity of record storage.

Benchmark: Completion of the document imaging and signature pad projects in all regions by 2012.

- B. **Performance Measure:** Information Technology/Skill Development of all personnel.

Benchmark: Ongoing education and training will increase.

7. **Objective:** Statewide consistency for orientation and training to ensure continuity among all levels of staff.

Performance Measure: A comprehensive Training Manual for VR Counselors, VR Assistants, Regional Managers, and Assistant Regional Managers.

Benchmark: One module of the Training Manual will be completed per year over the next four years.

8. **Objective:** Enhance revenue opportunities for VR programs.

Performance Measure: Increase grant opportunities and collaboration with other agencies to develop shared projects.

Benchmark: Collaboration with other agencies will meet or exceed the previous year.

Goal #2 - Ensure that all eligible individuals with disabilities have equal access to services.

1. **Objective:** Assure that individuals of minority backgrounds have equal access to services.

Performance Measure: Maintain or increase the number of individuals from minority backgrounds who successfully become employed after receiving Vocational Rehabilitation services.

Benchmark: The number of individuals with disabilities from minority backgrounds exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

2. **Objective:** Adequately meet the employment needs of the increasing Adult Corrections population statewide.

Performance Measure: Maintain or increase the number of individuals from the Adult Corrections population statewide who successfully become employed after receiving Vocational Rehabilitation services.

Benchmark: The number of individuals with disabilities from the Adult Corrections population exiting the VR program who achieved an employment outcome shall be equal to or exceed the previous year's performance.

3. **Objective:** Strengthen partnerships with community partners.

- A. **Performance Measure:** Participation in the meetings and activities of community programs including but not limited to the Consortium for Idahoans with Disabilities (CID), Workforce Investment Act (WIA), State Independent Living Council (SILC), Developmental Disabilities Council, Advisory Commission on Correctional Education and Programs, Interagency Working Group, and Secondary Transition Group to support their efforts.

Benchmark: Increase regular attendance

- B. **Performance Measure:** Increase collaboration with Community Rehabilitation Programs (CRP's) to develop shared projects.

Benchmark: Collaboration with CRP's will meet or exceed previous year.

4. **Objective:** Create a collaborative effort with community partners, which results in a temporary homeless project for people with disabilities who currently encounter housing barriers that impede their capacity for employment.

Performance Measure: Decrease the number of individuals with disabilities who are incurring homelessness because of the current economic downturn.

Benchmark: The number of individuals with disabilities who are provided shelter assistance.

Goal #3 - Ensure that IDVR is compliant with the Rehabilitation Services Administration (RSA) 2009 Information Guide.

Objective: Maintain an internal audit process that achieves the vocational outcome goals established by RSA.

Performance Measure: Monthly audits will be conducted statewide to address the current RSA performance objectives and policies.

Benchmark: IDVR will achieve a minimum of 90% compliance in all areas measured by the monthly audit review.



State Renal Disease Program

Mission

To provide financial assistance for lifesaving medical care and treatment to Idaho residents who are experiencing end-stage renal disease; and who do not have the financial resources to meet all their end-stage renal disease medical needs; and for whom work is not an option; or are unemployed, but unable to afford lifesaving kidney related expenses on a continuing basis.

Vision

No Idaho resident experiencing end-stage renal disease should be at risk of death solely due to the inability to financially secure timely and appropriate medical intervention.

Goal #1 – Provide Idahoans experiencing end-stage renal disease with a program for financial assistance for needs relating to life saving medical services.

Objective: Achieve an overall satisfactory rating for the State Renal Disease Program.

Performance Measure: The percentage of Idaho residents served in the program.

Benchmark: Achieve a minimum of 90% overall satisfaction rating.

External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the clientele served and the variety of disabilities addressed. Challenges facing the Division include:

Technological Advances in Both Assistive Rehabilitation Products and Information Technology

IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Center located at the University of Idaho.

Changes in the Medical Industry

Continuing advancements in the medical industry as well as changes relating to insurance and financial benefits pose complex questions for the Vocational Rehabilitation Counselor. This is especially true in determining eligibility and services. Many IDVR Counselors and Managers are involved with health and disability-related organizations to keep abreast of these changes.

Idaho's Economy

While Idaho has seen tremendous growth in its population in the past ten years, the current economic downturn is posing unique and challenging barriers to Idahoans with disabilities. IDVR has received an economic stimulus budget from RSA. The distribution of this money is reflected within the three overarching goals outlined within the strategic plan.

Political Climate

The political elements are by far the most difficult for IDVR to overcome since they are essentially out of the control of the Division. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. The direction Congress chooses regarding reauthorization of the Rehabilitation Act will impact the future of Vocational Rehabilitation in Idaho. Federal funding decisions, e.g., training grants, block grants, funding reductions, program deletions, changes in health care and employment standards and practices are areas that would impact the Division's planning process.

APRIL 22, 2010

All staff of the Idaho Division of Vocational Rehabilitation take pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.



*Idaho Public
Television*
STRATEGIC PLAN
2011-2015

Idaho Public Television STRATEGIC PLAN 2011-2015

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals, and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meeting the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBOE). This plan displays SBOE goals alongside the Agency's Strategic Planning Issues.



3/22/10

Peter W. Morrill
General Manager
Idaho Public Television

VISION STATEMENT

Inspire, enrich, and educate the people we serve, enabling them to make a better world.

MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational, and cultural television and related resources;
- Creating Idaho based educational, informational, and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and
- Attracting, developing, and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

Idaho Public Television STRATEGIC PLAN 2011-2015

SBOE Goal 1: A WELL-EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

IdahoPTV Objectives:

- 1) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
 - Performance Measure(s):
 - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
 - Benchmark: FY11 – meet or exceed 97.5%
 - Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
 - Benchmark: FY11 – meet or exceed 13,500
- 2) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
 - Performance Measure(s):
 - Total number of hours of educational programming.
 - Benchmark: FY11 – meet or exceed 8,842
- 3) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
 - Performance Measure(s)
 - Number of visitors to our Web sites.
 - Benchmark: FY11 – meet or exceed 2,100,000
 - Number of visitors to IdahoPTV/PBS video player.
 - Benchmark: FY11 – meet or exceed 6,000
- 4) Progress toward digital implementation, as a statewide infrastructure in cooperation with public and private entities.
 - Performance Measure(s):
 - Number of DTV channel hours of transmission.
 - Benchmark: FY11 – meet or exceed 137,240
 - Number of transmitters broadcasting a DTV signal.
 - Benchmark: FY11 – 5 of 5
 - Number of DTV translators.
 - Benchmark: FY11 – 20 of 42
 - Number of licensed DTV fill-in translators (DTS).
 - Benchmark: FY11 – meet or exceed 2 of 7
 - Number of cable companies carrying our prime digital channel.
 - Benchmark: FY11 – meet or exceed 10
 - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.

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- Benchmark: FY11 – meet or exceed 7
 - Percentage of Idaho's population within our DTV signal coverage area.
 - Benchmark: FY11 – meet or exceed 73.1%
- 5) Contribute to a well-informed citizenry.
 - Performance Measure(s):
 - Number of channel hours of news, public affairs, and documentaries.
 - Benchmark: FY11 – meet or exceed 10,000
- 6) Provide high quality television programming and new media content.
 - Performance Measure(s):
 - Number of awards for IdahoPTV media and services.
 - Benchmark: FY11 – meet or exceed 35
- 7) Provide relevant Idaho-specific information.
 - Performance Measure(s):
 - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
 - Benchmark: FY11 – meet or exceed 1,795
- 8) Be a relevant educational and informational resource to all citizens.
 - Performance Measure(s):
 - Full-day IdahoPTV viewership as compared to peer group of PBS state networks – indexed to 100.
 - Benchmark: FY11 – meet or exceed 100
- 9) Operate an efficient statewide delivery/distribution system.
 - Performance Measure(s):
 - Total FTE in content delivery and distribution.
 - Benchmark: FY11 – less than 30.45
- 10) Operate an effective and efficient organization.
 - Performance Measure(s):
 - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
 - Benchmark: FY11 – yes/yes/yes
 - Successfully comply with new FCC rules regarding closed captioning complaints.
 - Benchmark: FY11 – yes

SBOE Goal 2: A QUALIFIED WORKFORCE

The educational system will provide quality graduates at every level (secondary and postsecondary), with the knowledge, skills, and desire for lifelong learning necessary to meet the workforce needs of today and tomorrow.

IdahoPTV Objectives:

- 1) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
 - Performance Measure(s):

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- Total number of hours of educational programming.
 - Benchmark: FY11 – meet or exceed 8,842
- 2) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
 - Performance Measure(s)
 - Number of visitors to our Web sites.
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 - Percentage of Idaho's population within our DTV signal coverage area.
 - Benchmark: FY11 – meet or exceed 73.1%
- 4) Contribute to a well-informed citizenry.
 - Performance Measure(s):
 - Number of channel hours of news, public affairs, and documentaries.
 - Benchmark: FY11 – meet or exceed 10,000
- 5) Provide relevant Idaho-specific information.
 - Performance Measure(s):
 - Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.
 - Benchmark: FY11 – meet or exceed 1,795

SBOE GOAL 3: CREATIVITY AND INNOVATION

The educational system will provide fertile ground for the development of new ideas and knowledge – both practical and theoretical- and foster the development of individuals who are entrepreneurial, broadminded, critical, and creative.

IdahoPTV Objectives:

- 1) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.

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APRIL 22, 2010

- Performance Measure(s):
 - Total number of hours of educational programming.
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- 7) Operate an effective and efficient organization.
 - Performance Measure(s):
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 - Benchmark: FY11 – yes/yes/yes
 - Successfully comply with new FCC rules regarding closed captioning complaints.
 - Benchmark: FY11 – yes

SBOE GOAL 4: TRANSPARENT ACCOUNTABILITY

Improve efficiency to accelerate progress towards transforming education. Develop tools to improve transparency and accountability in Idaho's public education system.

IdahoPTV Objectives:

- 1) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
 - Performance Measure(s):
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 - Benchmark: FY11 – less than 30.45
- 6) Operate an effective and efficient organization.
 - Performance Measure(s):
 - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
 - Benchmark: FY11 – yes/yes/yes

- Successfully comply with new FCC rules regarding closed captioning complaints.
 - Benchmark: FY11 – yes

Key External Factors

(Beyond the control of Idaho Public Television):

Funding:

Most Idaho Public Television strategic goals and objectives assume at least current levels of on-going financial support from the State of Idaho, Corporation for Public Broadcasting, and private contributions. These funding sources can be uncertain. Between July 1, 2008 and March 1, 2010 Idaho Public Television's state support has been reduced by 57%. IdahoPTV provides numerous services to various state entities. Governor Otter has recommended agencies that receive free services from IdahoPTV begin reimbursing for the services when possible.

Much of the content that Idaho Public Television airs comes from other organizations, both nationally and regionally. If their program production funding sources change (up or down), it also could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

Legislation/Rules:

Recent state statute and rule changes typically have not impacted Idaho Public Television.

Federal Government:

A great deal of funding, for both operational and infrastructure, comes from various entities of the federal government. A sudden downward change in these funding pools could affect IdahoPTV's ability to fulfill this strategic plan.

Various aspects of IdahoPTV's program functions fall under federal oversight including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

Idaho State Department of Education
Public Schools Strategic Plan
2010-2015

Vision Statement

To establish an innovative and flexible education system that focuses on results, inspires all students and prepares them to be successful in meeting today's challenges and tomorrow's opportunities.

Mission Statement

The Idaho State Department of Education is accountable for the success of all Idaho students. As leaders in education, we provide the expertise and technical assistance to promote educational excellence and highly effective instruction.

Indicators of a High Quality Education System

- High student achievement
- Low dropout rate
- High percentage of students going on to post-secondary education
- Close achievement gap
- All decisions based on current accurate data
- Efficient use of all resources

Guiding Principles

- Every student can learn and must have a high quality teacher in every classroom.
- Market forces must drive necessary change.
- Current and new resources must focus on the classroom.

With these indicators and guiding principles as our focus, the Idaho State Department of Education will increase student achievement.

- Increase district and school capacity to establish and maintain a positive education climate, with emphasis on a safe learning environment, and the intellectual, physical, social and psychological well-being of every child.

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- Continue efforts to remove barriers to teacher certification and provide support to those who want to enter the teaching profession.
- Increase dissemination of and accountability for research-based best practices in teacher preparation and provision of ongoing professional development that support student success.
- Continue efforts to provide increased pay for teachers in leadership and mentoring roles.
- Coordinate a statewide school improvement effort for those schools needing assistance to meet Adequate Yearly Progress goals.
- Increase the level of parental and community involvement in the education system by seeking partnerships with and feedback from all education stakeholders.
- Focus the statewide dropout prevention efforts of all education partners to reduce Idaho's dropout rate and increase graduation rates.
- Continue to support the establishment of public charter schools, public magnet schools and online educational opportunities to offer parents more quality choices in education for their children.
- Provide timely and relevant information, technical assistance and funding to Idaho's educators, schools, districts, students, parents, business leaders and the community, with a focus on excellent customer service.
- Increase efficiency of data collection procedures from school districts and public charter schools.
- Support efforts by school districts to consolidate services and streamline operations to make more efficient use of taxpayer funds and put more dollars into the classroom.

The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

Goal 1: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.

Objective 1. Improve student achievement at the middle school level.

Performance Measures: Idaho Standards Achievement Tests grades 6 to 8.

Benchmark: Eighty percent of students in grades 6 to 8 will achieve proficiency on the ISAT in math, reading, language usage.

Objective 2: Improve access to post-secondary education while in high school.

Performance Measures: Percentage of high schools offering dual credit.

Benchmark: Sixty percent of high schools offering dual credit.

Performance Measure: High Schools connected to the Idaho Education Network.

Benchmark: One hundred percent of high schools in Idaho connected to the Idaho Education Network by 2012.

Goal 2: Ensure every teacher is highly qualified and is compensated for their results to improve student achievement.

Objective 1: Help teachers meet the criteria set forth by No Child Left Behind to be "highly qualified."

Performance Measure: Number of teachers who are highly qualified.

Benchmark: One hundred percent of teachers in Idaho will be deemed as highly qualified.

Objective 2: Create a pay-for-performance pilot system for teachers to reward them for skills, knowledge and student achievement results.

Performance Measure: Number of districts implementing pay for performance.

Benchmark: Forty percent of schools implement pay for performance pilot.

Goal 3: Implement a longitudinal data system where teachers, administrators and parents have accurate student achievement data for a child's educational career.

Objective 1: Deploy a longitudinal data system in alignment with the twelve data elements and seven capabilities of the America COMPETES act and ARRA SFSF.

Performance Measure: 12 elements of the American COMPETES Act.

Benchmark: Hundred percent of the America COMPETES Act implemented.

Objective 2: Integrate budgeting and reporting applications into longitudinal data system.

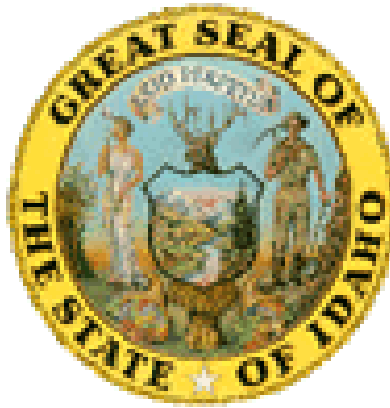
Performance Measure: Percentage of required budget and reporting applications obtained through longitudinal data system.

Benchmark: 100 percent of the budget and reporting applications implemented by 2012.

Objective 3: Deliver student achievement data to the classroom for the individualization of instruction.

Performance Measure: Student achievement information available to teachers via secure portal in every Idaho classroom for continuous improvement of instructional practices.

Benchmark: One-hundred percent of k-12 student information available by September 2012.



AGRICULTURAL RESEARCH & EXTENSION SERVICE STRATEGIC PLAN **2011-2015**

COLLEGE OF AGRICULTURAL AND LIFE SCIENCES
Agricultural Research and Extension System
Strategic Plan
2011-2015

MISSION STATEMENT

The College of Agricultural and Life Sciences honors the intent and purpose of the original land-grant mission by serving the people of Idaho and our nation:

- 1) by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- 2) through the discovery, application, and dissemination of science-based knowledge,
- 3) through identification of critical needs and development of creative solutions,
- 4) by fostering the health and well being of individuals, communities and society,
- 5) by supporting a vibrant economy, benefiting the individual, families and society as a whole.

VALUES STATEMENT

The College of Agricultural and Life Sciences values:

- 1) excellence in innovative discovery, instruction and outreach,
- 2) open communication,
- 3) individual and institutional accountability,
- 4) integrity and ethical conduct,
- 5) accomplishment through collegial teamwork and partnership,
- 6) responsiveness and flexibility,
- 7) individual and institutional health, success and productivity.

VISION STATEMENT

We are committed to being Idaho's recognized leader and innovator in agricultural and life sciences, respected regionally, nationally and internationally through focused areas of excellence in teaching, research and extension, serving as a critical knowledge bridge to society.

The College of Agricultural and Life Science's mission is to support economic growth and enhance the quality of life for the people of Idaho by:

- * preparing students to be innovative leaders in a global society,
- * helping people improve their lives through research-based education and leadership development focused on issues and needs, and
- * providing new knowledge to support agriculture and enhance the understanding of natural and human resources.

Goals

Teaching and Learning: Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective:

1. Attract and retain the appropriate number of diverse, high quality undergraduate and graduate students.
Performance Measure: The number and diversity of students enrolled in College of Agricultural and Life Sciences' academic programs.
Benchmark: A significant yearly increase in overall enrollment and diversity of enrollment.
2. Use innovative curricula and technology to develop skills for life-long learning and produce globally engaged graduates.
Performance Measure: A broad audience of learners will acquire knowledge and skills appropriate to global awareness through means of cutting-edge technology.
Benchmark: Number of new courses developed and delivered to both traditional and non-traditional learners via non-traditional means.
3. Assess learning outcomes to demonstrate effectiveness and improve our programs.
Performance Measure: Develop and implement methods to independently evaluate and improve student learning.
Benchmark: Implementation of evaluation method and documentation of result.

Scholarly and Creative Activity: Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

1. Promote outstanding, influential research in discovery and application/integration that is competitive with peer institutions.
Performance Measure: Increased level of grants awarded for scientific discovery, application/integration.
Benchmark: Increased number of licenses and patents.
2. Provide undergraduates with opportunities to participate in scholarly and creative activity.
Performance Measure: Students will participate in a variety of learning experiences that produce a scholarly product or notable impact to their overall UI education.
Benchmark: Mechanisms for engaging students in scholarly and creative activity will be developed by Fall 2011.

3. Address the needs of stakeholders by conducting research with regional, national and international impact and recognition.
Performance Measure: Develop nationally recognized research programs that meet the identified needs of stakeholders/clientele.
Benchmark: Number of scholarly products and programs delivered addressing identified stakeholder needs.

Outreach and Engagement: Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

1. Provide research-based education that anticipates and responds to high priority stakeholder needs.
Performance Measure: Faculty will engage stakeholders in a variety of experiential and traditional learning opportunities that meet their educational and informational needs.
Benchmark: Develop an assessment tool that provides faculty with reliable information regarding stakeholder needs by Fall 2011.
2. Integrate teaching, research and extension using interdisciplinary teams to solve economic, environmental and social problems.
Performance Measure: Funding support for interdisciplinary faculty positions.
Benchmark: Number of interdisciplinary faculty positions among colleges.
3. Address the needs of Idaho's changing population including underserved audiences.
Performance Measure: Development of programs that address the changing demographics and population needs of Idaho stakeholders.
Benchmark: Develop an assessment tool that provides faculty with reliable information regarding stakeholder needs.
4. Maintain a strong statewide presence by strategically locating personnel and resources.
Performance Measure: Place personnel and allocate resources in alignment with the College of Agricultural and Life Sciences strategic plan to meet the highest priority needs.
Benchmark: Number of college personnel located at Agricultural Research and Extension Centers throughout the state.
5. Engage students in addressing community based needs using Extension.
Performance Measure: Provide creative and innovative opportunity for students to engage in community based learning experiences of mutual benefit.
Benchmark: A methodology will be developed for engaging students in community based, experiential learning opportunities by Fall 2011.

Organization, Culture and Climate: Create and sustain an energized community that is adaptable, dynamic, and vital to enable the University to advance strategically and function efficiently.

1. Attract and retain highly qualified, diverse faculty, staff and students.
Performance Measure: Advertise for open positions in areas where we will attract a diverse faculty and staff.
Benchmark: Increased level of diversity within the ranks of College of Agricultural and Life Sciences faculty, staff and administration.
2. Demonstrate fairness in expectation, evaluation and compensation.
Performance Measure: Develop clear performance guidelines for faculty and staff.
Benchmark: College units will clearly document expectations of performance based on rank and position descriptions.
3. Create and support an atmosphere of loyalty, trust, collegiality and inclusiveness.
Performance Measure: Quality of the work environment within College of Agricultural and Life Sciences will be measured by implementing a college-wide survey by Fall 2011.
Benchmark: Survey results will provide a baseline data against which quality of the work environment will be periodically measured.
4. Reduce academic, institutional and administrative barriers to achieve an efficient and creative workplace.
Performance Measure: Develop a taskforce to review current processes and procedures.
Benchmark: Taskforce makes recommendations to the college Dean by Spring 2010.

External Factors:

Loss of essential personnel: Due to significant budget reductions, it is difficult to hire and retain sufficient, qualified individuals to keep up with demands of the Agricultural Research and Extension Service programming throughout the state. Faculty and staff positions have been restructured and funding sources modified to the extent possible.

Cultivation of Partnerships: Much time has been spent in the past year cultivating partnerships to assist in maintaining the agricultural research and extension system. Although these efforts have been successful, it should be noted that these efforts are very time consuming and take many months to reach agreement and produce revenue streams to help maintain this system and meet our land grant mission.



Forest Utilization Research and Outreach (FUR)

2011-2015

STRATEGIC PLAN

Forest Utilization Research and Outreach

Mission Statement

The effect of the Forest Utilization Research and Outreach (FUR) program is to increase the productivity of Idaho's forest lands by conceiving, analyzing, and developing methodologies that improve intensive forest harvesting practices, improve and increase wood use and wood residue utilization technologies, improve forest regeneration, forest and rangeland restoration, and nursery management practices, demonstrate state-of-the-art scientifically, socially and environmentally sound forest and range nursery, regeneration, and management practices, provide through the Policy Analysis Group unbiased factual and timely information on natural resources issues facing Idaho's decision makers.

FUR is located in the College of Natural Resources at The University of Idaho, which is an internationally recognized land-grant research institution combining research, outreach, graduate, and professional education.

We emphasize quality and access, by strategically investing in distinctive and relevant programs and facilities. Through collaboration and consultation we undertake initiatives designed to promote science, technology, and their applications to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

VISION STATEMENT

The scholarly, creative, and educational activities related to and supported by the Forest Utilization Research (FUR) will lead to improved capabilities in Idaho's workforce and beyond to address critical natural resource issues by producing new knowledge and leaders in the areas of forest regeneration, fire science and management, and forest ecosystem services and products, especially bio-energy.

This work will be shaped by a passion to fuse scientific knowledge with best natural resource management practices to promote learning partnerships and collaboration across organizational boundaries such as governments, private sector enterprises, landowners and non-governmental organizations to catalyze entrepreneurial innovation in the natural resource sector and to steward the natural environment.

Forest Utilization Research and Outreach (FUR) GOALS & OBJECTIVES

Goal 1: Scholarship and Creativity

Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Objective A: Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

Strategies:

1. Upgrade and development of university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.
2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR.

Performance Measures:

- Number of CNR faculty, staff, students and constituency groups involved in interdisciplinary, FUR related scholarship or capacity building activities.
- Non-FUR funding leveraged by FUR funded indoor and outdoor laboratories, field facilities, and teaching, research and outreach programs.

Benchmarks:

Numbers of CNR faculty, staff, students and constituency groups set as of 2010 level with an ongoing objective for them to stay the same or increase based on the investment level in this aspect of FUR programming

Start with a 3:1 return on investment ratio meaning every one dollar of FUR state funding leverages at least three non-FUR funded dollars from other sources

Objective B: Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

Strategies:

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland regeneration, nursery management practices, forest and rangeland productivity, fire science and management, and ecosystems services and products.
2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses, governmental and non-governmental enterprises/operating units.
3. Conduct research and do unbiased policy analyses to aid decision-makers and citizens understanding of natural resource and land use policy issues.

Performance Measure:

- An accounting of products (i.e., seedlings produced, research reports, refereed journal articles) and services (i.e., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases) created and delivered including an identification of those which are recognized and given credibility by external reviewers via being licensed, patented, published in refereed journals, etc.

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- Number of external stakeholders (non-university entities) that request information and/or consultancies on FUR funded protocols for technologies or knowledge related to programs such as regeneration of native plants and seedlings, fire science, wood residue utilization, forest and rangeland restoration, etc.

Benchmark:

Numbers and types of products and services delivered and stakeholders serviced as of 2006-09 average levels level with an ongoing objective for them to stay the same or increase based on investment levels in this aspect of FUR programming during the defined period.

Goal 2: Outreach and Engagement

Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

Objective A: Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

Strategies:

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues.
2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.
3. Foster key industry/business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests, rangelands, and waterways.

Performance Measure:

Document cases:

- Communities served and resulting documentable impact;
- Governmental agencies served and resulting documentable impact
- Non-governmental agencies and resulting documentable impact
- Private businesses and resulting documentable impact
- Private landowners and resulting documentable impact

Benchmark:

Meeting target numbers for audiences identified above as well as developing and experimenting with a scale for measuring documentable impact.

Goal 3: Teaching and Learning

Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective A: Develop effective integrative learning activities to engage and expand student minds.

Strategies:

1. Provide undergraduate, graduate and professional students with education and research opportunities in nursery management, wood utilization technologies including bioproducts, forest and rangeland regeneration and restoration, fire science and management, and ecosystem services.

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2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the college Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

Performance Measures:

- Number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.
- Number of hits on PAG and other FUR related web-sites, and where feasible number of documents or other products downloaded by stakeholders.

Benchmark:

Meeting or being above target numbers for the audiences and programming proposed above as per investment in a given funding cycle.

EXTERNAL FACTORS AFFECTING ABILITIES TO REACH GOALS

The key external factors likely to affect our ability to reach or exceed targets are as follows: (1) the availability of funding from sources we align with the state provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; (4) uncertainty associated with Idaho's commitment to retaining quality higher education programming associated with the land grant education mission; and (5) changing demand for the state and region's ecosystem services and products.

IDAHO COUNCIL ON ECONOMIC EDUCATION

Financial Literacy & Economic Education Across Idaho

Strategic Plan 2011 – 2015

Vision

The K-12 teachers and students of the State of Idaho are engaged in an ongoing effort through all Idaho Schools to increase their knowledge of, understand and apply the practical principles and concepts related to economic and financial decision making. As a result, over the long term, the standard of living of the citizens of this state will grow and improve.

Mission

The mission of the Idaho Council on Economic Education and its Centers at the University of Idaho, Boise State University, College of Southern Idaho and Idaho State University is to provide teacher and student training and materials in regard to economic and financial literacy education so that Idaho will be able to compete and prosper in the rapidly changing global economy.

The Council and its Centers work closely with the State Department and Board of Education, local school districts, universities, other government agencies and with the business community to ensure that Idaho teachers and students receive the highest quality training and education available in regard to economic and financial literacy.

The work of the Idaho Council is especially focused on helping the Idaho State Board of Education promote the following stated values:

- Innovation
- Accountability
- Responsibility
- Efficiency

Goals, Objectives and Performance Measures

Goal 1: Active Community Involvement

Engage Idaho's universities, key government agencies, elected officials, school districts, businesses and the general public in the important mission of economic and financial education of Idaho's youth.

Objective 1: Develop an engaged and active Board of Directors that includes members from all six regions of Idaho, with representation from the above mentioned stake holder groups.

Performance Measures	Benchmarks
• Number of Board Members	18
• Economic events attended by each Board Member	2

Objective 2: Provide community volunteer opportunities in economic and financial education for Idaho's teachers and youth.

Performance Measures	Benchmarks
• Hours of volunteer service	1,600

Goal 2: Quality Training and Materials

Provide training and materials for teachers and students throughout the entire state of Idaho.

Objective 1: Promote, provide and manage the International Economic Summit program throughout Idaho to prepare students to live and work in the rapidly changing global economy.

Performance Measures	Benchmarks
• Summit programs per year	10

Objective 2: Promote, provide and manage financial literacy education throughout Idaho including the Stock Market Game and other programs as appropriate.

Performance Measures	Benchmarks
• Teams participating	1,000

Objective 3: Expand economic and financial education to include on-line programs in order to reach teachers and students who would not otherwise be able to participate.

Performance Measures	Benchmarks
• On-line courses offered annually	1

Goal 3: International Competitiveness

Expand economic education to include international awareness, an understanding of the process of globalization and the ability to work with people of other nations with the goal in mind of keeping Idaho competitive in the future.

Objective 1: Provide training to schools with programs in international education

Performance Measures

Benchmarks

- | | |
|--|---|
| <ul style="list-style-type: none">• Number of districts received training annually | 3 |
|--|---|

External Factors

Funding

Operation of the Idaho Council and Centers depends on funding from a variety of sources include the Boise State and the other sponsoring universities, the annual state budgeting process, fees charged for participating in programs and from outside grants and donations. Any disruption of these sources of funding would negatively impact the Council's ability to reach the goals and objectives outlined in this plan.

An additional challenge this coming year will arise from the fact that the Idaho Council's annual state appropriation of approximately \$50,000 was completely cut. This cut originated with the governor's recommendation and was eventually approved by JFAC. This will directly affect the number of students and teachers the Idaho Council, and especially our Centers at the other universities, will be able to serve.

School Districts and Schools

Programs offered by the Idaho Council and Centers are not mandatory, even though these programs are tied to Idaho's state achievement standards. The Council's ability to reach the goals outlined depends on the willingness and ability of districts and schools to support and participate in the programs offered.

Contact

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Idaho Dental Education Program

STRATEGIC PLAN

2011 - 2015

MISSION STATEMENT

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

Goal 1: Provide access to a quality dental education for qualified Idaho residents.

Objective:

Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
 - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
 - Current contract in place with Creighton University School of Dentistry or another accredited dental school.
- *Performance Measure:*
 - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
 - Average National Board examination scores will be above 70%.
- *Performance Measure:*
 - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
 - Pass rate will meet or exceed 90%.

Objective:

Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
 - Number of students in the program.
- *Benchmark:*
 - Increase the number of students in the program from 8 to 10.

Goal 2: Maintain some control over the rising costs of dental education.

Objective:

Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
 - State cost per student.
- *Benchmark:*
 - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.

Objective:

Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
 - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
 - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.
- *Performance Measure:*
 - Return rates.
- *Benchmark:*
 - Maintain return rates of program graduates in private practice which average greater than 50%.

Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.

Objective:

Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*
 - Continuing Dental Education (CDE).

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

- *Benchmark:*
 - Provide at least one continuing dental education opportunity biannually.
- *Performance Measure:*
 - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
 - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

KEY EXTERNAL FACTORS:

Funding:

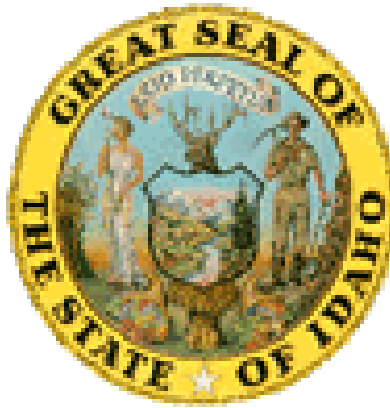
Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain, as they definitely are currently. Specifically, the goal to expand the program from 8 to 10 seats per year is a long-term goal that we do not anticipate coming to fruition over the next couple of years because of the current State economic situation. We will continue to look for opportunities to increase the number of available positions within the program in the future as the economy recovers.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. As this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.



Idaho Geological Survey (IGS)

2011-2015

STRATEGIC PLAN

Idaho Geological Survey

VISION STATEMENT

The Idaho Geological Survey vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

MISSION STATEMENT

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. Other main Idaho Geological Survey programs include geologic hazards, hydrology, mining, mine safety training, a abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, energy- mineral- and water-resource development, landslide hazards and earthquake monitoring.

AUTHORITY

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

Service and Outreach

Goal 1: Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with new revision of state documents requirements (Idaho Code 33-2505).

Objective 1: Develop and publish survey documents

Performance Measure: Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources

Benchmark: The number of published reports will be equal to or greater than the preceding year.

Objective 2: Build and deliver Web site products

Performance Measure: Number of Web site Products Used

Benchmark: The number of Website products used will be equal to or greater than the preceding year

Objective 3: Sustain Idaho State Documents Depository Program and Georef Catalog (International)

Performance Measure: Percentage of total Survey documents available

Benchmark: 100%

Research

Goal 2: Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, and state and federal land management agencies.

Objective 1: Sustain and enhance geological mapping and related studies

Performance Measure: Increase the geologic map coverage of Idaho by mapping in priority areas designated by Idaho Geological Mapping Advisory Committee (square miles).

Benchmark: Increase in cumulative percent of Idaho's area covered by modern geologic mapping.

Objective 2: Sustain and build research funding

Performance Measure: Externally funded grant and contract dollars

Benchmark: The number of externally funded grant and contract dollars compared to five year average.

Education

Goal 3: Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.

Objective 1: Develop and deliver earth science education programs and public presentations

Performance Measure: Educational programs for public audiences

Benchmark: The number of educational presentations will be equal to or greater than the previous year.

Key External Factors:

Funding:

Achievement of strategic goals and objectives is dependent on appropriate state funding.

External research support is mostly subject to federal program funding and increasing state competition for federal programs. Because most federal programs require a state match the capability to match grants depends on state funds.

Demand for services and products:

Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.

30 November 2009

**Idaho Museum of Natural History
Strategic Plan**

Mission

The Idaho Museum of Natural History was created in by proclamation of Governor John Evans, July 1, 1977. The Idaho State Legislature confirmed the governor's proclamation by enacting legislation that formally designated the Museum as the official state museum of natural history (Idaho Statute 33-3012).

The IMNH is a Special Program of Public Service (with separate line-item funding) of the Idaho State Board of Education, with Idaho State University providing additional support, including facilities and maintenance of the Museum building.

Core Functions:

Two core functions are mandated by Idaho Statute 33-3012:

- To collect, care for, research, interpret and present, through educational programs and exhibitions, Idaho's cultural and natural heritage
- To provide educational programming for a broad Idaho audience, including K-12 schools, university students and the general public.

Mission Statement:

33-3012. STATE MUSEUM OF NATURAL HISTORY. (1) Recognizing the importance of our natural heritage to the citizens of the state of Idaho, and the need for the state museum of natural history which would preserve and interpret natural history objects and which would provide educational services about our natural heritage for both residents and visitors through its own facilities and by supporting and encouraging local and municipal natural history museums throughout the state of Idaho, there is hereby created and established at Idaho State University a state museum of natural history to be known as the Idaho museum of natural history, where tangible objects and documents reflecting our natural heritage may be collected, preserved, studied, interpreted, and displayed for educational and cultural purposes. (2) The Idaho museum of natural history may receive gifts, contributions, and donations of all kinds for the purpose of support and maintenance of the museum, and may receive tangible objects and specimens for the development of collections, educational programs and exhibits.

Core Values

Our core responsibility for care, sustainability, and growth is our scientific collections. These are our strength and reason for State of Idaho funding as designated in our mission statement.

We have three significant core values that will guide our future vision:

- Management of our collections in four Divisions: Anthropology, Earth Science, Life Science and Education.
- Continued expansion of our research based in these collections.
- Development of research and educational partnerships with State and Regional schools, universities and museums.

Vision

The IMNH seeks to become a nationally and internationally known research facility housing seminal collections in our four Divisions. This field and collections-based research will fuel expanding education and exhibit programs.

Diversify Funding

We will diversify funding sources, enhancing our State of Idaho appropriation with increased extramural research funding, and increased private and corporate endowments. These funding streams will fuel construction of a new Museum building and improved staffing in research, collections management, educational programming and exhibitions.

Public Programs and Exhibitions

Our public programs and exhibitions will be tied to our research and collections strengths. We are very strong in research and collections related to understanding environmental changes and the ecology of man-land ecosystems. A Quaternary Research Center will guide our research and collections policies in the future.

In the short term, we will emphasize distance and online learning opportunities, and we will not invest heavily in expanding on-site exhibits. These will be constructed based on availability of funds through extramural support and private and corporate donations.

Collections

We will emphasize acquisition of collections from Idaho and the Northern Intermountain West but will also entertain receipt of collections from elsewhere based on IMNH research and availability of support for long-term care.

Goals

The IMNH has these five strategic goals to be accomplished in the next five years. These are complementary and cross-cut and amplify significantly our vision of a research intensive museum emphasizing scientific collections.

1. Enhance the visibility of research in each of the four Divisions: Anthropology, Earth Science, Education and Life Science.
2. Establish adequate staffing for the Museum.
3. Create a Museum-wide computer database for all Museum collections.
4. Create distance and online educational programs that provide science educational resources to Idaho's K-12 and university students and the general public.
5. Create a successful fundraising campaign around a "Green Museum" drive to build a new museum on the Idaho State University campus.

**Goal 1: Enhance the visibility of research in each of the four Divisions:
Anthropology, Earth Science, Education and Life Science.**

The Idaho Museum of Natural History has singular strengths in collections and research history in archaeology, ecology and paleontology in the Northern Intermountain West. We house the Swanson Archaeological Repository as part of the Idaho Archaeological Survey, the State Paleontology Office and the John White Paleontology Repository as part of the Idaho Paleontological Survey, and the Ray J. Davis Herbarium.

Objectives: in priority order

1. Hire tenure track senior professors as Curators and Division Heads in each of the four IMNH Divisions. [accomplished through 2009 reorganization]
2. Hire professional Collections Managers for each Division and for selected significant collections within each Division. [accomplished through 2009 reorganization]
3. Create an Idaho State University research advisory board composed of senior research faculty and participating department chairs
4. Develop a Statewide Idaho Paleontological Survey parallel to the extant Idaho Archaeological Survey and coordinate development of other paleontological repositories within the State of Idaho. [State appropriation pending]
5. Expand the Swanson Archaeological Repository to store long term collections for Federal and State agencies outside of the State of Idaho. [cooperative agreements with Federal and State agencies in development and pending]
6. Link the Ray J. Davis Herbarium to other herbaria within the region through grants and cooperative agreements. [National Science Foundation proposal pending]
7. Bring back the IMNH publication series (Tebiwa, Miscellaneous and Occasional Papers) in a peer-reviewed hard copy and online format.
8. Establish a soft-money travel and general research fund to fuel project development.

Goal 2: Establish adequate staffing for the Museum

Until academic year 2008-2009, the IMNH had maintained inadequate staffing across Divisions and in central administration. Reorganization has supplied positions necessary for growing research and providing collections oversight but as the Museum grows, more positions will be needed.

Objectives:

1. Hire a State Paleontologist. [State appropriation pending]
2. Hire a Database Manager/Website Developer to provide oversight and continuity in computer applications. [current graduate assistantships]
3. Hire an Exhibit Designer and an Exhibit Technician to aid the Head Curator, Education and Exhibits Division, in delivering high quality educational programs and exhibitions.
4. Hire a Development Officer/Public Programs Director to promote endowments and facilitate and Coordinate general public programming.
5. Hire a professional Conservator to ensure adequate care of collections across Divisions
6. Hire a Museum Store Manager

Goal 3: Create a Museum-wide computer database for all Museum collections

The IMNH has not had a single integrated computer database to integrate tracking and management across Museum collections. Preferable will be a wireless Internet based system in a secure multiuser environment with intelligent user interfaces for research, collections management, education programs and exhibits.

Objectives:

1. Assess all collections for possible de-accessioning with regard to research and mission priority and profile for adequate long-term funding [this is currently in progress].
2. Build a comprehensive computer database for each Division, integrated by standard fields, queries and reports as required by IMNH central administration. [in progress: 90% complete in Anthropology, Earth Science and Life Science Divisions]
3. Construct a separate image database held on a separate secure server. [in progress]
4. Perform a comprehensive conservation survey under a professional conservator's direction.

Goal 4: Create distance and online educational programs that provide science educational resources to Idaho's K-12 and university students and the general public

The IMNH has a history of delivery of well received informal science education programs ("Science Trek," "Forays Into the Field"). We have also received significant extramural funding for innovative projects designed to get science resources to the K-12 and University communities ("Digital Atlas," "Idaho Virtualization Lab," "Fossil Plot," "Bridging the Natural Gap"). These efforts are recognized by our communities but the Museum must seek to build a solid infrastructure to allow planning for continued successful expansion of our education efforts.

Objectives:

1. Construct a long term exhibit plan ensuring strong thematic continuity and frequent rotation.
2. Hire a full-time Education Resources Coordinator to aid the Division Head in program planning and delivery. [Federal appropriation request pending]
3. Create graduate student assistantships to aid in program development and delivery. [Federal appropriation request pending]
4. Build a highly interactive IMNH website to connect self-learners with a rich array of science education resources and experiences. [Federal appropriation request pending]
5. Develop an IMNH Store business plan to ensure success of store activities, including coordination of educational programming, running of Museum E-Store and effective sales of IMNH publication series

Goal 5: Create a successful fundraising campaign around a “Green Museum” drive to build a new museum on the Idaho State University campus.

The IMNH has long recognized the limitations of its current building, an old University library, on the Idaho State University quadrangle. The Museum function is distributed on three floors (basement, first floor and fourth floor). There are continual issues in outmoded environmental controls, competition for space, and little potential for optimizing or reconfiguring space.

Objectives:

1. Launch a successful fundraising campaign to construct a “Green Museum” on the periphery of the ISU campus. This will be a combination of public and corporate endowments. [in progress]
2. Hire a Development Officer/Public Programs Director to promote the Museum’s Public profile tied to fundraising and program delivery. [in progress]
3. Create a public advisory board composed of a cross-section of community leaders
4. Build Museum membership programs.

**ISU Department of Family Medicine
Strategic Planning Update March 2010**

Vision:

The Idaho State University Family Medicine Residency (ISU FMR) envisions a clinically rich residency program; graduating courteous, competent, rural physicians.

Mission:

ISU FMR is committed to interdisciplinary, evidence-based care and service to our patients and community; university-based education of residents and students; and recruitment of physicians for the State of Idaho.

Values:

PROFESSIONALISM – We adhere to the highest level of professionalism in our relationships with our patients, staff and colleagues

COMMUNICATION – We aspire to clear, open communications with each other and our patients; and to precise, well-formatted presentation of medical information to other physicians

QUALITY – We continually seek ways to analyze and improve the quality of care provided to our patients, and to fulfill the published criteria of excellence in residency education.

COLLEGIALITY – As medical educators and learners we coordinate education and care with colleagues from a wide range specialties and health professions.

INNOVATION – We espouse current innovations in primary health care including electronic record keeping and communication, and the Patient Centered Medical Home Model.

ACCOUNTABILITY – We are accountable to ourselves and to our sponsors for the financial viability of the residency and the efficiency of the department.

RESPONSIBILITY – We take responsibility for our actions and work to improve patient care through excellence in medical education.

RESPECT – We demonstrate respect for each other and those with whom we interact. We remain courteous in our interactions and in respecting diversity. Even if we disagree, we do so with both civility and a desire to reach mutually beneficial solutions.

JUSTICE – We believe all patients have a fundamental right of access to appropriate health care. We advocate for our patients and assist them in navigating through the health care system.

BENEFICENCE – Primum non nocere. Patients will not be harmed by our care. Resident education will not be abusive or excessive in work hours or disrespectful of personal needs.

AUTONOMY – We respect a patient's right to decide their health care, and to information to assist in the decision making process.

GOAL 1: Access – Recruitment of physicians for Idaho

Objectives for access:

- a. Work with Portneuf Medical Center to establish collaborative hospitalist program
 - *Performance measure:*
 - Number of hospitalists
 - *Benchmark:*
 - Achieve critical mass of 4 hospitalists
- b. Achieve accreditation for new rural training track (RTT) in Rexburg
 - *Performance measure:*
 - Application and site visit approval for RTT
 - *Benchmark:*
 - Initial accreditation for RTT granted by Residency Review Committee
- c. Expand first-year class to 7 residents and total residency size to 21 to fill Rural Training Track
 - *Performance measure:*
 - Number of residents
 - *Benchmark:*
 - Overall number of residents will increase
- d. Structure the program so that 50% of graduates open their practices in Idaho
 - *Performance Measure*
 - Number of graduates practicing in Idaho
 - *Benchmark:*
 - 50% of graduates practicing in Idaho

GOAL 2: Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research

Objectives for quality:

- a. Develop additional pediatric training opportunities with Spokane Family Medicine.
 - *Performance measure:*
 - Number of pediatric rotations in Spokane taken by ISU Residents
 - *Benchmark:*
 - Number of pediatric rotations in Spokane will increase

- b. Improve Quality of Care criteria of a Patient Centered Medical Home
 - *Performance measure:*
 - Meet the national criteria of PCMH
 - *Benchmark:*
 - 2010: 25% of criteria met. 2011: 50% of criteria met.
- c. Maintain and expand clinical research program by identifying new project opportunities
 - *Performance measure:*
 - Number of new clinical research projects
 - *Benchmark:*
 - Number of new research projects will increase

GOAL 3: Efficiency – improve long-term financial viability of the department/residency program

Objectives for efficiency:

- a. Identify the best operational and financial structure to maximize funding streams and clinical revenues
 - *Performance measure:*
 - Identify residency structural change with a potential for improving funding streams
 - *Benchmark:*
 - Structural change initiated
- b. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
 - *Performance measure:*
 - Level of support from PMC for ISU Family Medicine
 - *Benchmark:*
 - No reduction in financial and programmatic support

External Factors (beyond control of the ISU Department of Family Medicine)

1. Access – Recruitment of physicians for Idaho.

- a. Hospitalist program is dependent on financial support from PMC. This will be completed as a collaborative project with PMC in fall of 2010.
- b. For the rural training track RTT to move forward, Madison Memorial Hospital must have adequate financial resources. As of January 2010, Madison has postponed its financial commitment to the RTT.
- c. This expansion was requested by the governor but was dependent on adequate financial resources of Madison Memorial Hospital as well as ISU. Postponed as of January 2010.
- d. Applicant interest in the ISU FMR.

- 2. Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**
 - a. Spokane FMR financial viability.
 - b. National criteria of a Patient Centered Medical Home.
 - c. External research funding opportunities.
- 3. Efficiency- Improve the Long-term financial viability of the department/residency program.**
 - a. No new access point grants were available in 2009 so this program was rescheduled for 2010. It may not move forward until these federal funds are released.
 - b. Legacy is a new corporate entity that has purchased Portneuf Medical Center. The policies of Legacy are critical to the long term viability of the residency programs that are housed in PMC.

Strategic Planning – Mid-term (3-5 years)

The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho

Objectives for access

1. Expand core residency program to 8-7-7 with two residents in RTT
 - *Performance measure:*
 - Number of residents
 - *Benchmark:*
 - Increased number of residents
2. Start a hospitalist fellowship program
 - *Performance measure:*
 - Number of hospitalist fellows
 - *Benchmark:*
 - Increased number of hospitalist fellows

GOAL 2: Efficiency – Improve long-term financial viability of the department/residency program

Objectives for access

1. Develop and a Foundation giving plan for a new primary care center of excellence
 - *Performance measure:*
 - Amount of foundation giving
 - *Benchmark:*
 - Increased amount of foundation giving

Office of the State Board of Education
Rural Physician Incentive Program
Strategic Plan
2011-2015

Mission Statement

To recruit and attract primary care physicians to medically underserved areas of rural Idaho.

Goal I

Develop the necessary administrative structure for effective administration of the RPIP program.

Objective 1

Establish ongoing procedures for managing the RPIP program.

Performance Measure

The procedures are established for processing applications and payments.

Benchmark

Board staff develops instructional guidelines for complying with established procedures.

The RPIP Committee Chair and Board staff approves procedures.

Objective 2

Develop the next priority list of eligible physicians for consideration and selection by the Board for debt payment awards.

Performance Measure

Selection of debt repayment award recipients is completed and funds are disbursed.

Benchmark

The next group of physicians to receive debt payment awards is selected by the Board not later than April, 2011 for fund disbursement in July, 2011. Award recipients will be processed so as to be identified annually in April of each subsequent year.

Objective 3

Establish a reporting process to the committee and Board which maintains the confidentiality of individual recipients while providing an overview of program effectiveness in regions.

Performance measure

A service area report will be completed and presented to the Board by June 2011.

Benchmark

Review of reporting guidelines by Attorney General to assure that the reporting process maintains confidential personal information of recipients, while providing adequate information on service area needs by December 2010.

The RPIP oversight committee will approve of the reporting process and format by spring 2011.

Goal II

Explore options to enhance and expand the RPIP.

Objective 1

Investigate opportunities for expanding the available funding through partnerships with federal programs.

Performance Measure

The Oversight Committee will determine whether to advance or decline participation in a federal/state matching program by **April 2010**.

Benchmark

The Oversight Committee explores options and report to the full committee by **December 2010**.

Review matching requirement of proposed programs to determine if these opportunities are aligned with the statute and rules that govern Idaho's program.

Make the necessary applications and secure Board approval prior to submission of application.

Objective 2

The Oversight Committee will conduct an annual survey of physicians/communities receiving payments under the RPIP.

Performance Measure

The Oversight Committee will include an analysis of RPIP effectiveness for recruiting and retaining physicians in medically underserved areas of Idaho.

Benchmark

Effectiveness data is included in the annual January-February report to the Board.

Key External Factors Beyond Agency Control

- Funding for the RPIP is derived from fees assessed Idaho supported medical students at the University of Washington and the University of Utah. Future funding of the program depends of continued financial support from the Legislature to these medical students.
- The ability to recruit physicians into rural Idaho depends on the general supply and demand for physicians throughout the country and the availability of other competitive incentive programs.
- Statute limits the dollar amount of disbursements to \$50K over five years. Over time these program constraints could reduce the competitiveness of the RPIP.
- The remoteness of some Idaho rural communities may make it difficult to attract qualified physicians to some of these communities, even with a debt repayment program.



**Small Business
Development Center**
directions solutions impact

Strategic Plan 2010

Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-contracts with their host institutions. The locations result in 90% of Idaho's businesses being within a 1 hour drive:

- ❶ North Idaho College - Coeur d'Alene
- ❷ Lewis-Clark State College - Lewiston
- ❷ Boise State University - Boise
- ❹ College of Southern Idaho - Twin Falls
- ❺ Idaho State University - Pocatello
- ❻ Idaho State University - Idaho Falls



Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

Mission:

To enhance the success of small businesses in Idaho by providing high-quality consulting and training.

Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

Tag Line:

directions solutions impact

Operating Principles:

Service is the primary product of the Idaho SBDC. Creating and maintaining a high standard of service requires a commitment to four principles:

1. Focus on the Client: The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.

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2. **Devotion to Quality:** Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.
3. **Concentration on Innovation:** To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.
4. **Commitment to Integrity:** The Center values integrity and will conduct all of our services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

Priorities:

The Idaho SBDC will focus on the following priorities:

1. **Maximum client impact** – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.
2. **Strong brand recognition** – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.
3. **Increased resources** – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.
4. **Organizational excellence** – The Idaho SBDC is in the top 10% of SBDC's on all impact measures, is consistently one of the top 5 states on the Chrisman impact survey, and received accreditation in 2004 with no conditions. The organization must continually improve to maintain this excellence.

Market Segments:

The small business market served by the Idaho SBDC can be divided into three segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients. The Idaho SBDC Marketing Plan contains additional information on state demographics and how these segments fit into the overall plan.

Segment 1:

Pre-venture – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3).

Segment 2:

Established businesses – This segment has already established a business. A consultant will meet with them to evaluate their needs and formulate a plan to address them. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and

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over 75% of consulting time will be spend on clients in this category. This segment will also contain some businesses that will be designated as high impact potential (segment 3). Businesses in this category will generally have 20 or fewer employees.

Segment 3:

High impact potential – This segment is composed of the top 15% of clients in each region based on their potential to grow sales and jobs. This segment is not consistent throughout the state but is relative to the business potential based on economic conditions in the region. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system. Businesses in this category will generally have between 10 and 50 employees or have the potential to grow to this size within five years.

Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. The SBA portion of the Idaho SBDC's budget increased about 8% in 2008 after remaining flat since 1998. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. Currently, the annual budget for the Idaho SBDC is distributed as follows:

- ♦ Personnel = 71% of total budget, 90% excluding indirect costs
- ♦ Operating (travel, consultants, supplies, etc.) = 8% of total budget and 10% excluding indirect costs
- ♦ Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the Operations Manual sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

Needs:

In the statewide survey – two areas were identified as client needs that have not been a focus for the Idaho SBDC:

- Networking
- Health care insurance
- Web 2.0

In addition to these two focus areas, regional needs identified were:

- Access to capital
- Motivating employees/Customer service
- Pricing
- Websites/E-commerce
- Marketing strategies

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These topics will be the incorporated into training courses and professional development for consultants.

SWOT

INTERNAL	EXTERNAL
Strengths	Opportunities
<ul style="list-style-type: none"> No-cost People – expertise, passion, and professional development system Public and private partnerships and networks Systems for high performance Leadership at all levels 	<ul style="list-style-type: none"> Changes in the economy Strategic partners – leveraging resources Entrepreneurial culture Increase in angel investors New business trends – green, etc. Baby boomers
Weaknesses	Threats
<ul style="list-style-type: none"> Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies) Sharing tools and resources at state and national levels Geographical area Implementation – lack of focused planning and disciplined follow-up 	<ul style="list-style-type: none"> Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding Reduced funding at state and federal level Competitors

Goals and Objectives:

Maximum Client Impact

Goal 1: Grow client impact (capital, sales and jobs) 25% from 2008 goals to 2015.

Objective 1.1: Proactively manage high impact potential (HIP) clients (startup and established businesses) by identifying them in the MIS system, following up within 120 days, and capturing impact.

Performance Measure: # of high impact clients

Benchmark: Minimum of 15% of clients identified each year by 2015

Performance Measure: Follow-up with high impact clients within 120 days.

Benchmark: 100% contacted within 120 days

Performance Measure: Impact measures

Benchmark: 25% increase in capital, sales, and jobs by the end of 2015

Objective 1.2: Create a portfolio of services, tools and resources tied to the areas covered in the assessment tool.

Performance Measure: portfolio of tools

Benchmark: Tools for every area of the assessment tool by 2012

Objective 1.3: Create consistency in how impact measures are collected and recorded.

Performance Measure: create process and definitions on capturing impact by Dec. 2010

Benchmark: process integrated into the operations manual and consistently applied

Objective 1.4: Evaluate and create new initiatives to serve the changing needs of clients. Develop and implement an energy efficiency internship program and a sustainable business initiative in 2010.

Performance Measure: energy reduction over 1 year

Benchmark: average of 15% reduction in energy use per business served

Performance Measure: # of businesses engaged in sustainable business services

Benchmark: 100 businesses taking advantage of sustainable business services

Strong Brand Recognition

Goal 2: By 2015, stakeholders and the target market will recognize the Idaho SBDC brand and associate it with high performance small businesses.

Objective 2.1: Create and implement a marketing calendar for the state office and each regional office each calendar year.

Performance Measure: Marketing Calendars developed

Benchmark: 20% increase in awareness by 2015

Objective 2.2: Review the Marketing Plan each year to determine a few areas to focus on. Schedule review of marketing plan progress during the monthly management meetings.

Performance Measure: Yearly update and prioritization.

Benchmark: 20% increase in awareness by 2015

Objective 2.3: Establish a baseline brand awareness metric by Jan. 2011

Performance Measure: process established

Benchmark: baseline metric established

Objective 2.4: Create a new tag line, policy for using logo/tag line and collateral materials by July 2010

Performance Measure: policy developed

Benchmark: 20% increase in awareness by 2013

Objective 2.5: Develop referral system for partners referring clients to the SBDC and for SBDC to refer clients to other resources by January 2010.

Performance Measure: system established

Benchmark: capture referrals in MIS system

Objective 2.6: Update the Idaho SBDC website and make it more interactive by January 2011.

Performance Measure: website visitors

Benchmark: 20% increase in visitors

Increase Resources

Goal 3: By 2015, cash funding will increase by \$200,000/year above the 2007 level and in-kind resources will be valued at \$500,000.

Objective 3.1: Develop a funding strategy that identifies regional and statewide funding needs, the associated additional activities or gaps that the funding will address, potential sources for each need, who will be responsible for approaching the sources, and a timeframe for completion.

Performance Measure: funding strategy developed by March 2010

Benchmark: \$200,000 in additional funding

Objective 3.2: Promote and deliver NxLevelL online.

Performance Measure: # of online classes/year

Benchmark: \$20,000 generated from online classes by 2012

Objective 3.3: Create system to share Idaho SBDC success with key funding organizations.

Performance Measure: # of letters and recommendations

Benchmark: 10 letters/year to each JFAC member by 2010 and ongoing

Objective 3.4: Create common branded trainings, including webinars and other online training, and seek sponsorship.

Performance Measure: # of trainings

Benchmark: 6 trainings/year

Performance Measure: revenue generated

Benchmark: net \$5,000 in revenue from common branded trainings

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Objective 3.5: Use students, faculty, volunteers and other experts to augment SBDC consulting. Set and attain yearly goals in the action plan.

Performance Measure: yearly goals set in regional action plans

Benchmark: 10 student projects or 500 volunteer hours per year per office

Objective 3.6: Increase the use of technology to serve clients more efficiently. Set and attain yearly goals.

Performance Measure: SBA technology assessment

Benchmark: highest score on SBA technology assessment

Organizational Excellence

Goal 4: The Idaho SBDC remains in the top 5 of all SBDCs each year as determined using SBA and Chrisman metrics adjusted for funding.

Objective 4.1: Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews.

Performance Measure: reviews (SBA exam, office reviews, Accreditation, etc.)

Benchmark: highest rating

Objective 4.2: Evaluate, modify and meet critical measures yearly.

Performance Measure: critical measures

Benchmark: 100%

Objective 4.3: Strengthen the needs assessment process and incorporate into marketing calendar. Conduct statewide survey biennially and regional needs annually.

Performance Measure: systematic process

Benchmark: process implemented

Objective 4.4: Develop and implement a yearly calendar of topics for monthly management meetings to include strategic plan, accreditation standards, marketing, success stories, action plans and needs.

Performance Measure: plan implemented

Benchmark: top 5 ranking

Objective 4.5: Conduct a lean office exercise to identify and eliminate waste in the organization by 2010.

Performance Measure: waste identified

Benchmark: 100% of waste is removed from organization

Objective 4.6: Achieve greater engagement of the Advisory Board by including them on the newsletter distribution, monthly critical measures, and success stories.

Performance Measure: level of participation

Benchmark: 95% participation in each Advisory Council meeting

Objective 4.7: Increase efficiencies by upgrading Center IC by December 2010.

Performance Measure: upgraded system

Benchmark: new features being used

Objective 4.8: Collaborate with other states – the NW states for professional development and the top tier states for best practices benchmarking.

Performance Measure: # of collaborative meetings

Benchmark: 2/year with each segment

Objective 4.9: At least 4 Idaho SBDC employees are involved on an ASBDC committee or interest group by 2014.

Performance Measure: number of Idaho SBDC employees engaged in ASBDC

Benchmark: 4 employees/year

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Program Performance Measures/Benchmarks

Performance Measure	Description/Benchmark*	FY2009
Consulting Hours	The total number of hours of consulting and preparation time; Goal is 16,000	17,893
Average Hours Per Client	Goal is 8.5	9.46
Customer Satisfaction	Percentage of above average and excellent rating, Goal is 90%	98.2
Number of Client with 5 hours or more of contact and preparation time	Goal is 600	645
Business Starts	Goal is 72	68
Jobs Created	Goal is 251	135
Jobs Saved	N/A, The Center has not created a goal for this but in the current economic downturn this is a critical outcome	838
Sales Growth	Growth in sales year to year. Goal is \$27,000,000	\$79,554,312
Capital Raised	Capital raised in the current year. Goal is \$25,000,000	\$26,498,516
ROI (Return on Investment)	The cost of the Idaho SBDC versus the increase in taxes collected due to business growth by SBDC clients. Goal is 3.0	3.73

*The benchmarks (goals) are developed from with data from other SBDCs, the SBA, and from our accrediting organization.

External Factors

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

1. **Economy.** The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Center has observed that businesses that use our services do much better in poor economic times than does the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, and start a new business.
2. **Funding.** Funding from Federal and State sources directing impact the resources available the Center. Without the financial resources available to hire the right people and provide them with the resources (phone, computers, etc), it will be challenging to serve Idaho's entrepreneurs effectively.

TechHelp Strategic Plan 2011 – 2015

Vision:

Accessible Organization - TechHelp will be an accessible organization with effective communication flowing to and from its manufacturing customers, partners and employees. TechHelp will also be a learning organization that provides its stakeholders with value-added and mutually beneficial solutions that drive business and personal growth.

Customer Satisfaction - TechHelp will be in the vocabulary of all Idaho manufacturers because of its reputation for business relationships based on long-term commitment, trust, tangible results and putting company interests first. TechHelp will further enhance customer satisfaction by helping businesses transform their operations while helping them become self-sufficient in managing the change.

Statewide Impact - TechHelp will be seen as a public investment that pays for itself through significant returns to businesses, stakeholders and the state economy. Idaho's leaders will be aware of TechHelp's specific contribution to the state economy, including higher productivity and wages, an increased tax base, quality jobs for Idaho graduates, growth in rural areas and improvements to the environment.

Mission:

To provide professional and technical assistance, training and information to strengthen the competitiveness of Idaho manufacturers and targeted service firms through continuous product and process innovation.

Goal I: Impact on Manufacturing – Deliver a positive return on both private business investments and public investments in TechHelp by adding value to the customer and the community.

Objectives for Impact:

1. Offer products and workshops that meet Idaho manufacturers' product and process innovation needs.
 - a. *Performance Measure:*
 - i. Client economic impacts resulting from projects
 - b. *Benchmark:*
 - i. Reported impacts for sales, savings, investments and jobs each improve by five percent over the prior year
2. Exceed federal system goals for Manufacturing Extension Partnership.
 - a. *Performance Measure:*
 - i. Score on federal Minimum Acceptable Impact Measures

b. Benchmark:

- i. Greater than 85 out of 100 possible points

Goal II: Operational Efficiency – Make efficient and effective use of TechHelp staff, systems and Board members.

Objectives for Efficiency:

- 1. Improve efficiency of client projects.

a. Performance Measure:

- i. Federal dollars expended per surveyable project/event

b. Benchmark:

- i. Four-quarter moving average below the national median for all MEP centers

- 2. Improve effectiveness of client projects.

a. Performance Measure:

- i. Bottom-line client impact ratio (sum of client-reported savings plus 15 percent of client-reported sales divided by federal investment in center)

b. Benchmark:

- i. Four-quarter moving average above the national median for all MEP centers

Goal III: Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

- 1. Increase total client fees received for services.

a. Performance Measure:

- i. Net revenue from client projects

b. Benchmark:

- i. Annual net revenue exceeds the prior year by five percent

- 2. Increase external funding to support operations and client services.

a. Performance Measure:

- i. Total dollars of grants for operations and client services

b. Benchmark:

- i. Total dollars of grants for operations and client services exceed the prior year's total

Key External Factors

State Funding:

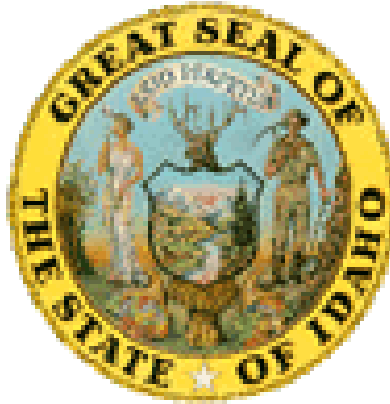
Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. A continued downturn in the economy could affect the ability of Idaho manufacturers to contract TechHelp's services.



University of Idaho

Idaho WOI (W-I) Veterinary
Medical Education Program/
Caine Veterinary Teaching Center

STRATEGIC PLAN

2011 - 2015

Idaho-WOI (W-I) Veterinary Medical Education Program/Caine Veterinary Teaching Center

STRATEGIC PLAN 2011-2015

VISION STATEMENT:

Improved health and productivity of Idaho's food-producing livestock

MISSION STATEMENT:

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

Authority and Scope:

The original Tri-State Veterinary Education Program (WOI Regional Program – Washington State University, Oregon State University, and University of Idaho) was authorized in 1973 by the Idaho Legislature. The Caine Veterinary Teaching Center (Caine Center) at Caldwell, an off-campus unit of the University of Idaho's Department of Veterinary Science, was opened in 1977 as a part of Idaho's contribution to the WOI Regional Program in Veterinary Medicine. Oregon dropped out of the cooperative program in 2005; thus, the Program now involves only the University of Idaho and Washington State University, and is known as the W-I Program.

The Caine Center serves primarily as a food animal referral hospital/teaching center where veterinary students from Washington State University/College of Veterinary Medicine (WSU/CVM) participate in one- to four-week elective food animal production medicine rotations during their senior year of veterinary school.

The W-I Program allows Idaho resident students access to a veterinary medical education through a cooperative agreement with WSU, whereby students are excused from paying out-of-state tuition, and has undergone change since its inception. Originally providing access for 15 new Idaho resident students per year in the 4-year program (funding for 60 students annually), the program now provides access for 11 Idaho resident students per year (funding for 44 students annually). The Caine Center program now resides in the Department of Animal and Veterinary Science (AVS), in UI's College of Agricultural and Life Sciences (CALS).

The present W-I Program is an American Veterinary Medical Association (AVMA)-accredited veterinary medical program. Faculty members are specialized in virology, bacteriology, epidemiology, medicine, and surgery and hold joint appointments between the UI College of Agricultural and Life Sciences in the AVS Department (research) and W-I Regional Veterinary Medicine Program (teaching/service/outreach). The Veterinary Pathology discipline was lost in 2005 when our second board-certified veterinary pathologist retired and was not replaced.

The Caine Center's service and diagnostic program is integral to the food animal production medicine teaching program, offering individual animal diagnosis and treatment plus disease outbreak investigation services to the veterinarians and livestock producers in Idaho. Live animals referred from practicing veterinarians are used as hospital teaching cases, and are examined and treated by the students who are on rotation at that time. Students have access to onsite, in-house laboratories to process the samples they collect and analyze the results. Practicing veterinarians throughout the state who need diagnostic help with disease problems also often send samples directly to the Caine Center's laboratories for analysis.

The establishment of the original WOI Program motivated the development of a cooperative graduate program with WSU, allowing cross-listing of the WSU Veterinary Science graduate courses. Thus, UI students are able to enroll for coursework leading to the UI Master's degree and to the WSU PhD degree programs through the University of Idaho. The cooperative graduate program has also enhanced research cooperation between WSU and UI faculty members.

Responsibility for the Caine Center programs, daily operations, supervision and leadership for the faculty and staff lies with a Teaching Program Coordinator who functions as a Unit Administrator under the administrative supervision of the Head of the AVS Department.

Teaching:

A teaching-oriented faculty with a practical approach to clinical problem-solving provides 1- to 4-week block(s) of time devoted to general food animal medicine, dairy production medicine, reproduction/biotechnology, cow/calf management, feedlot medicine, sheep/lambing management, small ruminant clinical medicine and special topics blocks designed for individual student needs.

Disease agents, fluid therapy, appropriate drug use, nutrition, diagnostic sampling, and necropsy are emphasized in clinical skills and individual animal medicine instruction. Production animal medicine stresses recordkeeping and interpretation, investigational skills, animal well-being, and stress reduction for beef cattle, dairy cattle, and small ruminants (primarily sheep and goats).

Caine Center faculty members provide summer internship opportunities for the AVS Department undergraduate program, especially designed for the pre-veterinary students. A 6-week summer dairy/beef veterinary experiential learning program – Idaho Bovine Veterinary Experience Program (IBVEP) – was started two years ago for a limited number of first- and second-year WSU/CVM veterinary students. One W-I Program faculty member stationed at Moscow serves as an advisor for pre-veterinary students, teaches an undergraduate veterinary science course, and teaches in the second- and third-year instructional programs at the WSU College of Veterinary Medicine.

The Caine Center and AVS faculty also make use of the Caine Center facilities to offer continuing education programs for veterinarians and livestock producers, and the faculty themselves are involved in statewide producer educational programs.

Research:

Nationally- and internationally- acclaimed research conducted at the Caine Center includes that done on cryptosporidiosis, anaplasmosis, neonatal calf diseases, fluid therapy, reproductive diseases of cattle and sheep, genetic control of ovine foot rot, EID (electronic identification) of beef cattle, Johne's disease in cattle, sheep and goats, and scrapie in sheep. A long-standing collaboration with the Idaho Department of Fish & Game on wildlife/domestic disease interaction has resulted in elucidation of the Pasteurellaceae group of organisms causing death in bighorn sheep. The faculty has secured significant outside funding to conduct their research, and they have published numerous scientific papers. The research is dedicated primarily to that relevant to regional disease problems.

Service/Outreach/Extension:

Caine Center faculty members also have responsibility for outreach activities, although none of them have official Extension appointments. Their regular activities of daily/regular interaction and consultation with livestock producers, commodity groups, veterinarians, UI Extension specialists, and others on a variety of topics including production medicine, disease control or prevention, and reproductive problems are all service-oriented. Several faculty members contribute material on a regular basis to lay publications and industry newsletters, and many have been active in their state and national professional associations.

Comprehensive diagnostic services, disease investigations, and clinical studies – provided on a fee-for-service basis, and in conjunction with the veterinary teaching program – have significantly benefited many producers through the control of a number of economically devastating diseases.

Teaching and Learning

Goal 1. Quality.

Objective: Continue to provide and improve a quality, highly-rated and effective teaching program with an innovative and practical approach to clinical problem-solving.

Strategies:

- Seek out new teaching opportunities utilizing large food- animal production facilities that allow students actual hands-on experience not available in a formal educational facility, i.e. calving, lambing, kidding, milk sampling, surgery, etc.
- Utilize expertise of specialists in AVS and other departments to further expose students to basic specialized learning experiences.
- Incorporate local veterinary practitioners and agency specialists as part of the interdisciplinary instructional team.
- Expand partnerships with industry, state and local government agencies, and private foundations to encourage the funding of unique learning opportunities such as internships, preceptorships and residencies.

Performance Measures:

- Number of students in senior blocks
- Student evaluations
- Number of hours spent by students on producers' properties gaining hands-on experience
- Number of guest lecturers per block
- Contact hours with outside veterinarians

Benchmark:

- Having students for at least 80% of the scheduled blocks
- Having at least 35% of the WSU/CVM Senior Class rotate through the Caine Center

- Each student averaging at least 12 hours of direct hands-on experience on clients farms per 2-week block
- At least one guest lecturer per 2-week block
- An average of 4 hours of contact time per student with practicing veterinarians per 2-week block

Scholarly and Creative Activity

Goal 1. Quality.

Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.

Strategies:

- Ensure that each faculty member has adequate time to pursue their research interests.
- Mentor new faculty and make sure they progress in an organized fashion towards reaching tenure and maximize their contribution to the Caine Program and the University of Idaho.
- Continue to nurture interaction between the AVS Dept/Moscow faculty, the Caine Center, and the WSU Veterinary School to promote collaboration on research projects, particularly for the newer faculty.
- Encourage faculty to seek out and apply for grants and contracts from all sources including federal and state government agencies, industry, private organizations and foundations.

Performance Measures:

- Time faculty members have to do research
- Amount of external funding
- Published papers in peer-reviewed journals and abstracts that meet CALS performance goals for each faculty member

Benchmark:

- Each faculty should dedicate at least 40 hours per month to research.

- Each faculty member should submit the required number of grants based on their research appointment and expectations.
- Each faculty member should meet expectations or better on their annual review (2 papers/year based on 100% research appointment).

Outreach and Service –

Goal 1. Quality

Objective: Endeavor to expand diagnostic laboratory and field services for the veterinarians and livestock producers in Idaho and the region.

Strategies for Objective:

- Encourage the participation of faculty and staff in Extension activities whenever possible, and as funding allows.
- Encourage the participation of all faculty members in field disease investigations.
- Continue to monitor quality control in all laboratories. Pursue any questions or complaints concerning results until the situation is resolved.
- Encourage continuing education of laboratory staff in their given specialty.
- Partner with other University departments or units and state agencies to enhance service, improve quality, and expand diagnostic testing for zoonotic and communicable diseases of importance to Idaho and the Northwest region. Specifically, advocate for the hiring of a Veterinary Pathologist to be shared with the Idaho Department of Agriculture Animal Health Laboratory.
- Continuously update clinical and laboratory instrumentation as budgets allow, thereby enhancing diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.
- Implement and keep updated a fee-for-service structure that provides adequate budgetary support for additional laboratory personnel – over and above those supported by the State – and is based on costs of diagnostics, other available funding, and industry needs.
- Maintain support personnel adequate to ensure that increased volume of activity can be efficiently serviced.

Performance Measures:

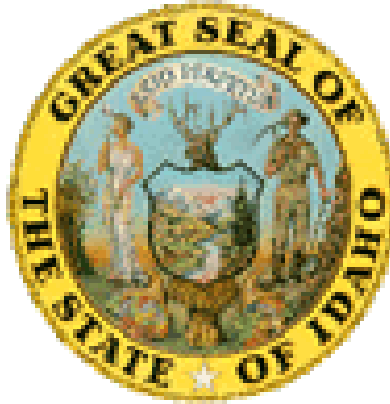
- Field investigations conducted; number of animals/herds served.
- Laboratory diagnostic and live animal case accessions.
- Number of laboratory personnel that participate in continuing education.
- Number of hours of continuing education accumulated by laboratory personnel.
- New techniques or equipment incorporated into laboratories protocols.

Benchmarks:

- Each faculty member to give at least one Extension producer presentation or demonstration (oral or written) per year.
- Each faculty member should conduct at least 6 field investigations per year.
- Laboratories diagnostic accessions should increase each year by at least 3%, in normal economic times.
- Live animal case accessions should remain steady, or increase in normal economic times.
- Adequate laboratory diagnostic caseload to support 3.0 FTE's, in normal economic times.

External Factors:

- 1) Caseload – live animal cases and diagnostic cases, sufficient for instructional goals and objectives and to support in-house laboratories are variable; subject to need and economic demand.
- 2) Loss of essential personnel. Due to budget reductions (hold-backs, rescissions, and furloughs); it is difficult to hire and retain sufficient, qualified individuals to keep up with demands of the program. Positions have been restructured and funding sources modified to the extent possible. There is also very limited means to recognize and reward outstanding performance.
- 3) Veterinary Pathology. This position has been vacant since the retirement of the second of our two veterinary pathologists in 2006. This specialty is in high demand in veterinary medicine. We are outsourcing for minimal diagnostic services, but are unable to incorporate this extremely important specialty in the veterinary teaching program at this time.



WWAMI

WWAMI is Idaho's regional medical education program, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine (UWSOM)**. Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho**, or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partner WWAMI Medical Program in Idaho are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed

to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions**:

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations**;
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine**.

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho**, who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region**.

Vision for Medical Student Education

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

UWSOM – Idaho WWAMI Medical Student Education Mission Statement

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

Goals for Medical Student Education

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;

2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
 - a. the highest standards of professionalism, honor, and integrity, treating others with empathy, compassion, and respect;
 - b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
 - c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

Alignment with the Idaho State Board of Education Strategic Plan
2011-2015

Goal I: Quality – Sustain and continuously improve the quality of medical education, training, research, and service.

Objective: Provide excellent first year medical education in biomedical and clinical sciences.

- *Performance measure:* pass rate on the U.S. Medical Licensing Examination, Step 1, taken during 2nd year of medical training.
- *Benchmark:* U.S. medical student pass rate.

Goal II: Access – Continuously improve access to medical education for individuals of diverse backgrounds, particularly the underrepresented in medicine.

Objective: Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- *Performance measure:* the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- *Benchmark:* National ratio of state applicants to medical school per state-support seat.

Goal III: Accountability – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective 1: Increase medical student interest in rural and primary care practice in Idaho.

- *Performance measure:* the number of WWAMI rural summer training placements in Idaho each year.
- *Benchmark:* 50% of class interested in rural training experiences following first year of medical education.

Objective 2: Maintain interest in primary care medicine for medical career choice.

- *Performance measure:* Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.
- *Benchmark:* 50% of Idaho WWAMI graduating class choosing primary care residency training, in keeping with WWAMI mission.

Objective 3: Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- *Performance measure:* Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- *Benchmark:* target rate – national average or better.

Objective 4: Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- *Performance measure:* Ratio of any WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student seats funded by the State.
- *Benchmark:* target ratio – 60%

Key External Factors (beyond the control of the Idaho WWAMI Medical Program):

Funding: the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

Medical Education Partnerships: as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

Population Changes in Idaho: with a growing population and an aging physician workforce, the needs for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

BOISE STATE UNIVERSITY

SUBJECT

Morrison Center Resolution

REFERENCE

August 1982	Board approved the initial resolution establishing the Morrison Center Board of Governors and relationship with the Harry W. Morrison Foundation and Boise State University
September 1985	Board amended the Morrison Center Resolution
April 1995	Board amended the Morrison Center Resolution

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections I.E and II.B.

BACKGROUND/DISCUSSION

Boise State University requests that the Board adopt a new resolution that governs the University relationship with the Morrison Center. The search for the new Executive Director has highlighted the ambiguity of the authority to hire the Executive Director. The Executive Director is an employee of the University that oversees a major University operation and is responsible for valuable University equipment and resources.

IMPACT

No changes to other provisions of the governing resolution are requested. The only item for clarification is that the Executive Director is a University Employee hired by the President.

ATTACHMENTS

Attachment 1 – Morris Center Resolution	Page 3
Attachment 2 - 1995 Morris Center Resolution	Page 5

BOARD ACTION

A motion to approve the new Morrison Center Resolution as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

RESOLUTION

WHEREAS, the Harry W. Morrison Foundation, Inc. and the public are major benefactors of the Morrison Center located on the campus of Boise State University; and

WHEREAS, in discussions between officials of the Harry W. Morrison Foundation, Inc. and Boise State University concerning the feasibility of developing the Morrison Center on the campus of the University, it was agreed that if the Foundation and the public made substantial contributions to pay the constructions costs of the Morrison Center, private individuals and organizations should have the right to use, and to participate with the University in making decisions governing the operation of the Morrison Center; and

WHEREAS, the community and its cultural and art-related organizations have cooperated with the University community in supporting and financing the Morrison Center and in promoting the arts and related activities; and

WHEREAS, by a Resolution dated August 17, 1982; the Idaho State Board of Education established the Morrison Center Board of Governors, which was superseded and amended by Resolutions dated September, 1985 and April, 1995; and

WHEREAS, the Idaho State Board of Education continues in it desire to recognize these contributions, and to facilitate participation by persons and organizations outside the public sector in the regulation and use of the Morrison Center.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the prior Resolution is hereby superseded and amended as follows:

1. In order to promote cultural and intellectual activities for the benefit and enjoyment of all Idaho citizens, the use of the main performing auditorium of the Morrison Center and all other rooms and facilities used in conjunction with productions performed therein will be made available to persons and organizations from the community, subject to the general provisions set forth below.

2. Boise State University is hereby directed to work closely with the Morrison Center Board of Governors, a Board composed of ten members, identified as follows: the President of Boise State University or designee, three at-large University members appointed by the President of the University and four at-large community members to be appointed by the Harry W. Morrison Family Foundation, all of whom would serve as voting members of the Morrison Center Board of Governors. The additional two members would consist of the Executive Director of the Morrison Center and the designated representative of the Morrison Center Advisory Committee (as chosen by the Advisory Committee), both of whom would serve as ex-officio, non-voting members of the Board.

3. The time allocated for the use by the public of that portion of the Morrison Center specified above, shall, as nearly as possible, be at least equal to the time allocated for use by Boise State University.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 22, 2010

4. Recognizing that the Morrison Center must be operated as a self-supporting entity, fees for its use will be no less than cost as determined through generally accepted accounting principles, and will reflect the use of personnel, equipment, or facilities supported exclusively by Boise State University.

5. The President of Boise State University shall delegate to the Board of Governors authority to recommend and to implement policies relating to the operation of the Morrison Center, subject to the approval of the President of Boise State University. The Executive Director of the Morrison Center shall be appointed by, and serve at the pleasure of, the President of Boise State University, with advice from the Morrison Center Board of Governors.

6. Every effort shall be made to allocate such time and space fairly to competing interests, recognizing that the overall objective and purpose of the Morrison Center is to serve as a cultural and intellectual center for all people in the state. Boise State University, Morrison Center Endowment Foundation, Inc., and the Harry W. Morrison Foundation, Inc., are hereby encouraged to cooperate in developing policies and events which will stimulate the use of the Morrison Center and brings its advantages to the maximum number of citizens of the State of Idaho.

Dated this ____ day of _____, 2010.

For IDAHO STATE BOARD OF EDUCATION

By _____

Amended 4/27/95
RESOLUTION

WHEREAS, the Harry W. Morrison Foundation, Inc. and the public were major benefactors of the Morrison Center located on the campus of Boise State University; and

WHEREAS, in discussions between officials of the Harry W. Morrison Foundation, Inc., and Boise State University concerning the feasibility of developing the Morrison Center on the campus of the University, it was agreed that if the Foundation and the public made substantial contributions to pay the construction costs of the Morrison Center, private individuals and organizations should have the right to use, and to participate with the University in making decisions governing the operation of the Morrison Center; and

WHEREAS, the community and its cultural and art-related organizations have cooperated with the University community in supporting and financing the Morrison Center and in promoting the arts and related activities; and

WHEREAS, by a Resolution dated August 17, 1982, the Idaho State Board of Education established the Morrison Center Board of Governors, which was superseded and amended by a Resolution dated September 19, 1985; and

WHEREAS, the Idaho State Board of Education continues in its desire to recognize these contributions, and to facilitate participation by persons and organizations outside the public sector in the regulation and use of the Morrison Center.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the prior Resolution is hereby superseded and amended as follows:

1. In order to promote cultural and intellectual activities for the benefit and enjoyment of all Idaho citizens, the use of the main performing auditorium of the Morrison Center and all other rooms and facilities used in conjunction with productions performed therein will be made available to persons and organizations from the community, subject to the general provisions set forth below.

2. Boise State University is hereby directed to work closely with the Morrison Center Board of Governors, a Board composed of ten members, identified as follows: the President of Boise State University or designee, three at-large University members appointed by the President of the University and four at-large community members to be appointed by the Harry W. Morrison Family Foundation, all of whom would serve as voting members of the Morrison Center Board of Governors. The additional two members would consist of the Executive Director of the Morrison Center

and the designated representative of the Morrison Center Advisory Committee (as chosen by the Advisory Committee), both of whom would serve as ex-officio, non-voting members of the Board. Any vacancy in the office of the Director of the Morrison Center shall be filled by a majority of the remaining members of the Board of Governors.

3. The time allocated for the use by the public of that portion of the Morrison Center specified above, shall, as nearly as possible, be at least equal to the time allocated for use by Boise State University.

4. Recognizing that the Morrison Center must be operated as a self-supporting entity, fees for its use will be no less than cost as determined through generally accepted accounting principles, and will reflect the use of personnel, equipment, or facilities supported exclusively by Boise State University.

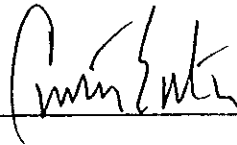
5. The President of Boise State University shall delegate to the Board of Governors authority to recommend and to implement policies relating to the operation of the Morrison Center, subject to the approval of the President of Boise State University.

6. Every effort shall be made to allocate such time and space fairly to competing interests, recognizing that the overall objective and purpose of the Morrison Center is to serve as a cultural and intellectual center for all people in the state. Boise State University, Morrison Center Endowment Foundation, Inc., and the Harry W. Morrison Foundation, Inc., are hereby encouraged to cooperate in developing policies and events which will stimulate the use of the Morrison Center and bring its advantages to the maximum number of citizens of the State of Idaho.

Dated this 23rd day of June, 1995.

For IDAHO STATE BOARD OF EDUCATION

By _____



**AUDIT COMMITTEE
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	IDAHO PUBLIC TELEVISION & FRIENDS OF IDAHO PUBLIC TELEVISION, INC. - OPERATING AGREEMENT	Motion to approve

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AUDIT
APRIL 22, 2010

IDAHO PUBLIC TELEVISION

SUBJECT

Idaho Public Television and Friends of Idaho Public Television, Inc. Operating Agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education, Policies and Procedures, Section V.E.

BACKGROUND/DISCUSSION

By action of the Board, Idaho Public Television (IPTV) had been designated to accept gifts made for the benefit of public television in the state of Idaho: KAID TV, Channel 4; KISU TV, Channel 10; and KUID TV, Channel 12. In 2007, these separate foundations and friends groups united under the banner of a single board. The configuration is comprised of board leadership from across IPTV's service area of Idaho and 6 surrounding states. The resulting organization is called the Friends of Idaho Public Television, Inc. It is the single organization that receives both annual and long term gifts (including Endowment) to IPTV.

According to Board Policy V.E.3, agencies under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' operating purposes. These agencies are subject to the same policies as the institutional foundations. According to Board Policy V.E.2.a.(2), institution foundations "shall be brought into substantial conformance with these policies, and, upon so doing; the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy."

Since the friends groups were consolidated into the new Friends of Idaho Public Television, Inc., the Audit Committee requested IPTV to bring its operating agreement into conformance with Board policy on gifts and affiliated foundations. At its March meeting, the Audit Committee approved the foundation operating agreement between Idaho Public Television and Friends of Idaho Public Television, Inc.

IMPACT

The operating agreement between The Friends of Idaho Public Television, Inc. and Idaho Public Television will facilitate the compliance with the Board policies regarding gifts and affiliated foundations and support groups in a manner consistent with State and Federal law and regulations, including applicable Federal Communications Commission ("FCC") regulations.

ATTACHMENTS

Attachment 1 – Friends of Idaho Public Television Operating Agreement Page 3

AUDIT
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

COMMITTEE ACTION

A motion to approve the Foundation Operating agreement between Idaho Public Television and Friends of Idaho Public Television, Inc. as submitted, and to direct the General Manager or Board President to execute the Agreement on behalf the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No

OPERATING AGREEMENT BETWEEN THE FRIENDS OF IDAHO PUBLIC
TELEVISION, INC.

AND

IDAHO PUBLIC TELEVISION, AN ENTITY OF THE STATE BOARD OF EDUCATION
OF THE STATE OF IDAHO

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OPERATING AGREEMENT

**ARTICLE I
PURPOSE**

The Idaho State Board of Education ("SBOE"), acting pursuant to its constitutional authority and authority otherwise delegated by the State of Idaho has adopted policies regarding gifts to public entities and affiliated foundations with the express objective of preserving and encouraging the operation of recognized foundations associated with the institutions, schools and entities under the Board's governance. Idaho Public Television ("IPTV") is one such entity under the SBOE's governance. The Friends of Idaho Public Television, Inc. ("Friends of IPTV") maintains an endowment and operating funds, hereby referred to as "Endowment" affiliated with IPTV, and otherwise enjoys an ongoing working relationship with IPTV intended to enhance and promote the mission of IPTV in the state of Idaho and throughout its service area. IPTV and the Friends of IPTV adopt this Operating Agreement (the "Agreement") with the intent of complying with the SBOE policies regarding gifts and affiliated foundations and support groups in a manner consistent with State and Federal law and regulations, including applicable Federal Communications Commission ("FCC") regulations.

**ARTICLE II
INSTITUTIONAL RESOURCES AND SERVICES**

A. Administrative and Staff Support.

IPTV shall provide to the Friends of IPTV support staff and administrative services for the general purpose of facilitating the organization and conduct of regular and special board and committee meetings, including administrative support for the preparation of agendas, gathering and distribution of materials in advance of such meetings, minute keeping and organization for such meetings and logistical support including the organization of travel arrangements and accommodations when required. All out of pocket costs for such administrative services shall be borne by the Friends of IPTV, which shall either pay these items directly or reimburse IPTV upon presentation of receipt therefor.

1. Specific Administrative Support Designations.

IPTV will provide the specific administrative and support staff services by the employees in the capacities detailed on Schedule II to this Agreement.

2. Restriction on IPTV Responsibility.

No employee of IPTV in a key administrative or policy making capacity (including, but not limited to the General Manager of IPTV) shall be permitted to have responsibility or authority for Friends of IPTV policy making, financial oversight, spending authority, or investment decisions unless specifically approved in writing by the Friends of IPTV and the Audit Committee of the State Board of Education. The Friends of IPTV maintains no employees.

3. Limitation on Functions of General Manager with respect to the Friends of IPTV.

Unless specifically agreed in writing by the Friends of IPTV and the Audit Committee of the State Board of Education, the responsibilities of any function performed by the General Manager of IPTV with respect to the Friends of IPTV or by any IPTV employee relating to a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated endowment fundraising efforts, and the provision of administrative support to endowment fundraising activities.

B. Other Institution Resources and Services.

IPTV will provide to the Friends of IPTV the following resources and services through the employees in the capacities identified in Article II.A.1 including the following: i. Access via reporting functions to IPTV's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through IPTV's financial system, the Friends of IPTV shall comply with the institution's financial and administrative policies and procedures manuals); ii. Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting; iii. Investment, management, insurance, benefits administration, and similar services; iv. Development services, encompassing research, information systems, donor records, communications, and special events.

C. Use of Facilities and Equipment.

IPTV will provide to the Friends of IPTV meeting rooms and other logistical support for the conduct of regular and special meetings of the Friends of IPTV board and committees, including the use of telecommunications equipment such as video microwave interconnect and teleconferencing facilities.

D. Terms for Institution Cost Recovery.

Except as provided herein, IPTV does not intend to recover from the Friends of IPTV any costs associated with the provision of personnel, use of facilities or equipment. All personnel, facilities and equipment provided by third parties at an expense to IPTV will be billed to the Friends of IPTV for reimbursement. No payments shall be made directly from the Friends of IPTV directly to IPTV employees in connection with resources or services provided pursuant to this Agreement.

**ARTICLE III
OPERATION OF ENDOWMENT**

A. The Friends of IPTV Endowment.

The Friends of IPTV maintains an endowment fund (the "IPTV Endowment") recognized by the Internal Revenue Service as a tax exempt entity pursuant to section 501(c)(3) of the Internal Revenue Code. All operations of the Friends of IPTV regarding its IPTV Endowment

shall comply with the SBOE's general guidelines for foundations found at SBOE Policies and Procedures Section V.E.2.b. as adopted effective July 1, 2008.

B. Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of the Endowment.

The Friends of IPTV maintains guidelines for the IPTV Endowment regarding the receipt, deposit, disbursement and accounting for all fund assets and liabilities consistent with generally accepted accounting principles (GAAP) and the Governmental Accounting Standards Board (GASB). These policies provide that when endowment funds are transferred to IPTV, institution officials into whose department or program endowment funds are transferred shall be informed by the Friends of IPTV of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, Federal Communications Commission regulations and requirements, and to notify the Friends of IPTV on a timely basis regarding the use of such funds.

C. Procedures for IPTV Endowment expenditures and financial transactions.

The Friends of IPTV will comply with its written procedures described in Schedule III.C hereto for all expenditures and financial transactions with IPTV, including the disbursement or disposition of any endowment funds. Except as specifically agreed in writing by the Friends of IPTV, no person with signature authority shall be an IPTV employee in a key administrative or policy making capacity (including, but not limited to, the General Manager or an institution vice president or equivalent position).

D. Liability Insurance Coverage.

The Friends of IPTV maintains comprehensive general liability insurance including D&O coverage for the acts and omissions of its board members, officers and employees as described in the policy attached as Schedule III.D.

E. Endowment Investment Policies.

The Friends of IPTV maintains a written Endowment Fund Statement of Investment Policy and Fiduciary Management, which is revised from time to time at the direction of the Friends of IPTV board and its standing endowment committee. The current investment policy is attached as Schedule III.E. All investment policies adopted by the Friends of IPTV board and endowment committee are designed to and shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the Friends of IPTV board. Moreover, all such investments are and must be consistent with the terms of the gift instrument.

F. Separation of Funds.

At no time shall the funds of the IPTV Endowment and IPTV be commingled but to the contrary shall at all times be kept separate in accounts reflecting the ownership of the respective entities.

G. Organizational Structure of the Friends of IPTV.

The Friends of IPTV, Inc. is a corporation duly organized and validly existing under the nonprofit corporation act of the State of Idaho. Copies of the Articles of Incorporation and Bylaws of the Friends of IPTV, Inc., are attached hereto as Schedule III.G.

**ARTICLE IV
IPTV ENDOWMENT RELATIONSHIPS WITH IPTV**

At all times the relationship between the Friends of IPTV and IPTV shall be arms-length and conducted with recognition of the fiduciary duties of the Friends of IPTV to its constituents, and of the IPTV Endowment with regard to State, Federal and FCC laws and regulations.

A. Access to Friends of IPTV Endowment Books and Records.

IPTV may access the endowment books and records of the Friends of IPTV solely for the purpose of carrying out the administrative assistance described in Article II.A.1 of this Agreement.

B. IPTV Input to Friends of IPTV Endowment payout Operating Budget and Capital Expenditures.

The General Manager of IPTV, or other institution chief executive officer or designee, shall provide recommendations to the Friends of IPTV board for the proposed expenditures from the endowment payout prior to their approval by the Friends of IPTV board. In no event shall these recommendations be deemed binding or controlling on the actions of the Friends of IPTV board.

C. Supplemental Compensation to Employees of IPTV.

The Friends of IPTV shall make no supplemental compensation to any employee of IPTV.

**ARTICLE V
AUDITS AND REPORTING**

A. Procedure for Conducting Audits.

The Friends of IPTV shall annually conduct an audit consistent with GAAP and GASB requirements through the services of the State Legislative Auditor. No individual designated by the State Legislative Auditor shall be a member of the board of the Friends of IPTV. The annual audit shall be a full scope audit, performed in accordance with GAAP.

B. Reporting to IPTV General Manager.

The Friends of IPTV shall no less frequently than annually report directly in writing to the IPTV General Manager or his designee the following items: Regular financial audit report; Annual report of transfers made to the institution, summarized by department; Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year; A list

of Friends of IPTV officers, directors, and employees; Confirmation that no payments were made to any IPTV employee for supplemental compensation or otherwise; A list of all State and Federal contracts and grants managed by the Friends of IPTV; a report of the Friends of IPTV's major activities; a report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding fiscal year of the Friends of IPTV for the benefit of the institution; a report of any actual litigation involving the Friends of IPTV during its fiscal year, as well as legal counsel used by the Friends of IPTV for any purpose during such year, including a discussion of any potential or threatened litigation involving the Friends of IPTV or the IPTV Endowment.

**ARTICLE VI
CONFLICTS OF INTEREST AND CODE OF ETHICS AND CONDUCT**

A copy of the Friends of IPTV Conflicts of Interest policy is found in the Articles and Bylaws attached under Schedule III.G.

**ARTICLE VII
GENERAL PROVISIONS**

A. Notices.

All notices and other communications ("Notices") shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with confirmation of the transmittal of the fax and a copy of the fax deposited on the same day in the United States Mail, with the date of notice being the date of the fax, (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail deposited on the same day in the United States Mail, with the date of notice being the date of the e-mail, (v) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service.

B. Severability.

The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement.

C. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. Governing Law.

This Agreement shall be governed by the substantive laws of the State of Idaho and Federal law and regulations consistent with Federal Communication Commission guidelines applicable to licensees of public television broadcast services.

IDAHO STATE BOARD OF EDUCATION

Dated: _____, 20__

By: _____

FRIENDS OF IDAHO PUBLIC TELEVISION, INC.

Dated: _____, 20__

By: _____
Eve Chandler
President

SCHEDULE II

Services Provided by Idaho Public Television to the Friends of Idaho Public Television, Inc.:

Advisory:

Monitor and advise Friends Board of Directors relating to their activities for compliance with state, federal and private guidelines and regulations.

Administrative Support:

Provide general clerical support for board and committee meetings.

Technical:

Provide meeting space and technical support for board and committee meetings.

Financial:

Provide support for fund raising, deposits and payment of related expenses including board member travel and meeting expenses.

Coordinate and provide administrative support for the annual audit as conducted by the Legislative Auditor.

Maintain financial records as required by state, federal and private entities.

Other:

Provide additional support services as mutually agreed upon outside these parameters.

SCHEDULE III.C

1. The Friends of IPTV will establish a budget plan on an annual basis for the unrestricted Operating funds. The budget will include any distributions authorized to be made from the Endowment for the fiscal year.
2. Once a budget has been established and authorized by the Friends of IPTV, the Fiscal Affairs manager of IPTV, or designee providing administrative assistance as provided in Article II.A.1, shall have authority to authorize and make expenditures to the extent they fall within the budget and are not unusual in nature. Items that arise during the year under \$10,000 that are not budgeted or that vary significantly from the budget will require approval of the President of the Friends of IPTV. Unexpected costs above \$10,000 will require approval from the Executive Committee of the Friends of IPTV
3. Quarterly financial reports will be provided to the Treasurer and Executive Committee within 30 days of the close of the period. Detailed budget reports will be provided to the Board of Directors at each board meeting. Budget variances of 10% or more will be referenced on budget reports.
4. All checks will require two signatures.

SCHEDULE III.D

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Declarations Page

Nonprofit Management Liability Insurance

CLAIMS MADE WARNING FOR DECLARATIONS

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

Item 1. Name and Address of **Named Insured**: Policy Number: 3898834

Friends of Idaho Public Television, Inc.
1455 North Orchard Street
Boise, ID 83706

Person designated to receive all correspondence from the **Insurer**:
Peter Merrill
General Manager

Item 2. **Policy Period**: From April 29, 2009 (inception date) to April 29, 2010 (expiration date)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)

Item 3. Purchased **Coverage Sections**:

Directors, Officers and Organization Liability Insurance Coverage Section:

☒ Yes ☐ No

Employment Practices Liability Insurance Coverage Section:

☒ Yes ☐ No

Fiduciary Liability Insurance Coverage Section:

☐ Yes ☒ No

Item 4. Limits of Liability for the **Policy Period**:

A. Combined Aggregate Limit of Liability for all **Coverage Sections** purchased as indicated above.
OR

Not Applicable

B. Separate Aggregate Limit of Liability for each **Coverage Section**:

1. Directors, Officers and Organization Liability Insurance Coverage Section:

\$1,000,000

2. Employment Practices Liability Insurance Coverage Section:

\$1,000,000

3. Fiduciary Liability Insurance Coverage Section:

Not Applicable

Item 5. Applicable Deductibles:

1. Directors, Officers and Corporate Liability Insurance Coverage Section:

A. **Insured Person** Non-Indemnifiable:

\$0.

B. **Insured Person** Indemnifiable:

\$0

C. **Insured Entity** Liability:

\$500

2. Employment Practices Liability Insurance Coverage Section:

\$1,000

3. Fiduciary Liability Insurance Coverage Section:

Not Applicable

Item 6. Premium:

\$1,044

Item 7. Extended Reporting Period:

Option 1: 12 months for 40.00 percent of the "full annual premium"

Item 8. Forms and Endorsements attached:

Policy Form: CT 22335 (09-06); NP 23300 (09-06); EPL 23300 (09-06)

265 (01-08)

POLICYHOLDER DISCLOSURE

CT 23110 (03-08)

Nonprofit Management Liability for Foundations

CT 233032 (09-06)

Addition to Section III. B. Deletion of Insured Entity

NP 234010 (09-06)

Addition to Section IV. Additional Exclusions

NP 234400 (09-06)

Addition to Section IV. Broad Intellectual Property Exclusion

Inspection Fee \$

Policy Fee \$

Broker Fee \$ 150.00

Carolina Casualty Insurance Company

Item 9. Notice to the Insurer as provided in sections VII. A. and VII. B. of the Common Policy Terms and Conditions Section of this Policy shall be sent to: Monitor Liability Managers, LLC, Claims Department,
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: (847) 806-4017
Email: newclaim@monitorliability.com
All other notices required to be given to the Insurer under this Policy shall be sent to: Monitor Liability Managers, LLC
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: (847) 806-6282

The Nonprofit Management Liability Insurance Policy shall constitute the contract between the Insureds and the Insurer.

Authorized Representative: _____



Date Issued: May 27, 2009

Carolina Casualty Insurance Company
4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Page 1 of 1

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States; or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is \$0.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	20188-898834-553320 265 (01-09)

Carolina Casualty Insurance Company
4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

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Nonprofit Management Liability for Foundations

Common Policy Terms and Conditions Section

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section II. Extended Reporting Period C. of the Common Policy Terms and Conditions Section this **Policy** is deleted in its entirety and replaced with the following:
 - II. C. Without any additional premium being required, there shall be an automatic extension of the coverage granted by this **Policy** with respect to any **Claim** first made and reported during a period of 90 days after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy** and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This 90 day period shall be referred to as the Automatic Extended Reporting Period.
2. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III. **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.
3. Section IV. Exclusions A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. A.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged nuclear reaction, radiation or contamination, regardless of cause, provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured**.

Directors, Officers and Organization Liability Insurance Coverage Section

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions C. **"Damages"** 1. of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - III. C. 1. taxes, civil or criminal fines, or penalties imposed by law; provided, however, that the **Insurer** will reimburse an **Insured Entity**
 - a. for any employer share of payroll taxes on any portion of damages or settlements which constitute backpay otherwise considered **Damages**, or
 - b. for any 10 percent excess benefit tax penalty assessed by the Internal Revenue Service on any organization manager who participates in an excess benefit transaction, as defined by the Taxpayer Bill of Rights 2 [H.R. 2337], up to a maximum aggregate limit of \$25,000 per **Policy Period** for all **Insureds**, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 4. of the Declarations.

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** attributable to, or a part of, the 200 percent tax penalty assessed by the Internal Revenue Service for failure to correct the award of an excess benefit tax penalty, and the assessment of a 200 percent tax penalty shall void any coverage extended by this endorsement.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	20230-898834- 553320
	CT 231110 (03-08)

Carolina Casualty Insurance Company
4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

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Employment Practices Liability Insurance Coverage Section

In consideration of the premium paid for this **Policy**, it is understood and agreed that

1. Section IV, Additional Exclusions B, of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. B.: for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
2. Section V, Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.
3. Section VI, Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: In the event of **Loss** arising from any **Claim** for which payment is due under the provisions of this **Policy**, then the **Insurer** shall:

 1. first, pay such non-Indemnifiable **Loss** for which coverage is provided under section I, Insuring Agreement of Directors, Officers and Organization Liability Insurance **Coverage Section**; and
 2. then, with respect to whatever remaining amount of the applicable Limit of Liability is available after payment of such non-Indemnifiable **Loss**, at the written request of the chief executive officer of the **Named Insured**, either pay or withhold payment of such other **Loss** for which coverage is provided under this **Policy**.

In the event the **Insurer** withholds payment pursuant to subparagraph 2, above, then the **Insurer** shall at such time and in such manner as shall be set forth in written instructions of the chief executive officer of the **Named Insured**, remit such payment to the **Insured Entity** or directly to an individual **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
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4. Section IV, Additional Exclusions H, of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4, of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

5. Section V, Changes in Exposure A, of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

V. A. Acquisition or Creation of a Subsidiary

If during this **Policy Period** the **Insured Entity** forms or acquires a **Subsidiary**, then this **Policy** shall provide coverage pursuant to this **Coverage Section**:

1. automatically for an entity whose assets total less than 50 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date; or
2. for an entity whose total assets are equal to or greater than 50 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, but only upon the condition that within 90 days of it becoming a **Subsidiary**, the **Named Insured** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium and/or amendment of the provisions of this **Policy** required by the **Insurer** relating to such new **Subsidiary**. Further coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named Insured** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An entity becomes a **Subsidiary** when the **Insured Entity** owns more than 50 percent of the issued and outstanding voting stock either directly or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Insured Entity** ceases to own more than 50 percent of the issued and outstanding voting stock either directly or indirectly through one or more of its **Subsidiaries**.

In all events, coverage afforded pursuant to this **Coverage Section** with respect to a **Claim** made against a **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

Identity Theft Expense Supplemental Coverage

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I, Insuring Agreement of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended as follows:

I. **Identity Theft Expense Coverage**

The **Insurer** shall pay up to a maximum aggregate limit of \$10,000 per **Policy Period** for **Identity Theft Expenses** incurred by any present director, trustee or officer of the **Named Insured** as a direct result of an **Identity Theft** first discovered and reported to the **Insurer** during the **Policy Period**; provided, however, that the **Identity Theft** began to occur subsequent to the inception date of the first Nonprofit Directors, Officers and Organization Liability Insurance Policy issued by the **Insurer** to the **Named Insured**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4, of the Declarations.

2. Solely for purposes of the coverage provided by this endorsement, section III, Additional Definitions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	20230-898834-553320
	CT 231110 (03-08)

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III.: "Identity Theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of a present director, trustee or officer (or spouse thereof) of the **Named Insured** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

III.: "Identity Theft Expenses" means:

1. the expenses incurred to notarize affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies, or
2. the expenses incurred for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors, or
3. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information

Donation Assurance Supplemental Coverage

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I, Insuring Agreement of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended as follows:

- I. **Donation Assurance Coverage**

The **Insurer** shall pay up to a maximum aggregate limit of \$10,000 per **Policy Period** for any **Failed Donation Claim** first made to the **Insured Entity** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this item, Section III, Additional Definitions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Failed Donation Claim**" means a written notice to the **Insured Entity** of:

1. the bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to the **Insured Entity**; provided, however, the donor must never have been in bankruptcy, or have filed for bankruptcy or reorganization prior to the time the applicable pledge was made to the **Insured Entity**; or
2. the unemployment or incapacitation of a natural person donor lasting at least 60 days and preventing the donor from honoring a pledge made prior to said unemployment or incapacitation of funds or other measurable tangible property to the **Insured Entity**; provided, however, Donation Assurance Coverage shall not apply if either the natural person donor or any **Insureds** had or should have had any reason to believe the natural donor person would become unemployed or incapacitated subsequent to the donation date.

Such coverage for **Failed Donation Claims** for non-cash donations shall be based on the fair market value of the non-cash donation on the date the **Failed Donation Claim** is first made to the **Insured Entity**, and a donation amount which is to be collected by the **Insured Entity** over more than a 12 month period shall be deemed to be a single donation.

It is further understood and agreed such coverage for **Failed Donation Claims** shall not apply to any pledge for funds or other measurable tangible property made to the **Insured Entity** dated prior to April 29, 2009.

Kidnap Expense Supplemental Coverage

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section I, Insuring Agreement of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended as follows:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	20230-898834-553320
	CT 231110 (03-08)

Carolina Casualty Insurance Company

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I. Kidnap Expense Coverage

The **Insurer** shall pay up to a maximum aggregate limit of \$50,000 per **Policy Period** for **Kidnap Expenses** incurred by the **Insured Entity** or any **Insured Person** resulting from **Kidnapping** during the **Policy Period**. No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purposes of the coverage provided by this item, section III, Additional Definitions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Kidnapping**" or "**Kidnapped**" means the wrongful abduction and holding, under duress or by fraudulent means, of an **Insured Person** by a person or group, whether acting alone or in collusion with others, that includes a demand for payment by an **Insured** in exchange for the release of the **Insured Person**. **Kidnapping** shall not include the wrongful abduction of any **Insured Person** by or at the direction of any present or former family member of any **Insured Person**.

III.: "**Kidnap Expenses**" means the reasonable fees and expenses for, or the cost of:

1. an independent negotiator or security consultant retained with prior written approval of the **Insurer**, or
2. interest on any loan taken by the **Named Insured** for property or other consideration surrendered as payment of a **Kidnapping** demand, or
3. travel and accommodations incurred by the **Insured Entity** which become necessary due to the applicable **Kidnapping**, or
4. a reward paid by the **Insured Entity** which is pre-approved by the **Insurer**, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for the applicable **Kidnapping** or
5. the current salary to a director, trustee or officer of the **Insured** who is **Kidnapped**, provided, however, that they are held for more than 30 days; Salary shall be paid for a period commencing upon the abduction and ceasing upon the earliest of either the release of the employee or discovery of death of the employee, or 120 days after the **Insurer** receives the last credible evidence that the employee is still alive, or 12 months after the date of **Kidnapping** or the exhaustion of the Kidnap Expense Coverage limit, whichever comes first.

3. Solely for purposes of the coverage provided by this item, section III, Additional Definitions D. "**Insured Person(s)**" of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

III. D. "**Insured Person(s)**" means any past, present or future duly elected or appointed directors, trustees, and officers of the **Insured Entity**. In the event that the **Insured Entity** operates outside the United States, then the term **Insured Persons** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the position of a director, trustee or officer in an entity incorporated within the United States. Coverage will automatically apply to all new **Insured Persons** after the **Policy** inception date. **Insured Person(s)** also means the lawful spouse, parent, child, or domestic partner of an **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	20230-898834-553320
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Carolina Casualty Insurance Company
 4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

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Addition to Section III. B. Deletion of Insured Entity

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Definitions B. **Insured Entity** of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall not include:

Idaho Public Television

Idaho State Board of Education

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	18287-898834-553320 CT 233032 (09-06)

CAROLINA CASUALTY INSURANCE COMPANY

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**Addition to Section IV.
Additional Exclusions**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV, Additional Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended as follows:

1. Section IV, Additional Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV.1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
[NP 23300]	

NP 234010 (09-06)

Carolina Casualty Insurance Company
 4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

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Addition to Section IV. Broad Intellectual Property Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section IV. Additional Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged:
 1. plagiarism or piracy, or
 2. infringement of copyright, patent, title or slogan, or
 3. idea misappropriation, or
 4. intellectual property rights.
2. Section III. Additional Definitions H. "**Personal Injury**" of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - III. H. "**Personal Injury**" means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, or malicious prosecution.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Friends of Idaho Public Television, Inc.	Policy Number 3898834
Effective Date of This Endorsement 04/29/2009	Authorized Representative
NP 23300 (09-06)	18486-898834-553320 NP 234400 (09-06)

*Directors, Officers and Organization Liability
Insurance Coverage Section*

NP

**Carolina Casualty
Insurance Company**

**THIS IS A CLAIMS MADE POLICY.
PLEASE READ IT CAREFULLY.**

Carolina Casualty Insurance Company

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreement

Directors, Officers and Organization Liability Insurance

This **Policy** shall pay on behalf of the **Insureds** all **Loss** arising from any **Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 90 days thereafter, for any **Wrongful Act**.

II. Extended Reporting Period

Refer to Common Policy Terms and Conditions Section.

III. Additional Definitions

In addition to the Definitions listed in section III of the Common Policy Terms and Conditions Section, whenever printed in boldface type, and whether in the singular or plural form, in this **Coverage Section** the following terms shall have the meanings indicated below.

- A. "**Claim(s)**" means a written demand for monetary or non-monetary relief including, but not limited to, a civil, criminal, administrative, or arbitration proceeding, provided, however, the term **Claim** shall not include any grievance or arbitration subject to a collective bargaining agreement. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.
- B. "**Costs of Defense**" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered or potentially covered **Claim** against the **Insureds**, but excluding salaries, wages, overhead or benefit expenses associated with any **Insured**, or any amount covered by the duty to defend obligation of any other insurer.
- C. "**Damages**" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest, provided, however, **Damages** shall not include:
 - 1. taxes, civil or criminal fines, or penalties imposed by law, or
 - 2. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
 - 3. commissions, bonuses, profit sharing or severance payments, or
 - 4. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Damages also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- 1. those damages were awarded or imposed, or
 - 2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
 - 3. the **Insured** resides, is incorporated or has its principal place of business, or
 - 4. the **Insurer** is incorporated or has its principal place of business.
- D. "**Insured Person(s)**" means any past, present or future duly elected or appointed directors, trustees, officers, employees (including part time, seasonal and temporary individuals), volunteers, or committee or staff members of the **Insured Entity**. In the event that the **Insured Entity** operates outside the United States, then the term **Insured Persons** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the position of a director, trustee or officer in an entity incorporated within the United States. Coverage will automatically apply to all new **Insured Persons** after the **Policy** inception date.

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This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the estates, heirs, or legal representatives of deceased **Insured Persons**, and the legal representatives of **Insured Persons** in the event of incompetency, insolvency or bankruptcy, who were **Insured Persons** at the time the **Wrongful Act** upon which such **Claims** are based were committed.

This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the spouse of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the individual **Insured Person** and the spouse, or property transferred from the individual **Insured Person** to the spouse; provided, however, this extension shall not afford coverage for any **Claim** for any **Wrongful Act** of the spouse, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

- E. **"Insured(s)"** means any **Insured Person** or any **Insured Entity**.
- F. **"Loss"** means **Damages** and **Costs of Defense**.
- G. **"Outside Entity"** means:
 - 1. a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code of 1986, including amendments thereto, or
 - 2. any other entity organized for a religious or charitable purpose under any nonprofit organization act or statute, or
 - 3. any other entity, partnership, joint venture or other organization listed by endorsement to this **Policy**.
- H. **"Personal Injury"** means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, infringement of copyright or trademark, unauthorized use of title, plagiarism, or misappropriation of ideas.
- I. **"Related Wrongful Act(s)"** means **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- J. **"Wrongful Act(s)"** means:
 - 1. with respect to individual **Insured Persons**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by the **Insured Persons** of an **Insured Entity** in their respective capacities as such, or any matter claimed against them by reason of their status as **Insured Persons** of an **Insured Entity**, or any matter claimed against them arising out of their serving as a director, officer, trustee, or governor of an **Outside Entity** in such capacities, but only if such service is at the specific request or direction of the **Insured Entity**, or
 - 2. with respect to an **Insured Entity**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by the **Insured Entity**, or
 - 3. any **Personal Injury**.

IV. Additional Exclusions

In addition to the Exclusions listed in section IV. of the Common Policy Terms and Conditions Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the gaining of any profit or advantage to which an **Insured** was not legally entitled; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** gained such profit or advantage to which an **Insured** was not legally entitled;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any criminal or deliberate fraudulent act; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** committed such criminal or deliberate fraudulent act;
- C. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving payments to an **Insured** of any remuneration without the previous approval of the governing bodies of the **Insured Entity**, which payment without such previous approval shall be held to have been illegal; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** received such payments;

[Provided, however, that with respect to Additional Exclusions A., B. and C., the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**.]

- D. for
 - 1. physical injury to or destruction of any tangible property, including the loss of use thereof, or
 - 2. bodily injury, sickness, disease, death, assault or battery of any person;

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- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
 - F. by, on behalf of, or in the right of the **Insured Entity** in any capacity; provided, however, this exclusion does not apply to any **Claim** that is a derivative action brought or maintained on behalf of the **Insured Entity**, but only if such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of any **Insured**
 - G. which is insured in whole or in part by another valid policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
 - H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** of the **Insured Persons** serving in their capacities as directors, officers, trustees, employees, members or governors of any other entity other than an **Insured Entity** or an **Outside Entity**, or by reason of their status as directors, officers, trustees, employees, members or governors of such other entity;
 - I. for any **Wrongful Act** arising out of an **Insured** serving as a director, officer, trustee, employee, member or governor of an **Outside Entity**:
 - 1. if such **Claim** is brought by the **Outside Entity** or any of its directors or officers, or by any security holder of the **Outside Entity**, whether directly or derivatively, unless such security holders **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of the **Outside Entity**, any of its Directors or officers, or any **Insured**, or
 - 2. if such **Wrongful Act** occurred prior to the inception date of the first Nonprofit Directors, Officers and Organization Liability Insurance Policy issued by the **Insurer** to the **Named Insured**, which has been continuously renewed and maintained in effect to the inception of this **Policy Period**, or
 - 3. to the extent such **Insured** is indemnified for such **Loss** by such **Outside Entity**, and (if applicable) which is insured in whole or in part under any policy issued to or for the benefit of any **Outside Entity** or its directors or officers, then this **Policy** shall apply only to **Loss** excess over such indemnification and insurance (if applicable);
 - J. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any past, present or future actual or potential employment relationship;
 - K. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy, or
 - 2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;
 - L. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act;
 - M. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of any oral or written contract or agreement, provided, however, this exclusion shall not apply to any **Claim** made against any **Insured Person** or to the extent that an **Insured Entity** would have been liable in the absence of the contract or agreement.
- [The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the Exclusions.]

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V. Changes in Exposure

A. Acquisition or Creation of a Subsidiary

If during this **Policy Period** the **Insured Entity** forms or acquires a **Subsidiary**, then this **Policy** shall provide coverage pursuant to this **Coverage Section**:

- 1 automatically for an entity whose assets total less than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, or
- 2 for an entity whose total assets are equal to or greater than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, but only upon the condition that within 90 days of it becoming a **Subsidiary** the **Named Insured** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium and/or amendment of the provisions of this **Policy** required by the **Insurer** relating to such new **Subsidiary**. Further coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named Insured** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An entity becomes a **Subsidiary** when the **Insured Entity** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Insured Entity** ceases to control the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**.

In all events, coverage afforded pursuant to this **Coverage Section** with respect to a **Claim** made against a **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary, but this **Policy** shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.



President and Chief Executive Officer



Secretary

Common Policy Terms and Conditions Section

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Carolina Casualty
Insurance Company

THIS IS A CLAIMS MADE POLICY.
PLEASE READ IT CAREFULLY.

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CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Common Policy Terms and Conditions Section

The Common Policy Terms and Conditions Section of this **Policy** shall apply to all **Coverage Sections**. Unless stated to the contrary in any **Coverage Section**, the terms and conditions of each **Coverage Section** of this **Policy** shall apply only to that **Coverage Section** and shall not apply to any other **Coverage Section** of this **Policy**. If any provision in the Common Policy Terms and Conditions Section is inconsistent or in conflict with the terms and conditions of any **Coverage Section**, the terms and conditions of such **Coverage Section** shall control for the purposes of that **Coverage Section**. Any defined term referenced in this Common Policy Terms and Conditions Section and also defined in a **Coverage Section** shall, for the purposes of coverage under that **Coverage Section**, have the meaning set forth in that **Coverage Section**.

II. Extended Reporting Period

- A. If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this **Policy**, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 7, of the Declarations, to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 7, of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy**. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period** for all **Coverage Sections** purchased as part of this **Policy**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within 30 days of the effective date of cancellation or non-renewal.
- B. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- C. Without any additional premium being required, there shall be an automatic extension of the coverage granted by this **Policy** with respect to any **Claim** first made and reported during a period of 60 days after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy** and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This 60 day period shall be referred to as the Automatic Extended Reporting Period.

III. Definitions

Whenever printed in boldface type and whether in the singular or plural form in this **Policy**, the following terms shall have the meanings indicated below.

- A. "**Coverage Section(s)**" means, individually or collectively, the purchased **Coverage Sections** listed in Item 3, of the Declarations and attached hereto.
- B. "**Insured Entity**" means the **Named Insured** and any **Subsidiary**.
- C. "**Insurer**" means the entity issuing this **Policy** as listed on the Declarations Page.
- D. "**Named Insured**" means the entity designated in Item 1, of the Declarations.
- E. "**Policy**" means, collectively, the Declarations, the Common Policy Terms and Conditions Section, the **Coverage Sections**, and the **Proposal**.
- F. "**Policy Period**" means the period of time from the inception date shown in Item 2, of the Declarations to the earlier of the expiration date shown in Item 2, of the Declarations or the effective date of cancellation of this **Policy**.
- G. "**Proposal**" means the Proposal Form(s) and any material submitted therewith.

Carolina Casualty Insurance Company**H. "Subsidiary(ies)" means:**

1. an entity which qualifies as a nonprofit organization under Section 501(c)(3), (c)(4), (c)(6), (c)(7), (c)(8), (c)(10), or (c)(13) of the Internal Revenue Code of 1986, including amendments thereto and which the **Named Insured** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) on or before the inception of the **Policy Period**. The term **Subsidiary** shall not mean any political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971, including amendments thereto, or
2. an entity, subject to the terms of section V. A. of the **Coverage Section(s)**, that the **Insured Entity** forms or acquires during the **Policy Period**.

IV. Exclusions

The **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged nuclear reaction, radiation or contamination, regardless of cause;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution or contamination of any kind.

V. Limits of Liability and Deductibles

- A. The Limits of Liability stated in Item 4. of the Declarations are the limits of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period**, and any Extended Reporting Period(s) that may apply under the applicable **Coverage Sections**. The Limit of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the applicable Limits of Liability stated in Item 4. of the Declarations. In the event the applicable Limits of Liability stated in Item 4. of the Declarations are exhausted by payment of **Damages**, or have been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
- B. If the Combined Aggregate Limit of Liability for all **Coverage Sections** is purchased as stated in Item 4. A. of the Declarations, then the maximum limit of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period**, and any Extended Reporting Period(s) that may apply under all **Coverage Sections** shall not exceed the Combined Aggregate Limit of Liability stated in Item 4. A. of the Declarations.
- C. If the Separate Aggregate Limit of Liability for each **Coverage Section** is purchased as stated in Item 4. B. of the Declarations, then the maximum limit of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period**, and any Extended Reporting Period(s) that may apply shall not exceed the Separate Aggregate Limit of Liability for each applicable **Coverage Section** stated in Item 4. B. of the Declarations.
 In the event a **Claim** is covered under more than one **Coverage Section**, and such **Coverage Sections** include the Employment Practices Liability Insurance **Coverage Section**, then any **Damages** for such **Claim** shall be covered first as provided in, and shall be subject to the available Limit of Liability applicable to, the Employment Practices Liability Insurance **Coverage Section**. Any remaining **Damages** for such **Claim** that is covered by any other **Coverage Section(s)** of this **Policy**, and is not paid under the Employment Practices Liability Insurance **Coverage Section**, shall be covered as provided in, and shall be subject to, the remaining Limit of Liability applicable to the appropriate **Coverage Section(s)**. However, the remaining Limit of Liability of the applicable **Coverage Section(s)** for such **Claim** shall be reduced by the amount of **Damages** paid under the Employment Practices Liability **Coverage Section**.
 In the event a **Claim** is covered under more than one **Coverage Section**, and the Employment Practices Liability Insurance **Coverage Section** does not apply, then the highest remaining applicable Limit of Liability, at the time the **Claim** is first made, shall apply.
- D. **Costs of Defense** shall be separate and in addition to the applicable Limits of Liability stated in Item 4. of the Declarations. Payment of **Costs of Defense** shall not reduce the applicable Limits of Liability stated in Item 4. of the Declarations.
- E. The applicable Deductible amount stated in Item 5. of the Declarations shall be borne by the **Named Insured** and shall apply to each and every **Claim**. The applicable Deductible shall not apply to **Damages**, but shall only apply to **Costs of Defense**. In the event a **Claim** is covered under more than one **Coverage Section** or multiple parts of one **Coverage Section**, the largest applicable Deductible shall apply.
- F. If the **Insurer** advances any **Costs of Defense** within the applicable Deductible, the **Named Insured** shall, upon written demand, reimburse the **Insurer** for such amounts within 30 days. If the **Named Insured** fails to pay the applicable Deductible, then all **Insureds** shall be jointly and severally obligated to pay the Deductible. Any funds so advanced by the **Insurer** shall serve to reduce the Limit of Liability to the extent that they are not repaid to the **Insurer**. If the **Insurer** brings suit to collect the Deductible, then the **Insured** responsible to pay the applicable Deductible also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the Deductible.

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VI. Defense, Cooperation and Settlements

- A. An **Insured** shall not admit liability, enter into any settlement agreement, stipulate to any judgment, agree to arbitration, or incur **Costs of Defense** without the **Insurer's** prior written consent. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision regarding such consent. Any **Loss** incurred and settlements agreed to prior to the **Insurer** giving its consent shall not be covered hereunder.
- B. The **Insurer** shall have the right and the duty to defend any **Claim** for **Damages** which are covered by this **Policy**. The **Insurer's** right and duty to defend any **Claim** shall end when the applicable Limits of Liability stated in Item 4 of the Declarations has been exhausted by the payment of **Damages**, or has been tendered to, or on behalf of, the **Insured** or to a court of competent jurisdiction. The **Insurer** has no obligation to provide **Costs of Defense** for any **Claim** for **Damages** not covered by this **Policy**.
- C. Each **Insured** shall cooperate with the **Insurer** in the defense and settlement of any **Claim**, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to the **Insured**, at no cost to the **Insurer**. Upon the request of the **Insurer**, the **Insured** shall submit to examination and interrogation, under oath if required by a representative of the **Insurer**, and shall attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, as well as giving written statements to the **Insurer's** representatives, and meeting with such representatives for purposes of investigation or defense, all without charge to the **Insurer**.
- D. The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured** shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 70 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 30 percent of such **Loss** shall be borne by the **Insureds** at their own risk. Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.

VII. Notice of Claim and Multiple Claims

- A. As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after such **Claim** is first made.
- B. If during the **Policy Period** or any Extended Reporting Period(s) that may apply the **Insureds** become aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and shall give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the **Policy**), of:
 1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
 2. the injury or damages which may result therefrom; and
 3. the circumstances by which the **Insured** first became aware thereof;
 then any **Claim** subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the **Insurer**.
- C. All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:
 1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** is first made, or
 2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.
- D. In addition to furnishing the notice as provided in sections VII. A. and VII. B. above, the **Insureds** shall give the **Insurer** such information and cooperation as it may reasonably require and shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

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VIII. General Conditions

A. Termination of Policy and Non-Renewal

1. This **Policy** shall terminate at the earliest of the following times:
 - a. upon the receipt by the **Insurer** of written notice of cancellation from the **Named Insured**;
 - b. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
 - c. at such other time as may be agreed between the **Named Insured** and the **Insurer**; or
 - d. upon written notice by the **Insurer** of cancellation for non-payment of premium.
2. The **Insurer** may not cancel this **Policy** except for non-payment of any premium when due. The **Insurer** shall provide at least 20 days written notice to the **Named Insured** prior to any cancellation for non-payment of any premium.
3. If this **Policy** is cancelled by the **Named Insured**, the **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
4. If the **Insurer** decides not to renew this **Policy**, the **Insurer** shall provide written notice to the **Named Insured** at least 60 days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal.
5. Any notices to be given to the **Named Insured** under this section VIII. shall be provided to the **Named Insured** at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

B. Proposal

The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations, that they are material and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Executive Director of the **Insured Entity** knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons and the **Insured Entity**.

C. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this **Policy**, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or organization shall have any right under this **Policy** to join the **Insurer** as party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives. Bankruptcy or insolvency of the **Insureds** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder.

D. Changes in Exposure

If during this **Policy Period** the **Named Insured** shall consolidate or merge with or into, or sell all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert (herein referred to as "Transaction") then, this **Policy** shall continue in full force and effect as to any **Wrongful Acts** fully occurring prior to the Transaction, but there shall be no coverage afforded by any provision of this **Policy** for any actual or alleged **Wrongful Acts** occurring after the Transaction. This **Policy** may not be cancelled following a Transaction and the entire premium for this **Policy** shall be deemed fully earned as of the Transaction. The **Named Insured** shall give the **Insurer** written notice of the Transaction as soon as practicable but not later than 30 days after the Transaction.

Carolina Casualty Insurance Company

E. Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this **Policy** unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or obtained any profit or advantage to which such **Insured** was not legally entitled.

F. Assignment

This **Policy** and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

G. Entire Agreement

By acceptance of this **Policy**, the **Insureds** and the **Insurer** agree that this **Policy** and any written endorsements attached hereto constitute the entire agreement between the parties.

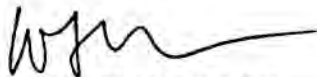
H. Representation by Named Insured

It is agreed that the **Named Insured** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of notices, the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the receipt and acceptance of any endorsements issued to form a part of this **Policy** and the exercising or declining to exercise any right to an Extended Reporting Period.

I. Coverage Territory

This **Policy** applies to any **Wrongful Act** taking place anywhere in the world.

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary, but this **Policy** shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.



President and Chief Executive Officer



Secretary

*Employment Practices Liability Insurance
Coverage Section*

NP

Carolina Casualty
Insurance Company

THIS IS A CLAIMS MADE POLICY.
PLEASE READ IT CAREFULLY.

Carolina Casualty Insurance Company

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreement

Employment Practices Liability Insurance

This **Policy** shall pay on behalf of the **Insureds** all **Loss** arising from any **Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 90 days thereafter, for any **Wrongful Act**.

II. Extended Reporting Period

In addition to section II. Extended Reporting Period of the Common Policy Terms and Conditions Section, the following shall apply:

If the **Named Insured** cancels or refuses to renew this **Coverage Section**, then without any additional premium being required, there shall be an automatic extension of the coverage granted by this **Coverage Section** with respect to any **Claim** first made and reported during the period of 36 months after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** of any duly elected or appointed director or officer that was an **Insured**, but who did not serve as a duly elected or appointed director or officer at the time of the cancellation or non-renewal, fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Coverage Section** and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This 36 month period shall be referred to as the Automatic Extended Reporting Period for former directors and officers.

III. Additional Definitions

In addition to the Definitions listed in section III. of the Common Policy Terms and Conditions Section, whenever printed in boldface type, and whether in the singular or plural form, in this **Coverage Section** the following terms shall have the meanings indicated below:

- A. **"Claim(s)"** means a written demand for monetary or non-monetary relief or an administrative or regulatory investigation or proceeding commenced by or before a federal, state, local or foreign agency, provided, however, the term **Claim** shall not include any grievance or arbitration subject to a collective bargaining agreement. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.
- B. **"Costs of Defense"** means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered or potentially covered **Claim** against the **Insureds**, but excluding salaries, wages, overhead or benefit expenses associated with any **Insured**, or any amount covered by the duty to defend obligation of any other insurer.
- C. **"Damages"** means a monetary judgment (including back pay and front pay), award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:
 - 1. taxes (provided, however, that the **Insurer** will reimburse an **Insured Entity** for any employer share of payroll taxes on any portion of damages or settlements which constitute back pay otherwise considered **Damages**), civil or criminal fines, or penalties imposed by law, or
 - 2. payment of insurance, disability, pension, health or other plan benefits claimed by or on behalf of any former or current **Employee**, or that a claimant would have been entitled to as an **Employee** had the **Insured Entity** provided the claimant with a continuation of insurance, or
 - 3. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
 - 4. commissions, bonuses, profit sharing or severance payments, or
 - 5. future wages or benefits of any reinstated **Employee** or wages or benefits associated with the continued employment of an **Employee**, or
 - 6. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Carolina Casualty Insurance Company

Damages also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

1. those damages were awarded or imposed, or
2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
3. the **Insured** resides, is incorporated or has its principal place of business, or
4. the **Insurer** is incorporated or has its principal place of business.

D. "Employee" means:

1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
2. an individual who is a volunteer, intern, committee or staff member or independent contractor for the **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**

E. "Harassment" means unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature that:

1. is explicitly or implicitly made a condition of employment, or
2. are used as a basis for employment decisions, or
3. create a work environment that interferes with performance.

Harassment also means assault or battery, but only if related to a charge of sexual harassment.

F. "Insured(s)" means:

1. any director, trustee, officer, or **Employee** of an **Insured Entity** while acting solely within the course and scope of employment with the **Insured Entity**, or
2. an **Insured Entity**

This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual **Insured** for a **Claim** arising solely out of his or her status as the spouse of an individual **Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the individual **Insured** and the spouse, or property transferred from the individual **Insured** to the spouse; provided, however, this extension shall not afford coverage for any **Claim** for any **Wrongful Act** of the spouse, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.

G. "Loss" means **Damages** and **Costs of Defense**.

H. "Related Wrongful Act(s)" means **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

I. "Wrongful Act(s)" means any actual or alleged:

1. act by an **Insured** arising from an actual or potential employment relationship with the claimant for discrimination or **Harassment** because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, marital status, or any other basis prohibited by law which results in termination of the employment relationship, or demotion or failure or refusal to hire or promote, or failure to accommodate an **Employee** or potential **Employee**, or denial of an employment privilege, or the taking of any adverse or differential employment action, or
2. act by an **Insured** arising from an actual or potential employment relationship with the claimant for sexual **Harassment** including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that is made a condition of employment, is used as a basis for employment decisions, or creates an intimidating, hostile or offensive work environment that interferes with work performance, or
3. act by an **Insured** arising from an actual or potential employment relationship with the claimant for termination, constructive discharge, wrongful failure to hire, wrongful demotion, negligent retention, negligent supervision, negligent hiring, retaliation, misrepresentation, infliction of emotional distress, defamation, invasion of privacy, humiliation, wrongful evaluation, or breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation, or

Carolina Casualty Insurance Company

4. discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

IV. Additional Exclusions

In addition to the Exclusions listed in section IV. of the Common Policy Terms and Conditions Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- A. for:
 1. physical injury to or destruction of any tangible property, including the loss of use thereof, or
 2. bodily injury, sickness, disease, and death; provided, however, this exclusion shall not apply to the following personal injury damages or causes of action in connection with a **Claim** for a **Wrongful Act**: emotional distress, mental anguish, defamation, invasion of privacy or humiliation;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
- C. for any actual or alleged breach of any oral or written contract or agreement; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation;
- D. which is insured in whole or in part by another valid policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy, or
 2. any other **Wrongful Act** whenever occurring which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;
- F. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Worker's Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the National Labor Relations Act, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
- G. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged obligations under any workers' compensation, social security, disability benefits, or unemployment compensation law, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Carolina Casualty Insurance Company**V. Changes in Exposure****A. Acquisition or Creation of a Subsidiary**

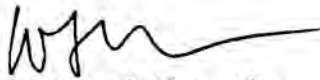
If during this **Policy Period** the **Insured Entity** forms or acquires a **Subsidiary**, then this **Policy** shall provide coverage pursuant to this **Coverage Section**:

1. automatically for an entity whose assets total less than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, or
2. for an entity whose total assets are equal to or greater than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, but only upon the condition that within 90 days of it becoming a **Subsidiary**, the **Named Insured** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium and/or amendment of the provisions of this **Policy** required by the **Insurer** relating to such new **Subsidiary**. Further, coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named Insured** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An entity becomes a **Subsidiary** when the **Insured Entity** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Insured Entity** ceases to control the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**.

In all events, coverage afforded pursuant to this **Coverage Section** with respect to a **Claim** made against a **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary, but this **Policy** shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.



President and Chief Executive Officer



Secretary

SCHEDULE III.E

Friends of Idaho Public Television, Inc.

**FRIENDS OF IDAHO PUBLIC TELEVISION, INC.
ENDOWMENT FUND**
Statement of Investment Policy and Fiduciary Management



Approved by
Friends of Idaho Public Television, Inc.
February 6, 2009

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

BACKGROUND

On September 23, 1985, the Idaho Public Television Foundation, Inc. (IdahoPTV Foundation) was incorporated under the laws of the State of Idaho as a nonprofit organization exempt from Federal tax under section 501(c)(3) of the Internal Revenue Code. The Idaho Public Television Foundation's exclusive purposes are:

- to benefit Idaho Public Television (IdahoPTV), an agency of the state of Idaho, directly responsible to the Idaho State Board of Education, which holds the licenses for five analog and five digital public television stations in Idaho: KAID, Boise; KISU, Pocatello; KUID, Moscow; KIPT, Twin Falls; and KCDT, Coeur d'Alene and 37 rural television translators;
- to provide an annual scholarship to a student studying broadcasting at an Idaho state college or university; and
- to solicit, receive, and expend funds and property to carry out any or all purposes of the IdahoPTV Foundation.

The IdahoPTV Foundation endeavors and is empowered to solicit financial support for IdahoPTV. This includes the management and investment of the securities, monies, and real and personal property it receives. When necessary, the IdahoPTV Foundation shall expend its resources, beyond that required to cover the costs of its operation, to and for the benefit of IdahoPTV. The IdahoPTV Foundation is governed by a Board of Directors.

IdahoPTV is a multimedia, statewide television network. The Idaho State Board of Education is the licensee board for Idaho Public Television and has statutory responsibility for all programming and other operating decisions. In addition, IdahoPTV has three regional, non-profit designation corporation boards, the Friends of Idaho Public Television: KAID/KIPT, Inc.; the Friends of Idaho Public Television: KISU, Inc.; and the Friends of Idaho Public Television: KUID/KCDT, Inc., each with a separate Board of Directors.

In 1989, the IdahoPTV Foundation began discussions about establishing an endowment, to recognize the importance of long-term financial vitality and stability for IdahoPTV. By 1991, the IdahoPTV Foundation created the Endowment, and on October 30, 1992, adopted amendments to a previously presented Endowment resolution. The IdahoPTV Foundation set aside an Endowment to receive, invest, and expend various gifts and other income for the benefit of IdahoPTV and its support of local productions, programming, and capital needs. The initial goal was to raise \$3,000,000 by the end of the year 2000. Due to drastic reduction in federal (Corporation for Public Broadcasting) funding and flat state operational funding, the initial deadline goal was moved up to June 30, 1999, and the initial fund's goal was successfully raised by that date.

On March 27, 2008, the Friends of Idaho Public Television, KAID/KIPT, Inc., together with the Friends of Idaho Public Television, KISU, Inc., and the Friends of Idaho Public Television, KUID/KCDT, Inc., merged with the Idaho Public Television Foundation, Inc.

Also on this date, the Idaho Public Television Foundation, Inc. was renamed Friends of Idaho Public Television, Inc. (Friends).

INTRODUCTION

The Friends Board of Directors (Board) approved this policy through careful study and consideration of the returns and risks associated with investment strategies in relation to the current and projected income needs of Idaho Public Television and activities, which are supported by the Friends. This policy provides a structure within which the Endowment may be managed to achieve the long-term investment and financial objectives of the Friends. The Friends is committed to ensuring the assets

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

of the Endowment are fully diversified into appropriate and viable asset categories, which are managed efficiently and prudently by qualified investment personnel.

The assets are intended to be held as a permanent endowment.

The responsibility for implementation of the investment policy shall be delegated to the Endowment Committee appointed by the Board.

MISSION

The mission of the Friends is to provide sustainable annual support for special projects, student scholarships, and programming initiatives that surpass general operating expenditures of Idaho Public Television provided by the State of Idaho. This annual support will be funded by a combination of capital appreciation of the Endowment and by annual fundraising efforts. The Friends endeavors that:

1. Gifts and other support designated by donors to the Friends shall be so honored.
2. The Board shall approve a Spending Policy regarding the amount of financial support it will provide to IdahoPTV on an annual basis.
3. The Board shall encourage funding opportunities to benefit IdahoPTV.

RESPONSIBILITIES

Board

1. The Board shall approve all investment policies.
2. The Board President shall select board members to serve on the Endowment Committee.
3. The Board may hire an Investment Consultant¹, or other experts, to advise in stated responsibilities.
4. The Endowment Committee shall recommend to the Board, for the Board's approval, the hiring of Investment Managers² or other experts.

Friends Endowment Committee (Endowment Committee)

1. The Endowment Committee's primary responsibilities are to ensure compliance with the approved investment policies, to determine the optimum asset allocation of the investment portfolio and to select, monitor and evaluate Investment Managers. The Endowment Committee will meet quarterly to review the status of investments and Investment Manager performance.

¹ An Investment Consultant does not manage assets, but rather oversees the Investment Managers, develops strategies and monitors results. Investment Consultants also provide a third party, objective analysis of all issues relating to the investments.

² An Investment Manager is responsible for day to day management of assets through buying and selling of securities.

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

2. The Endowment Committee will be responsible for reviewing, implementing, and monitoring existing policies, but must have approval from the Board for any changes in existing policy or adoption of new policies.
3. The Endowment Committee will have the authority to carry out Investment Manager terminations for reasons identified within this policy. Any Investment Manager terminations for reasons outside this policy will be brought before the Board for approval.

Investment Consultant

The Investment Consultant will assist in developing the Investment Policy Statement, provide potential model asset allocation strategies, monitor all Investment Manager activities, prepare performance reports and communicate with the Board through the Endowment Committee on all aspects of the portfolio.

Investment Manager

1. Investment Managers are responsible for the day-to-day investment management of assets in accordance with this Statement of Investment Policy and Fiduciary Management.
2. All Investment Managers are expected to conform to all State and Federal laws governing the practice of investment management.

General

1. The master schedule for Board and Endowment Committee meetings may be adopted on or before December 31st for the upcoming calendar year. The IdahoPTV General Manager will provide a copy of the meeting schedule to the Investment Consultant. The Endowment Committee may meet no sooner than four weeks following the end of the quarter.
2. All communication³ regarding the Endowment and including the Investment Consultant shall be copied to (at the minimum) the Investment Consultant, the Board President, the Board Treasurer, the Endowment Committee, the IdahoPTV General Manager, and the IdahoPTV Director of Fiscal Affairs.
3. The IdahoPTV General Manager will be responsible for communicating any changes to the distribution list.

INVESTMENT OBJECTIVES

In recognition of the importance of a strong Endowment for the long-term financial vitality and stability of Idaho Public Television, the Friends of Idaho Public Television, Inc. has set aside a permanent Endowment to receive, invest, and expend various gifts and other income for the benefit of IdahoPTV and its support of local productions, programming, and capital needs. The objectives are:

³ Communication shall be defined as information, data, and correspondence that is essential to the Client/Investment Consultant relationship. This includes the distribution of performance reports, asset allocation studies, manager research, and any other documents that affect the implementation of existing policy or adoption of new policy. In addition, this includes any organizational changes of the Friends of Idaho Public Television, Inc. that could affect investment procedures, contact lists, or meeting schedules.

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

1. Maximize the Endowment's total returns within appropriate risk constraints to support the mission of the Friends of Idaho Public Television, Inc.
2. Maintain the Endowment's purchasing power in perpetuity to ensure spending rates that keep pace with inflation.
3. The annual target return shall be to exceed the policy portfolio benchmark, net of fees over a trailing 3 year period.

Time Horizon

The Friends established a perpetual endowment and has no fixed investment time horizon. As such, the assets within the Endowment will be managed with a long term focus that will emphasize a total return philosophy.

Risk Tolerance

The Board recognizes that assumption of risk is warranted in order to achieve the stated objectives, accommodate the spending policy and keep pace with inflation. The Board shall determine how much risk can be tolerated by assessing the probability of achieving, exceeding, or falling short of these objectives.

ASSET ALLOCATION

The Endowment Committee worked with the Investment Consultant to review various asset allocation models to determine the most optimal diversification relative to the stated goals and objectives of the Friends. As such, both passive and active management styles may be employed in all asset classes.

The Strategic Asset Allocation model will be reviewed every three years to determine its continued relevance to the goals and objectives of the Friends.

Strategic Allocation



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Friends of Idaho Public Television, Inc.

The following will provide the policy percentages for the Endowment asset allocation and limits on upper and lower constraints:

Strategic Asset Allocation

<u>Asset Class</u>	<u>Lower Limit</u>	<u>Policy</u>	<u>Upper Limit</u>
US Large Cap Equity	27%	33%	39%
US Mid Cap Equity	12%	15%	18%
Real Estate	3%	4%	5%
Int'l Equity Developed	7%	10%	13%
Int'l Equity Emerging	4%	5%	6%
US Fixed Income	27%	30%	33%
Cash Equivalents	1%	3%	5%
		100%	

The Endowment Committee shall determine that each asset class included in the Strategic Allocation has a separate set of security selection guidelines and performance benchmarks, which are approved by the Board and issued to the Investment Managers responsible for each segment of the Endowment portfolio. The Endowment Committee will review security selection guidelines and performance benchmarks every three years during any regular or special meeting. The Endowment Committee will annually review the strategic asset allocation.

Rebalancing Policy

It is the goal of the Friends to maintain the Strategic Asset Allocation long term to achieve the stated investment objectives. Over time, certain assets will perform better or worse than others, which will create an imbalance in the allocation. Therefore, upper and lower constraints have been established to allow for variations in asset performance. Once an asset class has breached an upper or lower limit for ten consecutive business days, the Investment Consultant will notify, within the next three business days, the Endowment Committee Chair to discuss a recommendation. Typically, when a limit has been breached, the Investment Consultant will rebalance the portfolio within the approved policy allocation.

Cash Flows

Cash inflows and outflows of the Endowment shall be designated as opportunities for rebalancing. By way of example, cash inflows shall be allocated to the asset class or classes that are the most underweighted relative to policy allocation (see page 6). Cash outflows shall be taken from the asset class or classes that are the most over weighted relative to policy allocation (see page 6).

Performance Benchmarks

The performance benchmarks that will be used in order to evaluate manager return for the asset classes are as follows:

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

<u>Asset Class</u>	<u>Index</u>	<u>McMillen Universe</u>
US Large Cap Equity	Russell 1000 ⁴	Large Cap
US Mid Cap Equity	Russell Mid Cap ⁵	Mid Cap
Real Estate	NCREIF ⁶	Real Estate
US Fixed Income	Lehman Aggregate ⁷	Intermediate Fixed
Int'l Equity Developed	MSCI EAFE ⁸	Developed International
Int'l Equity Emerging	MSCI Emerging ⁹	Emerging International
Cash Equivalents	91 Day T-Bill ¹⁰	N/A
<i>Total Portfolio Benchmark/Policy¹¹</i>	52% R3000 30% Lehman Aggregate 15% MSCI EAFE 3% 91 Day T-Bill	N/A

INVESTMENT MANAGER EXPECTATIONS

Each Investment Manager will be measured by the Investment Consultant against their asset class benchmark and universe. Active management will provide a varied level of relative performance. Therefore, a three-year timeframe will be given to each Investment Manager in order to measure their return relative to their assigned benchmark. In certain instances, such as an Investment Manager drifting from the stated asset class or basic philosophy, a review may be required within a market cycle. The Endowment Committee will review the performance results quarterly and make any recommended changes deemed necessary to the Board for approval.

⁴ The Russell 1000 includes the largest 1000 securities in the Russell 3000. The Russell 1000 Index offers investors access to the extensive large-cap segment of the U.S. equity universe representing approximately 92% of the U.S. market.

⁵ The Russell Mid Cap Index is comprised of the 800 smallest stocks from the Russell 1000 Index, representing approximately 22% of the U.S. equity market capitalization.

⁶ A real estate index that includes both all equity properties plus all properties, which have been de-leveraged making it a large universe of properties.

⁷ Covers the U.S. investment-grade fixed-rate bond market, including government and credit securities, agency mortgage pass-through securities, asset-backed securities and commercial mortgage-based securities. To qualify for inclusion, a bond or security must have at least one year to final maturity, rated investment grade Baa3 or better, dollar denominated, non-convertible, fixed rate and be publicly issued.

⁸ A free float-adjusted market capitalization index that is designed to measure developed market equity performance excluding the U.S. and Canada. As of April 2002, the MSCI EAFE index consisted of 21 developed countries in Europe, Australasia and the Far East.

⁹ A free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets.

¹⁰ Measures the total return on U.S. Treasury Bills with a maturity of 91 days.

¹¹ The Total Portfolio Benchmark/Policy is the return of the weighted sub asset class benchmarks at the portfolio level.

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

Additionally, all active Investment Managers will be expected to achieve and maintain the following relative performance over a trailing three year period:

<u>Asset Class</u>	<u>Return Above Benchmark</u>	<u>Minimum Universe¹²</u> <u>Ranking</u>
US Equity	75 basis points*, net of fees	40 th percentile
Fixed Income	25 basis points*, net of fees	40 th percentile
International Equity	75 basis points*, net of fees	40 th percentile

* 100 basis points = 1.00%

INVESTMENT MANAGER GUIDELINES

The managed portfolios will be well diversified and consist of readily marketable securities in the open market. Investments may consist of short, medium and/or long-term securities. All Investment Managers are expected to conform to all State and Federal laws governing the practice of investment management. Each Investment Manager will be provided with this Statement of Investment Policy and will be expected to return a signed copy to the IdahoPTV Director of Fiscal Affairs. The IdahoPTV Director of Fiscal Affairs will distribute copies to the Board, as needed. Additionally, Investment Managers are expected to use prudence in their decision making for Endowment assets and adhere to the investment mandate as agreed to.

Allowable Investments

All securities are expected to be publicly traded and may consist of:

1. Common stocks
2. Preferred stocks
3. REITs
4. International stocks
5. U.S. Corporate bonds and notes
6. U.S. Government T-bill, notes, bonds and TIPS
7. U.S. Agency bonds
8. Commercial paper or other money market instruments
9. ETFs (passive investments)
10. Warrants that are received by an issuer but not purchased by an Investment Manager.

Concentration

Investment Managers will be allowed to purchase up to 5%, at cost, of their portfolio's current value in any one security. Positions may not grow beyond 8% of the total value of their portfolio at any time unless written authorization is provided by the Board.

¹² A universe is a group of Investment Managers managing assets within the same asset class. This group is used to compare how hired Investment Managers are performing relative to their peer group, or Universe.

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Friends of Idaho Public Television, Inc.

Proxy Voting

Investment Managers are authorized by the Board to vote all proxies held by them. It is expected that Investment Managers vote in a manner that represents the interests of the Friends as defined within this policy.

Fixed Income

Holdings will consist primarily of investment grade securities. These may include, but are not limited to, U.S. Treasury or federal agency obligations, corporate debt instruments, or first mortgage loans. A minimum of 50% of investments will be rated Aaa (Moody's rating) or AAA (S&P). In addition, a minimum of 95% will be rated A by Moody's or A S&P's. A maximum of 5% of fixed income assets may be invested in less than investment grade (Baa) or (BBB) bonds. ETFs will also be allowable investments for fixed income assets.

Duration

The Fixed Income Investment Manager will be allowed to manage the portfolio's effective duration but will be limited to + or - 1/2 year of the Lehman Aggregate Bond Index duration. If the portfolio moves outside these parameters due to market conditions or if the Investment Manager wants to change the duration outside of + or - 1/2 year, the Investment Manager will contact both the Endowment Committee Chair and the Investment Consultant for review.

Cash and Equivalents

All cash investments will be limited to bank CDs, U.S. Government securities, commercial paper rated A-1 (S&P) or P-1 (Moody's), and repurchase agreements collateralized by U.S. Government securities. Additionally, cash may be placed with the Master Custodian¹³ in a money market fund.

Restricted Securities

The following list of securities or transactions are not allowed to be held or conducted without the Board's prior written approval:

1. Hedge Funds
2. Private Equity Funds or investments
3. Venture Capital Funds or investments
4. Direct Real Estate investments
5. Short sales
6. Commodities
7. Private placements
8. Any use of leverage
9. Derivative transactions
10. Options contracts

Investment Manager Controls

Each Investment Manager will be monitored by the Investment Consultant on an ongoing basis, including both performance measurement and material changes within the investment

¹³ A Master Custodian is a bank, agent, trust company, or other organization responsible for safeguarding financial assets.

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Friends of Idaho Public Television, Inc.

management company. The Endowment Committee, for reasons stated below, may terminate the Investment Manager without the Board's approval:

1. Returns below the 40th percentile in universe over trailing three years
2. Equity returns that do not produce an additional 75 basis points net of fees (0.75%) above benchmark over a trailing three years
3. Fixed Income returns that do not produce an additional 25 basis points net of fees (0.25%) above benchmark over a trailing three years
4. Key personnel changes
5. Firm sale, merger or change of management control
6. Significant style shift
7. Regulatory action
8. Changes within the Friends

INVESTMENT PERFORMANCE REVIEW

1. At least quarterly, the Endowment Committee will meet to review portfolio performance presented by the Investment Consultant.
2. All investments must comply with a donor's requirements and restrictions.
3. Quarterly the Endowment Committee Chair or Investment Consultant will present an overview of investment performance to the Board.
4. The Endowment Committee Chair and Investment Consultant will meet with the Board at least once annually to review the status of investments and Investment Manager performance.
5. Review will consist of measurement of Investment Manager performance compared to benchmarks and universes. In addition, a review of material changes with Investment Managers will be discussed.

CLASSIFICATION OF CONTRIBUTIONS

According to GASB and *FASB: Accounting for Contributions Received and Contributions Made*, there are three types of contributions – permanently restricted, temporarily restricted, and unrestricted – determination of classification is based on the existence or absence of donor-imposed restrictions.

1. **Permanently Restricted** - Contributions and other inflows of assets whose use by the Friends is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the organization.
2. **Temporarily Restricted** - Contributions and other inflows of assets whose use by the Friends is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Friends pursuant to those stipulations.
3. **Unrestricted** - Contributions and other inflows of assets that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

All cash contributions received that are designated to be Endowment assets shall be deposited into the contributions bank account. The non-cash assets received as contributions should be monetized

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

as soon as possible and the sale proceeds deposited into the contributions bank account. It is the intent of this policy that the proceeds residing in the contributions bank account are transferred to the cash account of the Endowment investment portfolio (Investment Cash Account) to be allocated in accordance with this policy.

SPENDING POLICY

The Friends set aside an Endowment to receive, invest, and expend various gifts and other income for the benefit of IdahoPTV and its support of local productions, programming, and capital needs.

The Friends intends to distribute up to 5% of the unrestricted total fair market value of the Endowment annually to benefit IdahoPTV. The annual value of the portfolio will be determined by averaging the balance over the prior three years. December 31st will be the determination date for such valuations. This averaging of the portfolio balance will smooth the annual distributions and help achieve predictable spending levels. Proposals for use of Endowment assets shall be presented to the Board by IdahoPTV for determination. In addition, the Board will recommend recipients of the Endowment proceeds in accordance with the Spending Policy. As part of this annual budget process beginning in April, the actual percentage will be recommended each year by the Endowment Committee and approved by the Board.

If the dollars approved are not spent in the year they are made available, the Board may choose to:

1. Roll unspent dollars into the next year and add them to the new funds allowable for spending, or
2. Absorb unspent dollars into the Endowment, which will not be added to next year's spending balance.

ANNUAL AUDIT

The Friends is required to have an independent audit conducted by the Legislative Auditor, State of Idaho for each fiscal year.

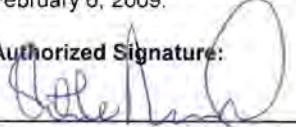
The final annual audited financial statements and auditor's letter to management will be distributed annually to the Board, by the IdahoPTV Director of Fiscal Affairs, within 60 days of Legislature approval.

ACCEPTANCE

This Statement of Investment Policy and Fiduciary Management will be reviewed and reconfirmed or revised on an annual basis by the Board.

The Board hereby approves this Statement of Investment Policy and Fiduciary Management on February 6, 2009.

Authorized Signature:



Signature
Peter W. Morrill
Printed Name

General manager

Title

Statement of Investment Policy and Fiduciary Management
Friends of Idaho Public Television, Inc.

Friends of Idaho Public Television, Inc.
Exact Name on Account

ADOPTED October 30, 1992
2nd Revision – February 20, 2002
3rd Revision – January 8, 2007
4th Revision – February 6, 2009

SCHEDULE III.G

RESTATED
ARTICLES OF INCORPORATION
OF
IDAHO PUBLIC TELEVISION FOUNDATION, INC.

Pursuant to the provisions of Section 30-3-94 of the Idaho Nonprofit Corporation Act, the undersigned corporation adopts the following Restated Articles of Incorporation:

- First: The name of the corporation is changed to "Friends of Idaho Public Television, Inc."
- Second: The following Restated Articles of Incorporation were adopted by the Board of Directors of the corporation on January 22, 2008, in the manner prescribed by the Idaho Nonprofit Corporation Act. These Restated Articles of Incorporation contain amendments to the corporation's articles of incorporation which do not require approval by members or any persons other than the Board of Directors.

ARTICLE I

The name of this corporation shall be the Friends of Idaho Public Television, Inc. (herein referred to as the corporation). This corporation shall be a nonprofit corporation and its duration shall be perpetual.

ARTICLE II

The location and post office address of this nonprofit corporation shall be at:

1455 N Orchard St.
Boise ID 83706

The registered agent shall be the Peter Morrill, General Manager.

ARTICLE III

The corporation shall have a board of directors, in which shall be vested all of the power and authority to supervise, control, direct and manage the property, affairs and activities of

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the corporation. The rights, powers and privileges of the directors shall be fixed in the by-laws, except insofar as set forth herein. The by-laws of the corporation may, from time to time, be altered, amended, suspended, repealed or new by-laws adopted by a resolution adopted by a two-thirds majority of the entire board of directors of the corporation.

The number of directors shall not be fewer than four (4). The maximum number of directors will be fixed in the by-laws. The incorporators and initial board of directors are the same, and consist of those designated in Article IX of this document.

ARTICLE IV

The corporation shall have no members.

ARTICLE V

The exclusive purposes of this corporation are: (1) to benefit Idaho Public Television, an entity of the Idaho State Board of Education, state of Idaho, directly responsible to the Idaho State Board of Education, which operates the five public television stations in Idaho: KAID-TV, Boise, KISU-TV, Pocatello, KUID, Moscow, KIPT Twin Falls, and KCDT, Coeur d'Alene; (2) to provide an annual scholarship to a student studying broadcasting at an Idaho state college or university; and (3) to solicit, receive and expend funds and property to carry out any or all purposes of the corporation.

ARTICLE VI

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal

RESTATED ARTICLES OF INCORPORATION 2

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income tax under section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code, or corresponding sections of any future federal tax code.

ARTICLE VII

The corporation shall not be dissolved except following the favorable vote of a majority of the board of directors at a meeting duly called for that purpose. Upon dissolution, all assets belonging to the corporation, after due provision for any liabilities then outstanding and unpaid, shall be paid over to the license holder, Idaho State Board of Education, or to the State of Idaho. Any such assets not so disposed of shall be disposed of by the Fourth District Court in Ada County, exclusively for such purposes, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

No members of the board of directors and no officer duly appointed by the board shall have any personal liability for acts performed in his or her official capacity in good faith, nor shall any such director or officer be liable for nonfeasance or misfeasance in the performance of duties, but only in the case of malfeasance. The corporation shall indemnify the members of its board of directors, its officers, agents and employees against any and all expenses and liabilities, including attorney fees and other costs, which they or any of them incur in connection with any suit or suits which may be brought against them or any of them involving or pertaining to any of their official acts or duties (whether it be alleged that such acts are ultra vires or otherwise), provided only that in such suit or suits personal liability is finally established against them incident to any act of malfeasance on their part. This provision shall not be deemed to prevent compromise of any such litigation when such compromise is deemed advisable.

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ARTICLE IX

The incorporators and initial board of directors were the same consisting of the following persons:

Ralph J. McAdams
1718 N. 17th Street
Boise, ID 83702

Jack A. Schlaefle
2863 N. Mountain Road
Boise, ID 83703

Larry G. Selland
2902 Lancaster Drive
Boise, ID 83702

Janet S. Hay
328 Winther Blvd.
Nampa, ID 83651

Scott R. Simplot
577 W. Curling Drive
Boise, ID 83702

The current board of directors consists of the following persons:

DeVaun Anderson 1355 Holman Pocatello ID 83201	Laura Bettis 1111 N 9 th St Boise ID 83702	Eve Chandler 1206 N 24 th Boise ID 83702
Pat Costello 1126 King Rd Moscow ID 83843	John Crim 3514 Mountain View Dr Boise ID 83704	Lynn Davis 1527 Hollipark Idaho Falls ID 83402
Byron Defenbach PO Box 7608 Boise ID 83707	Jerry Evans 9125 W Donnybrook Ct Boise ID 83709	Joy Fisher 1674 Appaloosa Moscow ID 83843

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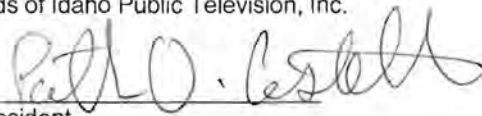
Ellie Hampton 586 Safstrom Pl Idaho Falls ID 83401	Bev Harad 3675 W Quail Heights Ct Boise ID 83703	Al Luray 94 Townsend Gulch Bellevue ID 83313
Judy Meyer 10500 Hayden Bluff Ln Hayden Lake ID 83835	Rebecca Morgan 2545 Marilyn Pocatello ID 83201	Peter Morrill General Manager Idaho Public Television 1455 N Orchard Boise ID 83706
Charles Mosier 231 Shasta Circle Orofino ID 83544	Jim Paxton 1340 S Orchard St Boise ID 83705	Christine Pharr 3639 Country Club Ct Lewiston ID 83501
Chuck Randolph Box 605 Caldwell ID 83606	Erna Rhinehart 2207 Crestline Dr Coeur d'Alene ID 83814	Barbara Roberts 1701 N 21 st St Boise ID 83702-0732
Bob Schreiber 3041 Juniper Dr American Falls ID 83211	Marilyn Shuler 5221 N Lakemont Ln Boise ID 83714	Ann Smart 3502 Buckskin Rd Coeur d'Alene ID 83814
Bob Sonnichsen US Bank 101 S Capitol Blvd, Ste 905 Boise ID 83702	Bob Stanton 11228 Ashburton Dr Boise ID 83709	Gayle Wilde PO Box 984 McCall ID 83638 1319 W 1 st Meridian ID 83642
Cindy Williams Idaho Nevada CDFI, Inc. PO Box 44922 Boise ID 83711-0922		

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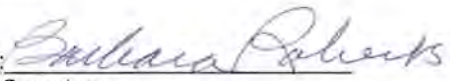
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DATED: January 17, 2008.

Friends of Idaho Public Television, Inc.

By: 
Its President

Attest:

By: 
Its Secretary

RESTATED ARTICLES OF INCORPORATION 6

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**BYLAWS
OF THE
FRIENDS OF IDAHO PUBLIC TELEVISION, INC.**

**SECTION ONE
OFFICE AND PURPOSES**

SECTION 1.1. Office. The principal office of the corporation shall be at 1455 North Orchard Street, Boise, ID 83706. The corporation may also have offices at such other places as the board of directors may from time to time appoint or the purposes of the corporation may require.

SECTION 1.2. Purposes. The purposes of the corporation shall be set forth in the Articles of Incorporation.

**SECTION TWO
MEMBERSHIP**

The corporation shall have no members.

**SECTION THREE
DIRECTORS**

SECTION 3.1. General Powers. The business and affairs of the corporation shall be managed and conducted and all corporate powers of the corporation shall be exercised by or under the authority of the board of directors not fewer than thirteen (13) nor more than fifty (50) in number.

SECTION 3.2. Board Representation. The board of directors of the corporation shall have broad community and geographic representation. Selections of directors will be from, but not limited to representatives from the following: law, finance, education, arts, industry, agriculture, timber, mining and community. The general manager of IdahoPTV, or the general manager's designated representative, shall be an ex-officio non-voting member of the board of directors of the corporation acting in an advisory capacity consistent with regulatory guidelines.

Except as specified in these bylaws, ex-officio directors of the corporation shall have the voting privileges of regular directors. Additional ex-officio directors in a number no greater than three (3) may be appointed to the board of the corporation from time to time.

SECTION 3.3. Transition. At the date of filing with the Idaho Secretary of State the articles of merger of the Idaho Public Television Foundation, Inc. (the "Foundation") with the Friends of Idaho Public Television, KAID/KIPT, Inc., Friends of Idaho Public Television, KISU, Inc., Friends of Idaho Public Television, KUID/KCDT, Inc., (collectively, these three entities are referenced as the "Merged Entities") the directors of the corporation shall consist of the current directors of the Foundation and the Merged Entities who will fulfill their current terms in their new capacity as directors of the corporation. The additional directors will thereafter be elected by the Board of Directors from throughout the regions formerly represented by the Merged Entities (the "Regions") with a minimum of three directors from each of the Regions and without regard to any term limits in effect for directors of the individual merged entities.

SECTION 3.4. Term. Following the transition process described in section 3.3, The term of office of each director, excluding ex-officio directors, shall be three (3) years with any director eligible for re-election, provided that no director shall serve more than two consecutive terms without a minimum one-year sabbatical after the second consecutive term. All terms shall end at the annual meeting in which the term expires. Directors shall be elected with three classes each year, staggered in such a way as to insure continuity of membership.

SECTION 3.5. Nominations. The board development committee of the board of directors shall prepare a slate to fill vacancies and for the slate prepared for the annual meeting, and shall designate the term for which the person is being nominated to serve. The slate shall be sent to each director not fewer than ten (10) days, nor more than fifty (50) days prior to the meeting at which the election is to be held. Additional nominations may be made by any director and presented at such meeting.

SECTION 3.6. Election. Election of directors of the corporation shall be at the annual meeting of the directors.

SECTION 3.7. Resignation. Any director may resign at any time by giving written notice of such resignation to the board of directors. Such resignation shall take effect at the time specified therein and acceptance shall not be necessary to make it effective.

SECTION 3.8. Attendance. Directors shall attend meetings unless excused by the President for good cause shown. Any director failing to attend two (2) unexcused duly scheduled meetings per year may, at the majority vote of the board of directors, be removed from office.

SECTION 3.9. Vacancies. Any vacancy in the board of directors during the year may be filled for the unexpired portion of the term by the board of directors then serving, although less than a quorum, by affirmative vote of the majority thereof.

**SECTION FOUR
MEETINGS**

SECTION 4.1. Annual Meeting. The annual meeting of directors shall take place within ninety (90) days after the close of each fiscal year or at such time as the directors may by resolution select. At the annual meeting, the directors shall elect directors, elect officers and transact such other business as may be brought before the meeting.

SECTION 4.2. Special Meetings. Special meetings of the board of directors may be called by the president and must be called by the president on written request of three (3) or more directors.

SECTION 4.3. Notice of Meetings. Notice stating the place, day, and time of any director's meeting, and in case of a special director's meeting, the purpose or purposes for which the meeting is called, shall be delivered not fewer than ten (10) nor more than fifty (50) days before the date of the meeting either personally, by U.S. Mail or by such electronic means (e.g. fax, e-mail) as may be agreed by each director. Such notice shall be directed to each director at the address as it appears on the books or records of the corporation, unless they have filed with the secretary of the corporation a written request that notices shall be provided to another address or by another means designated on such request. In any case, notices shall be deemed delivered when they are deposited in the United States mail or otherwise processed for electronic transmission delivery such as by fax transmission and/or email.

SECTION 4.4. Quorum. At all meetings of the board of directors, one half (1/2) of the elected board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the board present at any meeting at which there is a quorum shall be the act of the board of directors except as may be otherwise specifically provided by statute or by these bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent directors as the case may be.

SECTION 4.5. Power to Appoint Executive Committee. The board of directors may appoint an executive committee consisting of the elected corporation officers and, as an ex-officio non-voting member, the general manager of IdahoPTV. The executive committee, to the extent provided by resolution and subject to applicable state and federal laws and regulations, shall have and exercise the authority of the board of directors in the management and affairs (including power to invest monies) of the corporation between meetings of the board. All provisions of the bylaws shall apply to the executive committee in the same manner and to the same extent as they apply to the board of directors.

SECTION 4.6. Special Telephone Meetings. Special meetings of the board of directors may be called by or at the request of the president of the board or any director if such

special meeting is held by conference call or by Idaho Public Television teleconference and a quorum directors are present for such telephone/conference meeting.

SECTION 4.7. Action in Meetings. Any actions which might be taken at a meeting of the board of directors may be taken without a meeting if a record or memorandum thereof be made, in writing and signed by all directors of the board as the case may be.

SECTION 4.8. Regular Meetings. The Board of Directors will meet not fewer than four (4) times a year at approximately three-month intervals. One of these will be the Annual Meeting. Meetings may be held at any location within the state of Idaho. At least one meeting will be held annually in each of the Regions, hosted by the directors of that Region and providing an opportunity for the cultivation, recognition and stewardship of friends of IdahoPTV.

SECTION FIVE OFFICERS

SECTION 5.1. Number. The officers of the corporation shall be president, first vice president, second vice president, secretary, treasurer, and such other officers with such other powers and duties not inconsistent with the bylaws as may be appointed and determined by the board of directors.

SECTION 5.2. Nominations. Officers shall be elected from a slate prepared by the Board Development Committee. The slate shall be sent to each director at least twenty-one (21) days before the annual meeting of directors. Additional nominations may be made in writing by at least three (3) cooperating directors. All nominations must be received by the chairperson of the Board Development Committee at least seven (7) days before the annual meeting in order to be considered at such meeting. The directors shall be presented with the slate for election.

SECTION 5.3. Election, Term of Office, and Qualifications. The president, first vice president, second vice president, secretary and treasurer shall be elected from such slate annually by the board of directors from among their members and the other officers shall be so elected from such slate annually by the board of directors from among the board membership as the board of directors may see fit, at each annual meeting of the board of directors; provided, however, that the initial officers of the corporation shall be elected at a special meeting of the board of directors called for that purpose. The General Manager of Idaho Public Television shall provide such administrative support to the secretary as may reasonably be requested. The President and each Vice President will reside in different Regions. Each officer elected shall serve until the next annual meeting of the board of directors, and/or the election and qualifications or his/her successor, but the President and both Vice Presidents will serve a single consecutive one-year term.

SECTION 5.4. Vacancies. In case of any office or board position of the corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the board then in office, although less than a quorum, may elect an officer to fill such vacancy from a slate submitted by the nominating committee and the officer or director shall hold office and serve until the election and qualification of his/her successor.

SECTION 5.5. Removal. Any officer may be removed by the board of directors at any meeting thereof.

SECTION 5.6. Resignation. Any officer may resign by giving written notice to the board of directors, to the president, or to the Idaho Public Television general manager. Such resignation shall take effect at the time specified therein and acceptance shall not be necessary to make it effective.

SECTION 5.7. President. The president shall preside at all meetings of the board of directors and the executive committee. He/she shall have and exercise general charge and supervision of the officers of the corporation and shall do and perform such other duties as may be assigned to him/her by the board of directors. He/she shall appoint all committee chairpersons except the Endowment Committee and the Executive Committee, and shall serve ex-officio on all committees. He/she may sign any appropriate documents or papers of the corporation. The president shall have the general duties and powers of supervision and management usually vested in the office of president of a corporation.

SECTION 5.8. First Vice President. In the absence or disability of the president, the First Vice president shall perform all the duties of the president and in so acting shall have all the powers of the president. The First Vice president shall have such powers and duties as may be prescribed from time to time by the board of directors. In the usual course, the First Vice President will be nominated as the President in the year following his or her service as First Vice President.

SECTION 5.9. Second Vice President. In the absence or disability of the president and the First Vice President, the Second Vice President shall perform all the duties of the president and in so acting shall have all the powers of the President. The Second Vice President shall have such powers and duties as may be prescribed from time to time by the board of directors. In the usual course, the Second Vice President will be nominated as the First Vice President in the year following his or her service as Second Vice President.

SECTION 5.10. Secretary. The secretary shall have charge of such books, documents, and papers as the board of directors may determine. He/she shall attend and keep the minutes of all meetings of the board of directors. He/she shall keep a record, containing the names, alphabetically arranged, of all persons who are directors, showing their mailing addresses, and such book shall be open for inspection as prescribed by law. He/she may sign any appropriate documents or papers of the corporation, and when so

authorized or ordered by the board of directors, he/she may affix the seal of the corporation. He/she shall, in general, perform all the duties incidental to the office of secretary, subject to the control of the board of directors, and shall do and perform such other duties as may be assigned to him/her by the board of directors.

SECTION 5.11. Treasurer. The treasurer shall have charge of all funds, property, and securities of the corporation, subject to such regulations as may be imposed by the board of directors. He/she may be required to give bond for the faithful performance of his/her duties, in such sum and with such sureties as the board of directors may require. When necessary or proper, he/she may endorse on behalf of the corporation for collection checks, notes, and other obligations, and shall deposit the same to the credit of the corporation at such bank or banks or depository as the board of directors may designate. He/she shall sign all receipts and vouchers and, together with such other officer or officers, if any, as shall be designated by the board of directors, he/she shall sign all checks of the corporation and all bills of exchange and promissory notes issued by the corporation, except in cases where the signing and execution thereof shall be expressly designated by the board of directors or by these bylaws to some other officer or agent of the corporation. He/she shall make such payments as may be necessary or proper to be made on behalf of the corporation. He/she shall enter regularly on the books of the corporation to be kept by him/her for that purpose, full and accurate account of all monies and obligations received and paid or incurred by him/her for or on account of the corporation, and shall exhibit such books at all reasonable times to any board member on application at the offices of the corporation. He/she shall furnish a financial statement at each meeting of the board of directors. He/she shall, in general, perform all the duties incidental to the office of treasurer, subject to the control of the board of directors, and the Treasurer shall chair the Endowment Committee.

SECTION 5.12. Compensation. Directors shall not receive any compensation for their services, but by resolution of the board, a reasonable sum for expenses of attendance may be allowed for attendance at each regular or special meeting of the board. No officer shall receive compensation for serving as an officer of the corporation.

SECTION SIX STANDING COMMITTEES

SECTION 6.1. Enumeration and General Rules. Committees to help in carrying out the work of the Corporation will be appointed as necessary by the President. The following are the Standing Committees: Advocacy, Board Development, Endowment, Executive, Marketing/Development, and Friends Councils. Standing Committees shall meet at least quarterly, either in association with Director's meetings or at other times. Every director will serve on his or her Friends Council in their region, and on at least one other standing

committee. Committee members may participate in meetings electronically as necessary. The Board may elect persons to serve on the committees who are not directors of the Board of Directors in a number not to exceed a majority of that committee. The General Manager of IdahoPTV shall designate IdahoPTV employees and others, with the President's consent, to provide support and other administrative services for all committees in a manner consistent with the provisions of any operating agreement between the corporation and IdahoPTV.

SECTION 6.2. Executive Committee. There shall be an executive committee, composed of the officers, which shall have the powers of the board of directors between meetings. The actions of the executive committee shall be submitted to the board for ratification at its next meeting.

Section 6.3. Advocacy. To develop and implement strategies for supporting the mission and service of IdahoPTV before lawmakers and the general public through testimony before local, state and national legislative committees, meeting with lawmakers, developing a volunteer speaker's bureau, providing volunteer support for Idaho Public Television, and such other measures as may help to advance the Idaho Public Television mission through advocacy.

SECTION 6.4. Board Development. To recommend policies on director participation, giving, and involvement, to facilitate an annual self-review of performance of those policies by each director, to conduct Board planning and director training, and to present slates of officers and directors at the Annual Meeting of the Board of Directors that represent diverse people and geographic regions and meet the mission of the Corporation in the roles of advocacy, board development, endowment, and marketing/development. This committee will organize Board trainings, retreats, and strategic planning.

SECTION 6.5. Endowment Committee. The Endowment Committee shall be chaired by the Treasurer of the Board and will include the General Manager of IdahoPTV as a non-voting ex-officio member. The committee will implement financial and fiscal policy consistent with all applicable regulatory requirements for all funds donated to the corporation for the support of Idaho Public Television by individuals, corporations, or foundations, make such funds available to Idaho Public Television on a timely basis, and satisfy itself that contributed funds are properly disbursed. It will regularly report on the status of receipts, funds, and investments to the Board of Directors. The Endowment Committee shall have charge of funds held by the Corporation or any appurtenant Foundation.

SECTION 6.6. Marketing/Development. The Marketing/Development committee will include as an ex-officio, non-voting member the Marketing/Development Director of Idaho Public Television. This committee will identify and develop financial support for Idaho Public Television from individuals, corporations, and foundations through peer identification and review, cultivation, stewardship, gift solicitation, and such other

measures as may help to advance the Idaho Public Television mission through funds development.

SECTION 6.7. Friends Councils. The three Friends Councils representing The Regions of Idaho Public Television will be responsible for ascertainment of critical issues within their regions and the reporting of such issues to the full board of directors.

SECTION 6.8. Special Committees. Special committees shall be appointed by the president with the approval of the executive committee which shall designate their powers and term of each committee's appointment.

SECTION SEVEN VOTING STOCK HELD BY THE CORPORATION

Unless other wise ordered by the board of directors, the president shall have full power and authority on behalf of the corporation to vote either in person or by proxy at any meeting of stockholders of any corporation in which this corporation may hold stock, and at any such meeting may possess and exercise all of the rights and powers incidental to the ownership of such stock with which, as the owner thereof, this corporation might have possessed and exercised if present. The board of directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

SECTION EIGHT FISCAL YEAR

The fiscal year of the corporation shall commence on July 1 of each year and end on June 30.

SECTION NINE PROHIBITION AGAINST SHARING OF CORPORATE EARNINGS

No board member, officer of, employee of, or member of a committee or person connected with the corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation; and no such person or persons shall be entitled to share in the distribution of any of the corporation assets upon the dissolution of the corporation. All directors of the corporation shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, the assets of the corporation, after all debts have been satisfied, then remaining in the hands of the board of directors shall be distributed, transferred,

conveyed, delivered and paid over, in such amounts as set forth in SECTION VII of the Restated Articles of Incorporation.

SECTION TEN INDEMNIFICATION

No director of the Board of Directors and no officer duly appointed by the Board shall have any personal liability for acts performed in his official capacity in good faith, nor shall any such director or officer be liable for nonfeasance or misfeasance in the performance of his duties, but only in case of malfeasance. The corporation shall indemnify the directors of its Board of Directors, its officers, and agents against any and all expenses and liabilities, including attorney's fees and other costs, which they or any of them incur in connection with any suit or suits which may be brought against them or any of them involving or pertaining to any of their official acts or duties (which it be alleged that such acts are ultra vires or otherwise), provided only that in such suit or suits no personal liability is finally established against them incident to any act of malfeasance on their part. This provision shall not be deemed to prevent compromise of any such litigation when such compromise is deemed advisable.

SECTION ELEVEN EMPLOYEES

The corporation shall have no employees. At the discretion of the board, it may contract for the administrative and other services necessary to maintain its affairs from Idaho Public Television or from outside agencies, professionals, institutions or consultants.

SECTION TWELVE AMENDMENTS

Amendments to these Bylaws shall be approved by a two-thirds majority vote of the directors of the Board: 1) at any meeting, provided that notice of consideration of the proposed amendment has been given at least seven calendar days in advance of the meeting or 2) by email or written ballot.

SECTION THIRTEEN DISSOLUTION

The corporation shall not be dissolved except following the favorable vote of two-thirds of the directors having voting rights at a meeting duly called for the purpose. Upon dissolution all assets belonging to the corporation, after due provision for any liabilities then

outstanding and unpaid, shall be paid first to any successor corporation and if none to Idaho Public Television or its successor in interest, if any. If Idaho Public Television is no longer in existence and has no successor in interest, then the net assets shall be paid over to the Idaho State Board of Education to provide public television broadcasting services to the residents of Idaho.

Revision History: January 22, 2008

The Friends of Idaho Public Television, Inc.

Conflicts of Interest Policy

A. **Purpose.** The purpose of this Conflicts of Interest Policy is to protect The Friends of Idaho Public Television, Inc.'s ("Friends of IPTV") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or committee member of the Friends of IPTV. Such transactions may include services provided by the Friends of IPTV, purchase of services and/or tangibles from a vendor; and/or access to specialized or privileged information which can be used for personal gain. This policy is intended to supplement but not replace any Idaho laws governing conflicts of interest applicable to nonprofit and charitable corporations.

B. **Applicability.** This Policy applies to any transaction or arrangement between the Friends of IPTV and any "interested person".

An "interested person" is a director, officer or member of a committee with board-delegated powers who has a direct or indirect "financial interest".

A "financial interest" is:

1. An ownership or investment interest in any entity with which the Friends of IPTV has a transaction or arrangement;
2. A compensation arrangement with the Friends of IPTV or with any entity or individual with which the Friends of IPTV has a transaction or arrangement; or
3. Being an officer, director, employee or agent of any entity or individual with which the Friends of IPTV has a transaction or arrangement.

Compensation includes direct and indirect remuneration and gifts or favors which are substantial in nature.

C. **Determination of a Conflict of Interest.** With respect to any proposed transaction or arrangement between the Friends of IPTV and any entity or individual being considered by the board of directors or any committee with board-delegated powers:

1. Any interested person shall disclose any financial interest and all material facts related thereto to the board or committee as soon as the interested person becomes aware of a possible conflict of interest.
2. Upon the disclosure by an interested person of a financial interest and all material facts relating thereto and discussion with the interested person, he or she shall leave the meeting while the remaining members of the board or committee discuss the matter and determine, by majority vote without the interested person voting,

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whether or not the financial interest of the interested person constitutes a conflict of interest.

D. Addressing a Conflict of Interest. If a conflict of interest is determined to exist, then the board or committee shall:

1. Require the interested person to leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest; provided, however, that the interested person may make a presentation at the meeting prior to leaving;
2. Appoint, if it deems appropriate, a non-interested person or committee to investigate alternatives to the proposed transaction or arrangement; and
3. Determine, by a majority vote without the interested person voting, that the transaction or arrangement is in the Friends of IPTV's best interests and for its own benefit; is fair and reasonable to the Friends of IPTV, and, after exercising due diligence, determine that the Friends of IPTV cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances.

Any interested person who violates this Conflict of Interest Policy shall be subject to appropriate discipline, including removal from office.

E. Recording Conflicts of Interest. The minutes of all board meetings and the meetings of all committees with board-delegated powers shall include:

1. The names of the persons who disclose financial interests, the nature of the financial interests and whether the board or committee determined that there was a conflict of interest; and
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of these discussions, including any alternatives to the proposed transaction or arrangement; and a record of the vote.

F. Distribution of Conflict of Interest Policy.

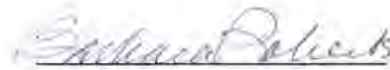
1. At the first board meeting following the annual board meeting, and at the first meeting of each committee with board-delegated powers following the annual board meeting, a copy of the Friends of IPTV's current Conflicts of Interest Policy shall be distributed to all directors and committee members.
2. On or before the date of the second board or committee meeting following the annual board meeting, each director and committee member shall sign and return to the secretary of the board a written statement that he or she:
 - a. Has received a copy of the Conflicts of Interest Policy;
 - b. Has read and understands the Policy;

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- c. Agrees to comply with the Policy;
- d. Understands that the Policy applies to all committees and subcommittees having board-delegated powers; and
- e. Understands that the Friends of IPTV is a charitable organization and that in order to maintain its tax-exempt status, it must continuously engage primarily in activities which accomplish one or more of its tax-exempt purposes.

G. **Periodic Reviews.** At the first board meeting following the annual board meeting, and at the first meeting of each committee with board-delegated powers following the annual board meeting, and at such other times as the board or committee may deem appropriate, the board or committee shall conduct a review of the Friends of IPTV's activities to ensure that the Friends of IPTV is operating in a manner consistent with accomplishing its charitable purposes and that its operations do not result in private inurement or impermissible benefit to private interests.

Adopted by the Board of Directors of The Friends of Idaho Public Television, Inc. on February 6, 2009.



Barbara Roberts, Secretary

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY Employment Agreement – Head Football Coach	Motion to approve
2	UNIVERSITY OF IDAHO Faculty/Tenure Policy Changes	Motion to approve
3	AMENDMENT TO BOARD POLICY Section II.G.6.i - Tenure for Academic Administrators – 1 st Reading	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOISE STATE UNIVERSITY

SUBJECT

Approval of a New Employment Agreement and Addendum with Chris Petersen and Related Changes to the Deferred Compensation Plan

REFERENCE

February 2007	Board approves five year contract for Chris Petersen
October 2007	Board amends compensation section of the contract
December 2009	Board approves deferred compensation plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-107C

BACKGROUND/DISCUSSION

Chris Petersen is the Head Football Coach at Boise State University. Following the end of the 2009 season, the University and Mr. Petersen entered into contract negotiations.

The pertinent terms of the proposed contract are as follows:

Term: Five years (February 1, 2010 – January 31, 2015). This agreement also includes a “rolling five year” contract extension clause in any season where the football team wins at least eight games. Section 2.3 of the Agreement provides that an eight win season will add one year to the contract.

Regular Compensation:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2010 – January 31, 2011	\$1,044,053
February 1, 2011 – January 31, 2012	\$1,140,000
February 1, 2012 – January 31, 2013	\$1,240,000
February 1, 2013 – January 31, 2014	\$1,340,000
February 1, 2014 – January 31, 2015	\$1,440,000

Any extension years from Section 2.3 will raise the compensation by \$50,000 per extension year added.

The University will also pay Mr. Petersen a one-time payment of \$10,500 upon the execution of the new Contract as recognition of Mr. Petersen’s Bear Bryant Coach of the Year recognition award for the second time.

Additional Pay for Performance:

\$75,000 for winning the conference championship; or

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

\$35,000 for a post season bowl appearance without a conference championship; or
\$125,000 if the football team participates in any one of the five Bowl Championship Series (BCS) games.

Academic Incentive Pay: \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Public Relations Account: \$7,500 annually to be used for reimbursement of meals and other activities relating to furtherance of the business of the university.

Longevity Incentives: As long as Mr. Petersen remains continuously employed through the end of each contract year (February 1), then he is eligible to receive the following payments:

February 1, 2011	\$200,000
February 1, 2012	\$100,000
February 1, 2013	\$100,000
February 1, 2014	\$100,000
February 1, 2015	\$100,000

Supplemental Compensation: The university will allow the coach the opportunity to earn supplemental compensation by participating in youth football camps.

Deferred Compensation Plan: The University will, twice per year, make contributions to the deferred compensation plan the Board established for the benefit of Mr. Petersen. The total payment each year cannot exceed the lesser of the amount allowed by the IRS under section 401(a)(17) or \$250,000. The current 401(a)(17) limit is \$245,000, so in the first year of the contract the University will make two payments totaling \$245,000 to the deferred compensation plan. Future years will be no more than \$250,000.

Buy-Out Provision: If Mr. Petersen terminates his employment agreement prior to 1/31/2015, he will be required to pay \$650,000 as repayment of compensation, benefits and perquisites paid in anticipation that he would serve the entirety of the term of the agreement. Provided, however, that Mr. Petersen will not be obligated to make said payment if he leaves for a position in one of the following areas: as a coach in NCAA Division II, NCAA Division III or NAIA football, as an assistant coach in a Football Bowl Subdivision (FBS) or Football Championship Subdivision (FCS) university outside the conference in which Boise State is then a member, or in sports related media.

IMPACT

The contract will confirm the continuity of the program and ensure stability in the relationship with Mr. Petersen. The contract will provide for additional years of

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

contract service and raises following the continued success of the program. Also, an important change from the prior agreement is that the performance increases for Mr. Petersen are now set in their amount and are no longer percentage increases based on prior year performance.

No portion of Mr. Petersen's compensation comes from State appropriated General Funds.

ATTACHMENTS

Attachment 1 – Proposed Contract Base	Page 5
Attachment 1a – Proposed Contract Base (redline)	Page 19
Attachment 2 – Proposed Contract Addendum #1	Page 33
Attachment 2a – Proposed Contract Addendum #1 (redline)	Page 39
Attachment 3 – Boise State University Section 403(b) Base Plan	Page 45

STAFF COMMENTS AND RECOMMENDATION

This is a new Employment Agreement and Addendum for Chris Petersen, which revises the terms and compensation amounts since his contract was last amended by the Board.

Attachments 1 and 1a ("Employment Agreement") contain the terms, duties, responsibilities and conditions of employment. Attachments 2 and 2a ("Addendum #1") contain additional terms and compensation.

The general terms and compensation amounts are summarized in the Background/ Discussion, above. Mr. Petersen's annual compensation, not including additional pay for performance, would be as follows:

Contract Year Ending	Regular Compensation	Deferred Compensation	Total Guaranteed Compensation	Longevity Incentive	TOTAL
1/31/2011	\$1,044,053	\$245,000	\$1,289,053	\$200,000	\$1,489,053
1/31/2012	\$1,140,000	\$250,000	\$1,390,000	\$100,000	\$1,490,000
1/31/2013	\$1,240,000	\$250,000	\$1,490,000	\$100,000	\$1,590,000
1/31/2014	\$1,340,000	\$250,000	\$1,590,000	\$100,000	\$1,690,000
1/31/2015	\$1,440,000	\$250,000	\$1,690,000	\$100,000	\$1,790,000

Mr. Petersen would also receive a one-time payment \$10,500 in 2010 for receiving a coach of the year award.

At its November 2009 meeting the Board approved the University's Section 403(b) Base Plan (see Attachment 3) and Section 415(m) Qualified Governmental Excess Benefit Plan. Section 12 of Addendum #1 incorporates by reference the Base Plan and Excess Plan and establishes the payment schedule into the deferred compensation plans. Contributions to the Base Plan are structured as a percentage of salary, but the plan cannot consider compensation in excess of the compensation limit in Section 401(a)(17), which is \$245,000 for

BUSINESS AFFAIRS AND HUMAN RESOURCES
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2010. Contributions to the Base Plan cannot exceed the limit (\$49,000 for 2010) on plan contributions (as set by Internal Revenue Code Section 415) when added to other section 403(b) contributions Mr. Petersen has for the year. The Excess Plan is designed to receive the contributions in excess of the Section 415 limit.

The University used the Board's tax counsel to draft amendments to the Section 403(b) Base Plan needed to conform to the new contract. The University's tax attorney will be submitting the Section 403(b) and Section 415(m) Plans to the Internal Revenue Service (IRS) for Private Letter Rulings (PLRs). PLRs are taxpayer-specific rulings provided by the IRS in response to requests made by a taxpayer. Federal law stipulates that PLRs cannot be used or cited as precedent. Staff recommends that the Board consider and take timely action on any Plan amendments requested by the IRS.

BOARD ACTION

A motion to approve the request by Boise State University to enter into a new Employment Agreement with Chris Petersen as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the revisions to the deferred compensation plan as submitted, subject to the conditions and limitations set forth below:

1. The Plans are adopted subject to IRS approval; and
2. The Board cannot guarantee the tax consequences of the plans pending IRS action.
3. The Board authorizes the University to execute on its behalf applications for IRS Private Letter Rulings with respect to the plans.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**EMPLOYMENT AGREEMENT
2010-2015**

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on February 1, 2010 and terminating, without further notice to Coach, on January 31, 2015 unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

2.3. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8) regular season (not including bowl games) victories. Meaning, one (1) additional year is added for each eight (8) win season.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) regular season games. If any season results in less than eight (8) regular season victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a season with eight (8) regular season victories follows such year or a potential rolling three (3) year term if a subsequent season is less than eight (8) victories. Subsequent seasons of eight (8) victories or more, or less than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary as set forth in the attached Addendum section 7, generally payable in biweekly installments in accordance with normal University procedures (except as provided in 3.2.2 and in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Compensation terms. As set forth in the attached Addendum.

3.2.1 Any additional or supplemental compensation paid to Coach may be accompanied with a detailed justification for the compensation and such justification

shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation (Addendum section 7) hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 SUMMER CAMP—OPERATED BY UNIVERSITY. Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and except to the extent required by the terms and conditions of a specific fringe benefit program.

3.4 Additional Compensation. Coach may be eligible (as provided in the terms of the Addendum) to receive additional pay for performance, academic incentive pay, longevity payments and deferred compensation as set forth in Addendum sections 7.d, 8, 9, 12 and 13.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual;

(d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 24 hours prior to such activity.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major or repetitive violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to continue to pay Coach, as liquidated damages and not a penalty, the then applicable regular compensation as set forth in sections 3.1.1 and 3.2.2 (and the attached Addendum sections 7 and 13) only (with no future increases), excluding all deductions required by law, on the regular paydays of the

University (and the listed contribution dates in Addendum section 13) until the term of this Agreement (as the term then exists with earned extensions (if any) pursuant to section 2.3 but without further opportunity to earn additional extensions pursuant to section 2.3) ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1 and 3.2.2 (before deductions required by law) by the gross compensation paid to the Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law (a "Severance Reduction"). In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation under this Agreement or the Addendum or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 The parties acknowledge that the Internal Revenue Service has announced in Notice 2007-62 that it will provide guidance under Internal Revenue Code section 457(f) (the "IRS Guidance") that may result in some or all of the payments described in this section 5.2.2 to be taxable to Coach before the scheduled payment date. To the extent the IRS Guidance so applies and amounts payable hereunder are not grandfathered in the opinion of the University's counsel, the University shall pay the Applicable Portion (as defined below) of amounts due under section 5.2.2 before the

scheduled payment date (a "Tax Distribution"). Each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. Any Severance Reduction that occurs after a Tax Distribution shall be applied first to reduce amounts that are taxable when paid and then to amounts that have previously been taxed. If a Severance Reduction applies and the remaining amounts payable hereunder are not sufficient to fully apply such reduction because of a Tax Distribution, then Coach shall pay the University such deficiency in equal installments over the remainder of the payment term. If the University's counsel deems it necessary, the parties shall also work in good faith to amend this Agreement to comply with the IRS Guidance in a manner that maintains the economic arrangement of section 5.2.2 to the maximum extent possible and is in the best interests of the University and Coach generally. The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under Code section 457(f). All payments under this section 5.2 will be made in accordance with the requirements of Internal Revenue Code section 409A, and there will be no acceleration or deferral of payments except as permitted under Internal Revenue Code section 409A

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to January 31, 2015 and at any time on or before January 31, 2015 commences Impermissible Employment (as defined in this section 5.3.3), then the Coach, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as head coach of the Team through January 31, 2015, shall be obligated to pay to the University the sum of \$650,000; this payment shall be due and payable within ninety (90) days of the effective date of the commencement of Impermissible Employment, and any unpaid amount shall bear simple interest at the rate twelve (12) percent per annum until paid. For purposes of this Section 5.3.3, "Impermissible Employment" means employment in football, coaching or any capacity in sports (whether by title of the position or by performing the duties regularly associated

with such Impermissible Employment), other than employment (a) as a coach in NCAA Division II, NCAA Division III or NAIA football, (b) as an assistant coach in Division I (FBS or FCS) football at a college or university outside the conference in which the University is then a member, or (c) in sports related media.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing provision imposing a repayment obligation on Coach, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, that the University will lose the benefit of its investment in the Coach, and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which amounts are extremely difficult to determine with certainty. The parties further agree that the payment of this obligation by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for any and all damages and injury suffered by it because of such termination by Coach. The Coach's repayment obligation is not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive any form of compensation described in herein and in the attached Addendum that he has not earned or accrued based his service through the effective date of his termination.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability and Survival. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect. To the extent necessary to enforce a term of this Agreement after the expiration or termination of this Agreement, the relevant and necessary terms shall survive such expiration or termination.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
 1910 University Drive
 Boise, Idaho 83725-1020

with a copy to: President
 1910 University Drive

Boise, Idaho 83725-1000

the Coach: Chris Petersen
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

ATTACHMENT 1

UNIVERSITY

COACH

Robert Kustra, President Date

Chris Petersen Date

Approved by the Board on the ____ day of _____, 2010.

EMPLOYMENT AGREEMENT
2010-2015

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a ~~Division I-A~~ NCAA Football Bowl Subdivision head football coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on February 1, ~~2007~~2010 and terminating, without further notice to Coach, on January 31, ~~2012~~2015 unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

2.3. Extensions to Initial Term. The term of this Agreement shall be extended

by one (1) additional year for each season in which the football team has at least eight (8) regular season (not including bowl games) victories. Meaning, one (1) additional year is added for each eight (8) win season.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) regular season games. If any season results in less than eight (8) regular season victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a season with eight (8) regular season victories follows such year or a potential rolling three (3) year term if a subsequent season is less than eight (8) victories. Subsequent seasons of eight (8) victories or more, or less than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary as set forth in the attached Addendum; section 7, generally payable in biweekly installments in accordance with normal University procedures (except as provided in 3.2.2 and in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty—exempt, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental—Compensation terms. As set forth in the attached Addendum.

3.2.1 Any ~~such~~ additional or supplemental compensation paid to Coach ~~shall~~ may be accompanied with a detailed justification for the ~~supplemental~~ compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation (Addendum section 7) hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 SUMMER CAMP—OPERATED BY UNIVERSITY. Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA

rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and except to the extent required by the terms and conditions of a specific fringe benefit program.

3.4 Additional Compensation. Coach may be eligible (as provided in the terms of the Addendum) to receive additional pay for performance, academic incentive pay, longevity payments and deferred compensation as set forth in Addendum sections 7.d, 8, 9, 12 and 13.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach

shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of

higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without ~~the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.~~ giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 24 hours prior to such activity.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major or repetitive violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to continue to pay Coach, as liquidated damages and not a penalty, the “total salary” then applicable regular compensation as set forth in sections 3.1.1 and 3.2.2 (and the attached Addendum sections ~~3-k7~~ and ~~7-e13~~) only (with no future increases), excluding all deductions required by law, on the regular paydays of the University (and contribution days in Addendum section 13) until the term of this Agreement (as the term then exists with earned extensions (if any) pursuant to section 2.3 but without further opportunity to earn additional extensions pursuant to section 2.3) ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1 and 3.2.2 (before deductions required by law) by the gross compensation paid to the Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law (a "Severance Reduction"). In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation under this Agreement or the Addendum or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute

adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 The parties acknowledge that the Internal Revenue Service has announced in Notice 2007-62 that it will provide guidance under Internal Revenue Code section 457(f) (the "IRS Guidance") that may result in some or all of the payments described in this section 5.2.2 to be taxable to Coach before the scheduled payment date. To the extent the IRS Guidance so applies and amounts payable hereunder are not grandfathered in the opinion of the University's counsel, the University shall pay the Applicable Portion (as defined below) of amounts due under section 5.2.2 before the scheduled payment date (a "Tax Distribution"). Each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. Any Severance Reduction that occurs after a Tax Distribution shall be applied first to reduce amounts that are taxable when paid and then to amounts that have previously been taxed. If a Severance Reduction applies and the remaining amounts payable hereunder are not sufficient to fully apply such reduction because of a Tax Distribution, then Coach shall pay the University such deficiency in equal installments over the remainder of the payment term. If the University's counsel deems it necessary, the parties shall also work in good faith to amend this Agreement to comply with the IRS Guidance in a manner that maintains the economic arrangement of section 5.2.2 to the maximum extent possible and is in the best interests of the University and Coach generally. The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under Code section 457(f). All payments under this section 5.2 will be made in accordance with the requirements of Internal Revenue Code section 409A, and there will be no acceleration or deferral of payments except as permitted under Internal Revenue Code section 409A

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the

termination. If the Coach terminates this Agreement for his convenience prior to January 31, 2015 and ~~pursues employment in football, coaching or any capacity in sports he shall pay to the University, as liquidated damages and not a penalty, for the breach of at any time on or before January 31, 2015 commences Impermissible Employment (as defined in this section 5.3.3), then the Coach, as a repayment of compensation, benefits and perquisites paid to him under this Agreement the following sum: (a) if the Agreement is terminated before the final game in anticipation by the University that he would serve as head coach of the 2009 football season (including a bowl game), Team through January 31, 2015, shall be obligated to pay to the University the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2009 football season (including a bowl game) but before the final game of the 2010 football season (including a bowl game), the sum of \$550,000.00. The liquidated damages; this payment shall be due and payable within ten—(10) ninety (90) days of the effective date of the termination commencement of Impermissible Employment, and any unpaid amount shall bear simple interest at a the rate twelve (12) percent per annum until paid.- For purposes of this Section 5.3.3, “Impermissible Employment” means employment in football, coaching or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such Impermissible Employment), other than employment (a) as a coach in NCAA Division II, NCAA Division III or NAIA football, (b) as an assistant coach in Division I (FBS or FCS) football at a college or university outside the conference in which the University is then a member, or (c) in sports related media.~~

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing ~~liquidated damages provision imposing a repayment obligation on Coach, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach and, that the University will lose the benefit of its investment in the Coach, in addition to and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which damages amounts are extremely difficult to determine with certainty.-~~ The parties further agree that the payment of ~~such liquidated damages this obligation~~ by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for ~~the any and all damages and injury suffered by it because of such termination by Coach. The liquidated damages are Coach’s repayment obligation is~~ not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive ~~all supplemental compensation and other payments~~ any form of compensation described in herein and in the attached Addendum that he has not earned or accrued based his service through the effective date of his termination.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the

Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability; and Survival. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect. To the extent necessary to enforce a term of this Agreement after the expiration or termination of this Agreement, the relevant and necessary terms shall survive such expiration or termination.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	President 1910 University Drive Boise, Idaho 83725-1000
the Coach:	Chris Petersen Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Robert Kustra, President Date

Chris Petersen Date

Approved by the Board on the ____ day of _____, ~~2007~~2010.

ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT – 2010 to 2015

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2010, subject to the approval of the State Board of Education.
2. The COACH is hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
 - a. "Position" will mean the position described in paragraph 2, above.
 - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
 - c. "Program" shall mean the Football program.
 - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
 - e. "NCAA" means the National Collegiate Athletic Association.
 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
 - f. "Athletic Director" means the BSU Director of Athletics or his designee.
 - g. "Coaching" means to direct and supervise the athletes participating in the program.
 - h. "BAA" means the Bronco Athletic Association.
 - i. "Post-season" means participation in a Bowl game.
 - j. "BCS" mean the Bowl Championship Series organization.
4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence February 1st, 2010 and shall continue until the Agreement terminates on the 31st day of January, 2015; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Regular Compensation: COACH will be compensated for services (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2010 – January 31, 2011	\$1,044,053
February 1, 2011 – January 31, 2012	\$1,140,000
February 1, 2012 – January 31, 2013	\$1,240,000
February 1, 2013 – January 31, 2014	\$1,340,000
February 1, 2014 – January 31, 2015	\$1,440,000

Pursuant to Section 2.3 of the Agreement, for each additional year added to the term of this Agreement, Coach shall receive a \$50,000 increase in Regular Compensation beginning February 1 of each additional year so added.

The Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.

a. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

b. Coach of the Year. For receiving a second "Bear Bryant Coach of the Year" award, the University shall make a one-time payment of \$10,500 to COACH upon execution of this Agreement.

8. Additional Pay based upon performance (Agreement section 3.2.1) relating to regular season and post season competition shall be based on one of the following (whichever is greater):

- (i) \$75,000 for winning the conference championship; or,
- (ii) \$35,000 for a post season bowl appearance without a conference championship; or,
- (iii) \$125,000 if the football team participates in any one of the five BCS bowl games.

Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any pay earned pursuant to this section shall be paid on October 1st each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the

furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH longevity incentives if the following conditions are met:

- a. If COACH stays employed in the position until February 1, 2011 without being in material breach the University will pay the sum of \$200,000 to the COACH.
- b. If COACH stays employed in the position until February 1, 2012 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- c. If COACH stays employed in the position until February 1, 2013 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- d. If COACH stays employed in the position until February 1, 2014 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- e. If COACH stays employed in the position until February 1, 2015 without being in material breach the University will pay the sum of \$100,000 to the COACH.

13. Certain Contributions to a Section 403(b) Plan and Excess Benefit Plan: In addition to other retirement plans sponsored by the University that are available to COACH, the University shall make nonforfeitable contributions to COACH's account under The Boise State University Section 403(b) Base Plan ("Base Plan") for the each calendar year of COACH's employment as provided in this section 13. The University contributions to COACH's account under the Base Plan shall (except as limited by section 415(c) of the Internal Revenue Code, as amended ("Code")) be equal to the following percentages (but in no case to exceed \$250,000) of his Base Plan allowable compensation (as compensation is defined in the Base Plan and as it is limited by section 401(a) (17) of the Code) for such years, provided that COACH is continuously employed by the University up to and including each of the dates listed for each year and is not in material breach of this Agreement:

2010 - 50% on 7/15/2010 and 50% on 12/31/2010*

2011 - 50% on 7/15/2011 and 50% on 12/31/2011*

2012 - 50% on 7/15/2012 and 50% on 12/31/2012*

2013 - 50% on 7/15/2013 and 50% on 12/31/2013*

2014 - 50% on 7/15/2014 and 50% on 12/31/2014*

(*Note: Provided, however, that, subject to and in accordance with the terms of the Plan, if the Agreement is terminated due to any reason, with or without cause, during the course of the year, then the University will only make the prorated contribution attributed to the length of service performed so far for the calendar year in which the Agreement is so terminated.)

If in any year, the contribution percentage listed above would cause the Base Plan contribution to exceed the maximum limits for contributions to the Base Plan as set forth under section 415(c) of the Code, then such excess amounts shall be handled in a manner set forth under The Boise State University Qualified Governmental Excess Benefit Plan ("Excess Plan"). Notwithstanding anything to the contrary, the Base Plan and the Excess Plan shall be incorporated into the Agreement by reference and their terms shall override any inconsistent terms of the Agreement. Contributions to the Base Plan and the Excess Plan will be made as soon as administratively feasible after the University determines the COACH has satisfied the eligibility requirements for the contributions.

COACH

BOISE STATE UNIVERSITY

Chris Petersen
Head Football Coach

By: _____
Robert W. Kustra
President

Date

Date

Approved by the State Board of Education on the ____ day of _____, 2010.

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ADDENDUM NO. 21 TO EMPLOYMENT AGREEMENT – 2010 to 2015

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of ~~October, 2009~~ February, 2010, subject to the approval of the State Board of Education and ~~replaces the Addendum No. 1 to Employment Agreement dated the 1st day of February, 2007.~~
2. The COACH is ~~being~~ hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
 - a. "Position" will mean the position described in paragraph 2, above.
 - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
 - c. "Program" shall mean the Football program.
 - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
 - e. "NCAA" means the National Collegiate Athletic Association.
 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
 - f. "Athletic Director" means the BSU Director of Athletics or his designee.
 - g. "Coaching" means to direct and supervise the athletes participating in the program.
 - h. "BAA" means the Bronco Athletic Association.
 - i. "Post-season" means participation in a Bowl game.
 - j. "BCS" mean the Bowl Championship Series organization.
 - k. ~~"Total Salary" means the total of the base salary and supplemental compensation as described in sections 7.a, 7.b and 7.c in any one year period.~~

4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence ~~October~~February 1st, 2009~~2010~~ and shall continue until the Agreement terminates on the 31st day of January, ~~2012~~2015; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. ~~Compensation: COACH will be compensated for services under the Agreement~~
~~more~~ _____ ~~specifically~~ _____ ~~as~~ _____ ~~follows:~~

~~a. Regular Compensation. A base salary (state appropriated funds) as referred to in section 3.1 of the Agreement shall be based on an annualized rate as follows:~~

<u>YEAR</u>	<u>COMPENSATION</u>
October 1, 2009 – January 31, 2010	\$150,000 (annualized)

~~b. Supplemental Compensation. Additional compensation (from media/public appearance/non-state funds) as referred to in section 3.2.2 of the Agreement shall be based on an annualized rate as follows:~~

<u>YEAR</u>	<u>COMPENSATION</u>
October 1, 2009 – January 31, 2010	\$837,650 (annualized)

~~c. Total Salary (total of a. and b. annualized rate above) is \$987,650.~~

~~Regular Compensation: COACH will be compensated for services (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:~~

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2010 – January 31, 2011	\$1,044,053
February 1, 2011 – January 31, 2012	\$1,140,000
February 1, 2012 – January 31, 2013	\$1,240,000
February 1, 2013 – January 31, 2014	\$1,340,000
February 1, 2014 – January 31, 2015	\$1,440,000

Pursuant to Section 2.3 of the Agreement, for each additional year added to the term of this Agreement, Coach shall receive a \$50,000 increase in Regular Compensation beginning February 1 of each additional year so added.

The ~~Total Salary~~Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.

~~d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:~~

~~◆ 8 wins = 5% increase in total salary~~

- ◆ ~~10 wins = 10% increase in total salary~~
- ◆ ~~12 wins = 19% increase in total salary~~

~~Such increases shall be paid as additional Supplemental Compensation under section 7.b of this Addendum and section 3.2.2 of the Agreement.~~

~~—e__a.~~ Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

b. Coach of the Year. For receiving a second "Bear Bryant Coach of the Year" award, the University shall make a one-time payment of \$10,500 to COACH upon execution of this Agreement.

8. Supplemental pay ~~_____~~ Additional Pay based upon performance (Agreement section 3.2).

~~—a.~~ Supplemental pay relating to post-season national rank shall be the greater of the _____ following:

- (i) ~~1/12th of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,~~
- (ii) ~~1/12th of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.~~

b. ~~Supplemental pay~~ relating to regular season and post season competition shall be based on one of the following: (whichever is greater):

- (i) ~~1/12th of Total Salary~~ \$75,000 for winning the conference championship; or,
- (ii) ~~5% of Total Salary~~ \$35,000 for a post season bowl appearance without a conference championship; or,
- (iii) ~~\$100~~ 125,000 if the football team participates in any one of the five BCS bowl games.

~~—Any supplemental~~ additional pay for performance earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any ~~supplemental~~ pay earned pursuant to this section shall be paid on October 1st each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12.12. Longevity Incentive: The University will pay to COACH longevity incentives if the following conditions are met:

- a. If COACH stays employed in the position until February 1, 2011 without being in material breach the University will pay the sum of \$200,000 to the COACH.
- b. If COACH stays employed in the position until February 1, 2012 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- c. If COACH stays employed in the position until February 1, 2013 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- d. If COACH stays employed in the position until February 1, 2014 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- e. If COACH stays employed in the position until February 1, 2015 without being in material breach the University will pay the sum of \$100,000 to the COACH.

13. Certain Contributions to a Section 403(b) Plan and Excess Benefit Plan: In addition to other retirement plans sponsored by the University that are available to COACH, the University shall make nonforfeitable contributions to COACH's account under The Boise State University Section 403(b) Base Plan ("Base Plan") for the ~~2009, 2010, 2011 and 2012~~ each calendar ~~years~~ year of COACH's employment as provided in this section ~~42.13~~. The University contributions to COACH's account under the Base Plan shall (except as limited by section 415(c) of the Internal Revenue Code, as amended ("Code")) be equal to the following percentages (but in no case to exceed \$250,000) of his Base Plan allowable compensation (as compensation is defined in the Base Plan and as it is limited by section 401(a) (17) of the Code ~~[which for the year 2009 is \$245,000])~~) for such years, provided that COACH is continuously employed by the University up to and including each of the dates listed for each year and is not in material breach of this Agreement:

~~2009 (12/15/2009)~~ 51%

~~2010 (12/15/2010)~~ 56%

~~2011 (12/31/2011)*~~ 100%

~~2012 (12/31/2011)*~~ 64%*

~~(*Note: COACH must remain continuously employed through December 31, 2011 and must agree to coach the bowl game (if any) of the 2011 season to receive the 2011 and 2012 contributions, even if the bowl game is after December 31, 2011)~~

2010 - 50% on 7/15/2010 and 50% on 12/31/2010*

2011 - 50% on 7/15/2011 and 50% on 12/31/2011*

2012 - 50% on 7/15/2012 and 50% on 12/31/2012*

2013 - 50% on 7/15/2013 and 50% on 12/31/2013*

2014 - 50% on 7/15/2014 and 50% on 12/31/2014*

(*Note: Provided, however, that, subject to and in accordance with the terms of the Plan, if the Agreement is terminated due to any reason, with or without cause, during the course of the year, then the University will only make the prorated contribution attributed to the length of service performed so far for the calendar year in which the Agreement is so terminated.)

If in any year, the contribution percentage listed above would cause the Base Plan contribution to exceed the maximum limits for contributions to the Base Plan as set forth under section 415(c) of the Code, then such excess amounts shall be handled in a manner set forth under The Boise State University Qualified Governmental Excess Benefit Plan ("Excess Plan"). Notwithstanding anything to the contrary, the Base Plan and the Excess Plan shall be incorporated into the Agreement by reference and their terms shall override any inconsistent terms of the Agreement. Contributions to the Base Plan and the Excess Plan will be made as soon as administratively feasible after the University determines the COACH has satisfied the eligibility requirements for the contributions.

COACH

Chris Petersen
Head Football Coach

Date

BOISE STATE UNIVERSITY

By: _____
Robert W. Kustra
President

Date

Approved by the State Board of Education on the _____ day of _____, 2010.

THE BOISE STATE UNIVERSITY SECTION 403(b) BASE PLAN

Effective December 1, 2009

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Section 1 Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 Account

The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 Account Balance

The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the earnings or loss of each Annuity Contract or a Custodial Account {net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 Administrator

The Employer or its delegate.

1.4 Annuity Contract

A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the State of Idaho and that includes payment in the form of an annuity.

1.5 Beneficiary

The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 Custodial Account

The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 Code

The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 Disabled

The definition of disability provided in the applicable Individual Agreement.

1.9 Employee

Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.10 Employer

Boise State University

1.11 Funding Vehicles

The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.12 Includible Compensation

An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 32(f), 401(k), 403(b), or 457(b) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.

A former Employee is deemed to have monthly Includible Compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of the next 5 taxable years. The amount of the monthly Includible Compensation is equal to one-twelfth of the former Employee's Includible Compensation during the Employee's most recent year of service. No contribution shall be made after the end of the Employee's fifth taxable year following the year in which the Employee terminated employment.

1.13 Individual Agreement

The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.14 Participant

An Employee who is designated by the Employer to be a Participant.

1.15 Plan

The Boise State University Section 403(b) Base Plan.

1.16 Plan year

The calendar year.

1.17 Related Employer

The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.18 Severance from Employment

For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.19 Vendor

The provider of an Annuity Contract or Custodial Account.

1.20 Valuation Date

Each business day.

Section 2 Contributions

2.1 Contributions

The Employer shall determine its contribution to the Plan for each Plan Year, provided that for the 2009, 2010, 2011, ~~and 2012~~, 2013 and 2014 Plan Years the Employer

contribution allocated to each Participant's Account shall (except as limited by Section 3) equal the following percentages of the Participant's Includible Compensation for such years, provided that the Participant is continuously employed by the Employer up to and including each of the dates listed for each Plan Year (and subsequent periods as specified in an employment agreement with the Employer) and is not in material breach of an employment agreement with the Employer:

2009 (12/15/09)

51%

2010 (12/15/10)

~~50~~6% on 7/15/10

50% on 12/31/10

2011 (12/31/11)

~~40~~50% on 7/15/11

50% on 12/31/11

2012 (12/31/11)

~~64~~50% on 7/15/12

50% on 12/31/13

2013

50% on 7/15/13

50% on 12/31/13

2014

50% on 7/15/14

50% on 12/31/14

If the Participant's employment agreement with the Employer terminates due to any reason, with or without cause during the course of a year, the Employer will make a prorated contribution based on the number of calendar days in the year before the employment agreement terminates, except that no contribution will be made for a year in which the Participant's employment agreement with the Employer terminates due to material breach by the Participant.

All contributions under the Plan are nonforfeitable.

Section 3 Limitations on Annual Additions

3.1 Maximum Annual Addition.

Subject rules of Code section 415(c) as applicable to Code section 403(b) plans, the Annual Addition that may be contributed or allocated to a Participant's Account for a limitation year shall not exceed the lesser of:

- (a) \$49,000, as adjusted for increases in the cost-of-living under Code section 415(d) for periods after 2009, or
- (b) 100 percent of the Participant's Includible Compensation for the Limitation Year.

The Limitation Year is the calendar year. The terms Annual Addition and Includible Compensation are defined for purposes of this limitation by sections of the Code and Treasury Regulations applicable to Code section 403(b) plans.

3.2 Coordination with Other Plans.

The Annual Additions that may be credited to a Participant's Account under this Plan for any Limitation Year will not exceed the maximum described in section 3.1, reduced by the Annual Additions credited to the Participant's Account under any other section 403(b) plans maintained by the Employer in addition to the Plan and any other defined contributions plans maintained by an employer that is controlled by the Participant, provided in the later case that that the Administrator receives sufficient information from the Participant concerning his or her participation in such defined contribution plan. The contributions allocated to a Participant's Account under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

3.3 Incorporation of Section 415 Regulations by Reference.

This Plan incorporates by reference the Final Treasury Regulations under Internal Revenue Code section 415.

Section 4 Benefit Distributions

4.1 Benefit Distributions at Severance From Employment or Other Distribution Event

Except as permitted under Section 7 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

4.2 Small Account Balances

The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

4.3 Minimum Distributions

Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in

accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

4.4 Rollover Distributions

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 5 Rollovers to the Plan and Transfers

5.1 Rollovers to the Plan and Transfers

No rollovers or transfers shall be permitted to be made to the Plan.

Section 6 Investment of Contributions

6.1 Manner of Investment

All amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

6.2 Investment of Contributions

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity

Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

6.3 Current Vendors

The Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 7 Amendment and Plan Termination

7.1 Termination of Contributions

The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

7.2 Amendment and Termination

The Employer reserves the authority to amend or terminate this Plan at any time.

7.3 Distribution Upon Termination of the Plan

The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 8 Miscellaneous

8.1 Non-Assignability

Except as provided in Section 8.2 and 3.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and nontransferable.

8.2 Domestic Relation Orders

Notwithstanding Section 8.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other

dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

8.3 IRS Levy

Notwithstanding Section 8.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

8.4 Tax Withholding

Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

8.5 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

8.6 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

8.7 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan.

For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

8.8 Incorporation of Individual Agreements

The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

8.9 Governing Law

The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

8.10 Headings

Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

8.11 Gender

Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ____ day of _____, _____.

Employer: _____

By: _____

Title: _____

Date signed: _____

Effective Date of the Plan: December 1, 2009

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Promotion and tenure policy changes.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.G.1.d

BACKGROUND/DISCUSSION

University of Idaho policies on promotion and tenure are found in the Faculty-Staff Handbook (FSH). SBOE/Regents policy II.G.1.d(3) states that institutions must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty. SBOE/Regents policy II.G.6.b(2) requires the institutions to develop policies for the acquisition of tenure that are consistent with the general philosophy and policy statement of the Board.

Changes to the University's promotion and tenure policies began in 2006 with the formation of a sub-committee of Faculty Affairs to review and clarify current promotion and tenure processes. In 2007-08 a second sub-committee was formed for further review of the tenure and promotion policy, to simplify the forms, to include interdisciplinary activities, to tie annual evaluations to position descriptions, and to better connect promotion and tenure policies to the University's Strategic Action Plan goals. The attached policy revisions are the outcome of the sub-committee work.

In accordance with University of Idaho policies, the policy change proposals by the sub-committee first went to the Faculty Senate for review and approval and finally to the full Faculty. Approval of the full Faculty occurred at the January 21, 2010 faculty meeting.

IMPACT

The proposed policy changes do not have a direct fiscal impact on the University.

ATTACHMENTS

Attachment 1 – Proposed Revisions to FSH 1565	Page 3
Attachment 2 – Proposed Revisions to FSH 3520	Page 21
Attachment 3 – Proposed Revisions to FSH 3560	Page 33
Attachment 4 – Proposed Revisions to FSH 3570	Page 41

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

The proposed policy changes to the UI faculty-staff handbook include revisions in the sections on Academic Ranks and Responsibilities, Faculty Tenure, Faculty Promotions, and Professional Portfolio. Staff finds that the changes satisfy Board Policy for establishing criteria for initial appointment to faculty rank and for promotion in rank at an institution, and recommends approval.

BOARD ACTION

A motion to approve changes to University of Idaho policies on faculty promotion and tenure as set forth in the materials submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

January 2008

1565

ACADEMIC RANKS AND RESPONSIBILITIES

PREAMBLE: This section defines the various academic ranks, both faculty and non-faculty (e.g. graduate student appointees and postdoctoral fellows), and their responsibilities. Subsections A, C, D, E, F, and I should be read in conjunction with the policy and procedures concerning granting of tenure and promotions in rank which are contained in 3520 and 3560 (subsection I only in conjunction with 3560). Most of the material assembled in this section was a part of the original 1979 Handbook. The material in section I was added July, 1987. The definitions of 'postdoctoral fellow' (J-5), 'graduate assistant' (K-3) and 'research fellow' (K-4) were revised in July 1996. Section J-1, voting rights for lecturers, was changed in July 2001. Section A was substantially revised in July 1994, so as to underline better the importance of both teaching and scholarship. At that time the so-called "Voxman Amendment" (the addition of 'in the classroom and laboratory' to the list of possible venues wherein the evaluation of scholarship might take place) made its first appearance. Section A underwent additional substantial revision in July 1998 and July 2006, always with the hope of creating greater clarity in a complex subject. Extensive revisions along those same lines were made to B (entirely new and in 2008 B was moved to 3570), C, D, and E, in July 1998. Further, less extensive revisions were made to C-1, D-1, and ~~DE-1~~ in July 2000. In July 2008, this section was reorganized to better reflect classifications as stated in FSH 1520 Article II, no substantive changes were made to policy. In 2009 changes were made to reflect changes to the faculty position description and evaluation forms integrating faculty interdisciplinary activities into the evaluation processes. Also, ranks for Associated Faculty in F were removed because they were not comparable to university faculty ranks which require a burdensome promotion process as detailed in 3560. Those currently holding a specific rank in adjunct or affiliate will retain that privilege. Further information may be obtained from the Provost's Office (208-885-6448) ~~or the Office of the Faculty Secretary (208-885-6151).~~ [rev. 7-98, 7-00, 7-01, 7-06, 1-08]

CONTENTS:

- A. Introduction
- B. Definitions
- C. Responsibility Areas
- D. University Faculty
- E. Emeriti
- F. Associated Faculty
- G. Temporary Faculty
- H. Non-Faculty
- I. Qualification of Non-faculty Members for Teaching UI Courses

A. INTRODUCTION. [rev. 7-98]

A-1. The principal functions of a university are the preservation, advancement, synthesis, application, and transmission of knowledge. Its chief instrument for performing these functions is its faculty, and its success in doing so depends largely on the quality of its faculty. The University of Idaho, therefore, strives to recruit and retain distinguished faculty members with outstanding qualifications.

In order to carry out its functions and to serve most effectively its students and the public, the university supports the diversification of faculty roles. Such diversification ensures an optimal use of the university's faculty talents and resources. [rev. 7-06]

Diversification is achieved through developing a wide range of faculty position descriptions that allow the faculty to meet the varying responsibilities placed upon the institution, both internally and externally. While the capabilities and interests of the individual faculty members are to be taken into account, it is essential that individual faculty position descriptions are consonant with carrying out the roles and mission of the university, the college, and the ~~department~~ unit. Annual position descriptions are developed by the ~~department~~ unit head in consultation with the ~~department~~ unit faculty and with the incumbent or new faculty member. In each college, all

UI FACULTY-STAFF HANDBOOK ATTACHMENT 1
Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE
Section 1565: Academic Ranks and Responsibilities
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position descriptions are subject to the approval of the dean and must be signed by both ~~department~~unit head and faculty member. If the faculty member, ~~department~~unit head, and dean are unable to reach agreement on the position description, the faculty member may appeal the ~~department~~unit head's decision to the Faculty Appeals Hearing Board [3840].

As indicated in Sections 3320-A-1 ~~d~~, 3520-H.2, 3560-~~G-4B~~, faculty performance evaluations that are used for yearly reviews as well as for promotion, tenure, and post-tenure decisions are to be based on faculty members' annual position descriptions. *[ed. 1-08]*

Faculty members shall conduct themselves in a civil and professional manner (see FSH 3160 and 3170);

B. DEFINITIONS:

B-1. Advancement: focuses on fostering relationships, building partnerships, creating awareness and generating support with alumni, donors, leaders, business partners, legislators and the community for the university's mission in academics, scholarship and outreach (see the office of University Advancement at <http://www.uidaho.edu/givetoidaho/meetourpeople/universityadvancementvpoffice.aspx>).

B-2. Cooperative education: a structured educational strategy that blends classroom studies with learning through productive work experiences. It provides progressive experiences for integrating theory and practice. Co-op education (including internships and externships) is a partnership between students, educational institutions and employers, with specified responsibilities for each party.

B-3. Distance education: the process through which learning occurs when teachers, students, and support services are separated by physical distance. Technology, sometimes in tandem with face-to-face communication, is used to bridge the distance gap.

B-4. Extension Service: Extension is an outreach activity that generally involves non-formal educational programs that transfer knowledge from the university to help improve people's lives through research in areas like agriculture and food, environment and natural resources, families and youth, health and nutrition, and community and economic development.

B-5. Extramural Professional Service: refers to activities that extend service beyond the university and can include elements of service, outreach, scholarship, and/or teaching.

B-6. Interdisciplinary: "an activity that involves teams or individuals that integrates information, data, techniques, tools, perspectives, concepts, and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or field of research practice."¹

B-7. Professional Development: a learning process that expands the capacity of the faculty member to advance in the responsibilities as defined in his/her position description and aligns with the university's goals. Examples include but are not limited to participation in conferences, continuing professional education (including credit and noncredit courses) and other activities that enhance a faculty member's expertise and ability.

B-8. Service learning: an activity that integrates student learning with service and civic engagement to meet real community needs and achieve learning outcomes. Service-learning can be used in curricular settings (i.e. academic courses) or co-curricular settings, (e.g. ASUT's volunteer/civic engagement programs).

B-9. Technology transfer: a process through which knowledge, technical information, and products developed through various kinds of scientific, business, and engineering research are provided to potential users. Technology transfer encourages and accelerates testing and using new knowledge, information and products. The benefit of

¹ National Academy of Science

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technology transfer may occur either at the community (public) or firm (private) level.

B-10. Unit Administration: includes assisting higher administration in the assignment [3240 A] and in the evaluation [3320 and 3340] of the services of each member of the unit's faculty and staff; promoting effective leadership of personnel and management of unit resources; providing leadership in the development and implementation of unit plans; providing for open communication with faculty and staff; fostering excellence in teaching, scholarship and outreach for faculty, students, and staff in the unit; effectively representing all constituents of the unit; and continuing personal professional development in areas of leadership.

C. RESPONSIBILITY AREAS: Faculty members are expected to contribute in each of the four major responsibility areas (C-1 through C-4 below). Expectations are more specifically defined in the individual position description and are consistent with unit by-laws. Each responsibility area may include activities in advancement, extramural professional service, interdisciplinary, and/or professional development.

C-1. TEACHING AND ADVISING: The university's goal is to engage students in a transformational experience of discovery, understanding and global citizenship. Faculty achieve this goal through effective instructing, advising and/or mentoring of students.

a. Instruction: Effective teaching is the foundation for both the advancement and transmission of knowledge. The educational function of the university requires the appointment of faculty members devoted to effective teaching. Teaching may take many different forms and any instruction must be judged according to its central purposes ~~and the conditions which they impose~~. Active participation in the assessment of learning outcomes is expected of all faculty at the course, program, and university-wide levels. Individual colleges and units have the responsibility to determine appropriate teaching loads for faculty position descriptions. Teaching appointments must be reflected by hours and level of effort spent in teaching activity, and justified in position descriptions. Any adjustments to a teaching appointment (e.g. teaching unusually large classes, team-teaching, teaching studios or laboratories, intensive graduate or undergraduate student mentoring, technology-enhanced teaching, and others) must be documented in the position description. *[rev. 7-06]*

The validation of instruction may include Student Evaluations of Teaching (SET's), peer evaluations, self assessment, documentation of effective or innovative teaching, teaching recognition and awards, and teaching loads.

b. Advising and/or Mentoring Students: Advising students is also an important faculty responsibility and a key function of academic citizenship. Student advising may include: (1) overseeing course selection and scheduling; (2) seeking solutions to conflicts and academic problems; (3) working with students to develop career goals and identify employment opportunities; (4) making students aware of programs and sources for identifying employment opportunities, (5) facilitating undergraduate and graduate student participation in professional activities (e.g. conferences, workshops, demonstrations, applied research); and (6) serving as a faculty advisor to student organizations or clubs. Advising also includes attendance at sessions (e.g. workshops, training courses) sponsored by the university, college, ~~department~~unit, or professional organizations to enhance a faculty member's capacity to advise. *[add. 7-06, rev. 1-08]*

Effective advising performance may be documented by: (1) the evaluation of peers or other professionals in the ~~department~~unit or college; (2) undergraduate or graduate student advisees' evaluations; (3) level of activity and accomplishment of the student organization advised; (4) evaluations of persons being mentored by the candidate; (5) number of undergraduate and graduate students guided to completion; and (6) receiving awards for advising, especially those involving peer evaluation. *[add. 7-06]*

C-2. Scholarship and Creative Activities: Scholarship is creative intellectual work that is communicated and validated. The creative function of a university requires the appointment of faculty members devoted to scholarship and creative activities. The university promotes an environment that increases faculty engagement in interdisciplinary scholarship. The university's Carnegie designation as "research university high"; fosters an

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emphasis on scholarly and creative activities.

Scholarship ~~or and scholarly creative activities~~ takes diverse forms and ~~is are~~ characterized by originality and critical thought. ~~Scholarship~~ Both must be validated through internal and external peer review or critique and disseminated in ways having a significant impact on the university community and/or publics beyond the university. ~~Active scholarship is~~ Both are an ongoing obligations of all members of the faculty. [rev. 7-06]

The basic role of a faculty member at the University of Idaho is to demonstrate and validate continuing sound and effective scholarship in the areas of teaching and learning, artistic creativity, discovery, integration, and outreach/application/engagement. While these areas may overlap, these distinctions are made for purposes of defining position descriptions and for developing performance standards. Units and colleges shall adopt criteria for the evaluation of scholarship and creative activities. Demonstrated excellence that is focused in only one of these scholarship and creative activity areas is acceptable if it is validated and judged to be in the best interests of the institution and the individual faculty member. [rev. 7-06]

~~A 4. Assessment of scholarship, in self evaluation and peer evaluation, is an ongoing expectation for faculty members of the university. Assessment of scholarship within and across disciplinary boundaries requires standards for evaluation that adequately describe the phases of scholarship. In assessment of scholarship, faculty members are encouraged to use the following six standards (from Glassick, et al. Scholarship Assessed: An Evaluation of the Professoriate 1997): [add. 7-06]~~

~~“Clear goals — Does the scholar state the basic purposes of his or her work clearly? Does the scholar define objectives that are realistic and achievable? Does the scholar identify important questions in the field?”~~

~~“Adequate preparation — Does the scholar show an understanding of existing scholarship in the field? Does the scholar bring the necessary skills to his or her work? Does the scholar bring together the resources necessary to move the project forward?”~~

~~“Appropriate methods — Does the scholar use methods appropriate to the goals? Does the scholar apply effectively the methods selected? Does the scholar modify procedures in response to changing circumstances?”~~

~~“Significant results — Does the scholar achieve the goals? Does the scholar's work add consequentially to the field? Does the scholar's work open additional areas for further exploration?”~~

~~“Effective presentation — Does the scholar use a suitable style and effective organization to present his or her work? Does the scholar use appropriate forums for communicating work to its intended audiences? Does the scholar present his or her message with clarity and integrity?”~~

~~“Reflective critique — Does the scholar critically evaluate his or her own work? Does the scholar bring an appropriate breadth of evidence to his or her critique? Does the scholar use evaluation to improve the quality of future work?”~~

~~[ATI]~~

a. Scholarship in Teaching and Learning: can involve classroom action research (site-specific pedagogy), qualitative or quantitative research, case studies, experimental design and other forms of teaching and learning research. It consists of the development, careful study, and validated communication of new teaching or curricular discoveries, observations, applications and integrated knowledge and continued scholarly growth. Evidence that demonstrates this form of scholarship might include: publications and/or professional presentations of a pedagogical nature; publication of text books, laboratory manuals, or educational software; advancing educational technology; presentation in workshops related to teaching and learning; development and dissemination of new curricula and other teaching materials to peers; and individual and/or collective efforts in securing and carrying out education grants. [ed. 7-00, rev. 7-06]

The validation of scholarship in the area of teaching and learning is based in large measure on evaluation by the faculty member's peers both at the University and at other institutions of higher learning. [rev. 7-06]

b. Scholarship in Artistic Creativity: involves validated communication and may be demonstrated by significant achievement in an art related to a faculty member's work, such as musical composition, artistic performance, creative writing, mass media activity, or original design. [rev. 7-06]

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The validation of scholarship in the area of artistic creativity is based in large part on the impact that the activity has on the discipline and/or related fields as determined by the peer review process. Many modes of dissemination are possible depending on the character of the art form or discipline. For example, a published novel or book chapter for an anthology or edited volume or similar creative work is regarded as scholarship. Each mode of dissemination has its own form of peer review that may include academic colleagues, practitioner or performance colleagues, editorial boards, and exhibition, performance, or competition juries. *[rev. 7-06]*

c. Scholarship in Discovery: involves the generation and interpretation of new knowledge through individual or collaborative research. It may include: novel and innovative discovery; analyzing and synthesizing new and existing knowledge and/or research to develop new interpretations and new understanding; research of a basic or applied nature; individual and collaborative effort in securing and carrying out grants and research projects; membership on boards and commissions devoted to inquiry; and scholarly activities that support the mission of university research centers. *[rev. 7-06]*

Evidence of scholarship in this area may include: publication of papers in refereed and peer reviewed journals; published books and chapters; published law reviews; citation of a faculty member's work by other professionals in the field; published reviews and commentary about a faculty member's work; invited presentations at professional meetings; seminar, symposia, and professional meeting papers and presentations; direction and contribution to originality and novelty in graduate student theses and dissertations; direction and contribution to undergraduate student research; awards, scholarships, or fellowships recognizing an achievement, body of work, or career potential based on prior work; appointment to editorial boards; and significant scholarly contributions to university research centers. The validation of scholarship in the area of discovery is based on evaluation by other professionals in the faculty member's discipline or sub-discipline. *[rev. 7-06]*

d. Scholarship of Integration: often interdisciplinary and at the borders of converging fields, is the serious, disciplined work that seeks to synthesize, interpret, contextualize, critically review, and bring new insights into, the larger intellectual patterns of the original research. Similar to the scholarship of discovery, the scholarship of integration can also seek to investigate, consolidate, and synthesize new knowledge as it integrates the original work into a broader context. It often, but not necessarily, involves a team or teams of scholars from different backgrounds working together, and it can often be characterized by a multidisciplinary or interdisciplinary investigative approach. The consolidation of knowledge offered by the scholarship of integration has great value in advancing understanding and isolating unknowns. Beyond the differences, the scholarship of integration can include many of the activities of scholarship of discovery and thus may be rigorously demonstrated and validated in a similar manner. *[add. 7-06]*

e. Scholarship of Outreach/application/and Engagement: These activities apply faculty members' knowledge and expertise to issues that impact individuals, communities, businesses, government, or the environment. Examples may include— economic development, environmental sustainability, stimulation of entrepreneurial activity, integration of arts and sciences into people's lives, enhancement of human well being, and resolution of societal problems. Like other forms of scholarship and creative activities, the scholarship of outreach/application/engagement involves active communication and validation. Examples of validation may include (but are not limited to): peer reviewed or refereed publications and presentations; patents, copyrights, or commercial licensing; adoption or citation of techniques as standards of practice; invited presentation at a seminar, symposium or professional meeting; and citations of the faculty member's work. is the reduction to practice of scholarly knowledge to address societal problems, challenges, and understanding. This area of scholarship is a primary activity of and extension, although it is a shared responsibility of all faculty. The acts of application and engagement often occur simultaneously, but may occur independently. Application and engagement often follow discovery, however they can and should initiate new discovery. It may be demonstrated by: transfer of new knowledge, new technologies and new integrated understandings into broader societal application; acceptance and adoption of new or modified practice with positive outcomes; licensing and commercialization of new technologies, processes or other intellectual property; and application and engagement of one's scholarly expertise to serve society through cooperative relationships with individuals, groups, and agencies. *[add. 7-06]*

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~~Broadly, the scholarship of application and engagement seeks: to identify, analyze, and solve problems of citizens, communities, businesses, and governmental units; to contribute to the economic development and general well-being of people; to enhance environmental quality and sustainability; to stimulate entrepreneurial activity; to integrate the arts and social sciences into people's lives, and creatively to apply standard or novel techniques to address emerging or ongoing problems. Like other forms of scholarship activity, the scholarship of application and engagement involves active communication and validation. The scholarship of application and engagement is rigorously demonstrated by peer reviewed or refereed professional publications and presentations; patents, copyrights and commercial licensing; and adoption or citation of newly developed or derived practices as formal, documented standards of practice in general or specific applications (e.g. best management practices, regulatory rules, codes of practice, standard methods, best available technologies, and others) and may also include citation of a faculty member's work; invited seminar, symposium, professional meeting papers and presentations. The validation of scholarship in the area of application is based on evaluation by other professionals in the faculty member's discipline or sub-discipline. {add. 7-06}~~

C-3. OUTREACH and EXTENSION: is an essential component of the University's land grant mission. Outreach activities are originated by every unit on UI's Moscow campus and from each of the University's physical locations around the state.

~~Outreach and Extension includes a wide variety of activities including, but not limited to, (a) extension (see 1565 B); (b) teaching, training, certification, volunteer development, unpaid consultation, and other dissemination of information dissemination to the general public, practitioner, and specialty audiences; (c) volunteer development and establishment/maintenance of relationships with private and public industries/organizations; and (d) unpaid extramural consultation and other professional services to individuals, organizations, and communities. Delivery mechanisms include distance education, service learning, cooperative education, technology transfer, noncredit courses, and publications. Most of the examples provided, such as distance education, are not exclusively outreach. Instead, they lie at the intersection of outreach and teaching or research. Likewise, professional services may be associated with teaching, scholarship, or university service and leadership. A faculty member's position description specifies where his or her outreach activities will be counted, as well as governmental agencies. Outreach and Extension activity may include (1) teaching non-credit classes, workshops and short courses; (2) recruiting, training and supervising paraprofessionals and volunteers; (3) providing unpaid consultation to individuals, businesses, and other professionals; (4) providing information or technology transfer support through mass media; (5) providing leadership, facilitation, or subject matter expertise in community coalitions and faculty teams; (6) developing or adapting extension education materials; and (7) publishing in trade magazines.~~

Evidence of effective outreach extension activities programs may include, but are not limited to, (1) result when needs assessment leads to well planned, carefully implemented, and well documented efforts. Documentation of the process by which needs were identified and what steps were taken to deliver carefully planned and implemented programs; (2) numbers of individuals and types of audiences affected; (3) evaluation by participants in extension outreach activities; (4) other measures of significance to the discipline/profession, state, nation, region and/or world; (5) quantity and quality of outreach extension publications and other mass-media outlets; (3) numbers and types of audiences impacted; (64) evaluation of the program's effects on participants and stakeholders; and (76) extension awards, particularly those involving peer evaluation; (68) letters of commendation from individuals within organizations to whom service was provided; (9) service in a leadership role of a professional or scientific organization as an officer or other significant position; and (810) other evidence of professional service oriented projects/outputs.
~~{add. 7-06}~~

~~Extramural Service: Service is an essential component of the University of Idaho mission and extramural service is the responsibility of faculty members in all units. Service by members of the faculty to the university, state, nation, and world in their special capacities as scholars should be a part of both the job description and annual performance review. {add. 7-06, rev. 1-08}~~

~~Extramural service can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be citizens, clients,~~

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collaborators, private and public organizations and their representatives, and government. ~~[add. 7-06]~~

~~Extramural service also includes participation in professional and scientific organizations both as an elected office holder and/or a member; serving as a reviewer or editor for scientific or trade journals; serving as a paid consultant to individuals, businesses, agencies, and non-governmental organizations; representing the University/college or the discipline on governmental, non-governmental or private sector bodies; and/or building collaborative programs locally, regionally, statewide, nationally or internationally. [add. 7-06]~~

~~Effective performance in extramural service may be documented by a variety of means. Examples include: (1) numbers of individuals and types of audiences impacted as well as measures of significance to the discipline/profession, state, nation, region and/or world; (2) letters of commendation from individuals from within organizations to whom your service was provided; (3) service in a leadership role of a professional or scientific organization as an officer or other significant position; (4) professional service oriented projects/outputs; and (5) receiving service awards from external organizations, especially those involving peer evaluation. [add. 7-06]~~

C-4. ORGANIZATIONAL UNIVERSITY SERVICE AND LEADERSHIP: The university seeks to create formal and informal organizational structures, policies, and processes that enable the university community to be effective, while also fostering a climate of participatory decision making and mutual respect.

a. Intramural sUniversity Service: ~~Service~~ is an essential component of the University of Idaho mission and is the responsibility of faculty members in all units. Service by members of the faculty to the university in their special capacities as scholars should be a part of both the job-position description and annual performance review. ~~[add. 7-06, rev. 1-08]~~

Within the university, intramural service includes participation in ~~department~~unit, college, and university committees, and any involvement in aspects of university governance and academic citizenship. University, college, and ~~department~~unit, committee leadership roles are seen as more demanding than those of a committee member or just regularly attending faculty meetings. Because faculty members play an important role in the ~~administration-governance~~ of the university and in the formulation of its policies, recognition should ~~therefore~~ be given to faculty members who participate effectively in faculty and university governance. Intramural sService can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be colleagues and co-workers.

Effective performance in intramural ~~University~~-service may be documented by a variety of means. Examples include: (1) letters of support from university clientele to whom your service was provided; (2) serving as a member or chairperson of university, college, or ~~departmental-unit~~ committees; and (3) receiving University service awards, especially those involving peer evaluation; ~~and (4) the interdisciplinary nature of service.~~

~~Effective performance in intramural _service may be documented a variety of means. Examples include: (1) numbers of individuals and types of audiences impacted as well as measures of significance to the discipline/profession, state, nation, region and/or world; (2) letters of commendation from individuals from within organizations to whom your service was provided; (3) service in a leadership role of a professional or scientific organization as an officer or other significant position; (4) professional service oriented projects/outputs; and (5) receiving service awards from external organizations, especially those involving peer evaluation. [add. 7-06][AT2]~~

b. Administration:

(1). Unit Administration (see FSH 1565 B): ~~Effective administration is essential to the smooth functioning of the University. Administration includes conducting and/or managing any unit, or significant operation within the University. For faculty in academic and extension units, administration is not normally considered in tenure and promotions deliberations. Administration is accounted for insofar as expectations are proportionally adjusted in teaching, scholarship, advising, service, and extension (outreach).-. Refers to the activities of administrators of schools, divisions, and units. FSH 1420 E describes the responsibilities and the selection and review procedures for unit administrators. Unit~~

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administration is not normally considered in tenure and promotion deliberations; it is accounted for insofar as expectations are proportionally adjusted in the other sections of the position description. For faculty in nonacademic units (e.g. faculty at large), administration may be considered in tenure and promotion deliberations. Documentation of effective administration may include evaluations by unit faculty and staff, as well as objective measures of unit performance under the incumbent's leadership. [add. 7-06]

(2) Other: Effective conduct of ~~research-university~~ programs requires administrative scholarship and activities that support scholarship, outreach and teaching but are not of themselves scholarly activity. ~~Research p~~Program support activities are to be noted in position descriptions and performance reviews. The role of the principal or co-investigator of a ~~research-university~~ program or project may include the following administrative ~~duties~~responsibilities: (1) budgetary and contract management; (2) compliance with University purchasing and accounting standards; (3) supervision and annual review of support personnel; (4) purchasing and inventory management of goods; (5) graduate student and program personnel recruitment, training in University procedures/policies, and annual review; (6) collaborator coordination and communication; (7) management of proper hazardous waste disposal; (8) laboratory safety management; (9) authorization and management of proper research animal care and use; (10) authorization and management of human subjects in research; (11) funding agency reporting; (12) intellectual property reporting; and (13) compliance with local, state, and federal regulation as well as University research policy. [add. 7-06]

Demonstration of effective ~~research program conduct, administration~~ beyond scholarship attributes, may be documented by a variety of means. Examples include: (1) compliance with applicable rules, standards, policies, and regulations; (2) successful initiation, conduct and closeout of research contracts and grants as evidenced by timely reporting and budgetary management; (3) achievement-completion of the research contract or proposal scope-of-work; organized program operations including personnel and property management; and (4) ~~timely communication and validation of research outcomes into the scholarship domain.~~ Documentation of effective ~~research-university~~ program operation, beyond scholarship, may also include ~~review input~~ by graduate and undergraduate students participating in the ~~research-university~~ program; and input by collaborators, cooperators, funding agency and beneficiaries of the ~~research program.~~ Absence of citation for non-compliance with laboratory safety guidance, hazardous material guidance or other research-related policy, rule or regulation is regarded as a demonstration of effective research program operation. Documentation of effective administration may include evaluations by faculty and staff, as well as objective measures of performance under the incumbent's leadership. [add. 7-06]

~~A-10. All faculty are encouraged when feasible to cross unit boundaries to engage in interdisciplinary, multidisciplinary or transdisciplinary activities and cooperation as they perform their teaching, scholarship, advising, service, and outreach/extension responsibilities. [add. 7-06]/[AT3]~~

D. UNIVERSITY FACULTY (FSH 1520 Article II):

D-1. INSTRUCTOR:

a. Instructor. Appointment to this rank requires proof of advanced study in the field in which the instructor will teach, the promise of teaching effectiveness, and satisfactory recommendations. Instructors have charge of instruction in assigned classes or laboratory sections under the general supervision of the departmental administrator. When they are engaged in teaching classes with multiple sections, the objectives, content, and teaching methods of the courses will normally be established by senior members of the faculty or by departmental committees. Instructors are expected to assist in the general work of the department and to make suggestions for innovations and improvements.

b. Senior Instructor. Appointment to this rank requires qualifications that correspond to those for the rank of instructor and evidence of outstanding teaching ability. Effective teaching is the primary responsibility of

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anyone holding this rank and this primary responsibility is weighted accordingly in the annual performance evaluation, and when a senior instructor is being considered for tenure. Except in very rare instances, this rank is considered terminal (i.e., it does not lead to promotion to the professorial ranks and there is no limitation on the number of reappointments). Prospective appointees to the rank of senior instructor must be fully informed of its terminal nature. No more than 15 percent of the positions in any department or similar unit may be held by senior instructors; however, each such unit may appoint one person to this rank without regard to this limitation.

D-2. FACULTY:

a. Assistant Professor. Appointment to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons in the final stages of completing doctoral dissertations or with outstanding talents or experience may be appointed to this rank. Evidence of potential effective teaching and potential scholarship in teaching and learning, artistic creativity, discovery, and outreach/application/integration/engagement is a prerequisite to appointment to the rank of assistant professor. Appointees in this rank have charge of instruction in assigned classes or laboratories and independent or shared responsibility in the determination of course objectives, methods of teaching, and the subject matter to be covered. Assistant professors are expected to demonstrate an ability for conducting and directing scholarly activities, and in providing intramural and extramural professional to provide service to the university and/or his or her profession. [1565 A-2, A-3, A-4C] [rev. 7-98, 7-00]

b. Associate Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons with outstanding talents or experience may be appointed or promoted to this rank. Associate professors must have demonstrated maturity and conclusive evidence of having fulfilled the requirements and expectations of the position description. An appointee to this rank will have demonstrated effective teaching or the potential for effective teaching, the ability to conduct and direct scholarly activities in his or her special field, and provide service to the university and/or his or her profession. Evidence of this ability includes quality publications or manuscripts of publishable merit; and/or unusually productive scholarship in teaching and learning; and/or significant artistic creativity; and/or major contributions to the scholarship of outreach/application/integration/engagement. Associate professors generally have the same responsibilities as those of assistant professors, except that they are expected to play more significant roles in initiating, conducting, and directing scholarly activities, and in providing intramural and extramural professional service to the university and/or his or her profession. [1565 A-2, A-3, A-4C] [rev. 7-98, rev. and renumbered 7-00]

c. Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. A professor should have intellectual and academic maturity, demonstrated effective teaching or the potential for effective teaching and the ability to organize, carry out, and direct significant scholarship in his or her major field. A professor will have made major scholarly contributions to his or her field as evidenced by several quality publications and/or highly productive scholarship in one or more of the areas of teaching and learning, discovery, artistic creativity, and outreach/application/integration/engagement. Professors have charge of courses and supervise research, and are expected to play a major role of leadership in the development of academic policy, and in providing intramural and extramural professional through service to the university and/or his or her profession. [1565 CA-2, A-3, A-4] [rev. 7-98, rev. and renumbered 7-00]

D-3. RESEARCH FACULTY:

a. Assistant, associate and professor. Appointment to these ranks require qualifications, except for teaching effectiveness, that correspond to their respective ranks as for faculty in D-2 above.

D-4. EXTENSION FACULTY:

a. Extension Faculty with Rank of Instructor. Appointment to this rank requires: sound educational background and experience for the specific position; satisfactory standard of scholarship; personal qualities

that will contribute to success in an extension role; evidence of a potential for leadership, informal instruction, and the development of harmonious relations with others. *[rev. 7-98]*

b. Extension Faculty with Rank of Assistant Professor. Appointment to this rank requires a master's degree along with the qualifications of extension faculty with rank of instructor and: demonstrated leadership ability in motivating people to analyze and solve their own problems and those of their communities; evidence of competence to plan and conduct an extension program; a record of effectiveness as an informal instructor and educational leader; proven ability in the field of responsibility; evidence of continued professional growth through study and participation in workshops or graduate training programs; acceptance of responsibility and participation in regional or national training conferences; membership in appropriate professional organizations, and scholarship in extension teaching or practical application of research; demonstrated ability to work in harmony with colleagues in the best interests of UI and of the people it serves. *[rev. 7-98]*

c. Extension Faculty with Rank of Associate Professor. In addition to the qualifications required of extension faculty with rank of assistant professor, appointment or promotion to this rank requires: achievement of a higher degree of influence and leadership in the field; continued professional improvement demonstrated by keeping up to date in subject matter, extension teaching methods, and organization procedures; progress toward an advanced degree if required in the position description; demonstrated further successful leadership in advancing extension educational programs; evidence of a high degree of insight into county and state problems of citizens and communities in which they live, and the contribution that education programs can make to their solution; an acceptance of greater responsibilities; a record of extension teaching or practical application of research resulting in publication or comparable productivity; a reputation among colleagues for stability, integrity, and capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context. *[rev. 7-98]*

d. Extension Faculty with Rank of Professor. In addition to the qualifications required of extension faculty with rank of associate professor, appointment or promotion to this rank requires: regional or national recognition in the special professional field or area of responsibility; a record of successful organization and direction of county, state, or national programs; an outstanding record of creative extension teaching or practical application of research resulting in significant publications or comparable scholarship; active membership and effective participation in professional committee assignments and other professional organization activities; demonstrated outstanding competence in the field of responsibility; achievement of full maturity as an effective informal teacher, wise counselor, leader of extension educational programs, and representative of the university. These activities may occur in a domestic or international context. *[rev. 7-98]*

D-5. LIBRARIAN:

a. Librarian with Rank of Instructor. Appointment to this rank requires an advanced degree in library science from a library school accredited by the American Library Association and: (a) evidence of potential for successful overall performance and for development as an academic librarian; (b) when required for specific positions (e.g., cataloger, assistant in a subject library), knowledge of one or more subject areas or pertinent successful experience in library work.

b. Librarian with Rank of Assistant Professor. Appointment to this rank requires the qualifications for librarian with rank of instructor and: (a) demonstrated ability, competence, and effectiveness in performing assigned supervisory-administrative, specialized public service, or technical service responsibilities; (b) demonstrated ability to establish and maintain harmonious working relationships with library colleagues and other members of the university community; (c) evidence of professional growth through study; creative activity; participation in workshops, conferences, seminars, etc.; participation in appropriate professional organizations; awareness of current developments in the profession and ability to apply them effectively in the area of responsibility; (d) service to the library, university, or community through committee work or equivalent activities.

c. Librarian with Rank of Associate Professor. Appointment or promotion to this rank requires the

qualifications applicable to the lower ranks of librarians and: (a) acceptance of greater responsibilities, and conclusive evidence of success in the performance of them, e.g., bibliographical research performed in support of research activities of others; development of research collections; the preparation of internal administrative studies and reports; interpreting, and facilitating effective use of, the collections; effectively applying bibliographic techniques for organizing library collections; effective supervision of an administrative unit; (b) evidence of further professional growth, as demonstrated by keeping up to date in subject matter, methods, and procedures and by practical application of research resulting in significant improvement of library operations or in publication; effective participation in the work of appropriate professional organizations; and/or formal study, either in library science or in pertinent subject areas; (c) evaluation by colleagues as a person of demonstrated maturity, stability, and integrity, with the capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context.

d. Librarian with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) demonstrated outstanding competence in the area of responsibility; (b) achievement of an outstanding record of creative librarianship, of effective administration, or of practical application of research resulting in significant publications or comparable productivity; (c) an additional degree in library science or in a pertinent subject area or equivalent achievement; (d) regional or national recognition for contributions to the profession based on publications or active and effective participation in the activities of professional organizations; (e) evaluation by colleagues as an effective librarian who will continue to recognize that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-6. PSYCHOLOGIST OR LICENSED PSYCHOLOGIST:

a. Psychologist with Rank of Instructor. Appointment to this rank requires: an advanced degree in counseling, counseling psychology, clinical psychology, or closely related field earned in a professional program accredited by the appropriate accrediting association; evidence of effective skills in counseling or therapy; and evidence of pursuit of a terminal degree.

b. Psychologist or Licensed Psychologist with Rank of Assistant Professor. Appointment to this rank requires the qualifications for psychologist with rank of instructor and: a doctoral or equivalent terminal degree; evidence of effective skills in counseling or therapy; awareness of current developments in the profession; and demonstrated potential for participation in appropriate professional organizations, service to the Counseling and Testing Center, the university, and the community through teaching, committee membership, or equivalent activities, and the development and execution of research projects or the development and execution of outreach services designed to benefit UI students.

c. Licensed Psychologist with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: possession of a license as a psychologist in the state of Idaho; evidence of continued development of skills in counseling or therapy, as demonstrated by attendance at training workshops, personal study that leads to the presentation of workshops, classes, or seminars, or private study that leads to in-service training of personnel of the Counseling and Testing Center; evidence of continued professional development through service in professional organizations; evidence of effective teaching or training; completion of research that has resulted in quality publications or manuscripts of publishable merit, or the design and implementation of a continuing program in the Counseling and Testing Center that is of benefit to UI students and represents professional achievement of publishable merit; and continued service to the university and community through committee work or participation in community organizations. These activities may occur in a domestic or international context.

d. Licensed Psychologist with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: demonstration of outstanding competence in counseling or therapy; establishment of an outstanding record in research and publication or in development of continuing programs that contribute to the betterment of university students; continued professional improvement through private study, directed study, or attendance at workshops, conventions, etc.; regional or

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national recognition for contributions to the profession through publication, presentation of workshops, or active and effective participation in the activities of professional organizations; and recognition by colleagues as an effective psychologist who realizes that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-7. OFFICER-EDUCATION: Appointment of persons to the faculties of the officer education programs ~~were~~ was established for the purpose of ensuring the academic soundness of the programs. The dual role of these faculty members as military officers and academic instructors is recognized. The university expects the nominees to have demonstrated academic and intellectual capabilities and exemplary professional achievement. Specifically, UI expects:

a. Academic Preparation. It is desirable for officer education faculty members to have at least a master's degree. In his or her most recent education, the officer should have a superior academic record as demonstrated by such ~~things as~~ measures as high grade-point average in graduate school, being in the upper half of the class in graduate school, or superior graduate-level ability as attested in letters of recommendation from graduate-school professors.

b. Specialized Preparation. The officer must have significant education, experience, or formal preparation in the subject areas in which he or she will teach.

c. Military Background and Preparation. A junior officer is expected to have had significant professional performance and experience. It is also desirable that the officer have some formal military education beyond commissioning. A senior officer should have broad experience with excellent performance. He or she is expected to have attended a junior or senior military college and to have made a distinguished record there.

d. Teaching. It is desirable for officers to have had some teaching experience. It is recognized that this is not always possible for junior officers. For such an officer, there should be some evidence that he or she will become a satisfactory teacher. Heads of officer education programs are expected to be experienced instructors.

e. Nominees who will pursue graduate studies at UI for one year before becoming an instructor will be given preliminary approval. In their last semester of full-time graduate enrollment, the service should submit the ~~usual required~~ information to the Officer Education Committee for regular, final approval. For preliminary approval, the officer should, in addition to the military requirement, show promise of being successful in graduate studies. This could be demonstrated by (a) a high score on the Graduate Record Examination, if taken, (b) full enrollment status as a graduate student at UI, (c) a high overall grade-point average in college (3.00 or above on a 4-point scale), (d) a high grade-point average in a major area, or (e) a good record in the final year of college and graduate-level ability as attested by letters of recommendation from college professors.

f. Appointment:

1. The following information is submitted by the nominee's service: (1) transcripts from undergraduate and graduate academic institutions; (2) transcripts or appropriate records from military schools and staff colleges; (3) at least three letters of recommendation from appropriate sources, such as former professors, military instructors, and supervisors or commanders. These letters should be concerned with matters such as the officer's civilian academic performance, military record and leadership ability, and actual or potential performance as a teacher. (Former supervisors or commanders could give their opinion based on the officer's demonstration of leadership ability and his or her experience as a training officer.); (4) a summary of the officer's duty assignments and military and teaching positions held; (5) copies of favorable communications from the officer's file.

2. The following is provided by the program unit concerned: (1) a description of the military schools attended and courses completed by the nominee; (2) a description of the positions held by the nominee; (3) an explanation of the appropriateness of the officer's experience and training to the courses he or she will

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teach.

3. Copies of the requested material are distributed by the local unit to the members of the Officer Education Committee at least 72 hours before the meeting at which the committee will consider the nominee. For appointments commencing in the fall, this information should normally be made available not later than the preceding May 1.

4. In the case of a person nominated to head an officer education program, UI may require a personal interview.

5. A minimum of two weeks, after receipt of all required information, is necessary for consideration of the nominee. UI notifies the nominee's service of its decision within one month.

E. EMERITI. (FSH 1520 II-3)

E-1. ELIGIBILITY. A member of the university faculty who holds one of the ranks described in 1565 ~~B, C, D, or E~~ and who retires, having met the criteria either for university retirement or for state retirement [3730 C], is designated as "professor emeritus/emerita," "research professor emeritus/emerita," or "extension professor emeritus/emerita," as applicable. A faculty member without such rank has the designation "emeritus" or "emerita," as applicable, added to the administrative or service title held at the time of retirement. [*ed. 7-00, 7-02, 1-08*]

E-2. RIGHTS, PRIVILEGES, AND RESPONSIBILITIES. Emeriti are faculty members in every respect, except for the change in salary and in certain fringe benefits, the obligation to perform duties, and the right to vote in faculty meetings. They may hold a part-time position after retirement, but not a full-time one (when it is in UI's interest, this limitation may be waived by the regents on recommendation of the president). They continue to have access to research, library, and other UI facilities. Emeriti may take an active role in the service and committee functions of their department, college, and the university. UI encourages the voluntary continued participation of emeriti in the activities of the academic community.

E-3. SPECIFIC PROVISIONS FOR EMERITUS PARTICIPATION.

a. Departmental mail boxes continue to be available to emeriti who reside locally.

b. A list of emeriti and their mailing addresses is maintained at each level--department, college, and university in Human Resources). [*ed. 7-06, 1-08*]

c. The director of human resources is responsible for supplying information about emeriti for the Campus Directory.

d. Emeriti who have campus mail boxes receive the University of Idaho *Register* and similar publications by campus mail; otherwise, upon individual request, they receive these publications by U.S. mail.

e. Emeriti who have departmental mail boxes receive full distribution of notices; otherwise, special requests may be made to the departmental administrator.

f. Ordinary office materials and supplies are available under the same issuing procedures applicable to other members of the department.

g. Departmental postage may be used for professional mail.

h. Offices for emeriti are provided on a space-available basis.

i. One, free non-transferable gold parking permit each year. [*rev. 1-08*]

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j. Any discounts available to other members of the faculty and staff through various UI agencies are available to emeriti.

k. Emeriti are included in appropriate university, college, and departmental faculty-staff functions.

l. In the appointment of committees, administrators at all levels and the Committee on Committees consider the availability and desire for significant service of emeriti.

m. There are many areas of activity, professional and other, such as service to the community and special groups within the community and university, in which emeriti may have the time and the inclination to make continuing contributions (e.g., guest lectures, research design, and consultation). In connection with such services, emeriti are not excluded from the travel budget, though they may generally have a lower priority.

n. E-mail accounts are available to emeriti without charge within the local dialing area. [*add. 7-99, renumbered 1-08*]

E-4. LISTING OF EMERITI IN THE COMMENCEMENT PROGRAM. Names of faculty members who retire after meeting the eligibility requirements stated in A are listed in the program of the commencement exercises held during the fiscal year in which their UI duties end; also, those whose service obligations are to end on or before August 31 following a given commencement will be listed in the program for that commencement.

E-5. MAINTENANCE OF TIES WITH EMERITI. The Faculty Council has urged UI units periodically to review their contacts with emeriti and to take steps to ensure that the provisions of this section--particularly b and c, above--are being carried out; moreover, the council has urged all members of the UI community to seek additional ways of maintaining ties with emeriti and to provide opportunities and the means for them to continue to be a part of, and of service to, the university. [*ed. 1-08*]

F. ASSOCIATED FACULTY: Associated faculty members (see FSH 1520 II-3) have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave.[AT4]

F-1. ADJUNCT FACULTY: [*renumbered 7-98, 1-08*]

a. General. The adjunct faculty consists of professional personnel who serve academic departments in a supporting capacity. Appointment to adjunct-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, confers responsibilities and privileges as stated in subsection e below, and authorizes assignment of service functions as described in subsection e-2 below. It is also a means of encouraging greater cooperation between and among academic departments and other units. An adjunct faculty member holds a non-tenure-track faculty status in an appropriate academic discipline.[AT5]. [*ed. 7-00*]

b. Employment Status. An adjunct faculty member may, by virtue of his or her employment, have either one of the following relationships with UI: (1) that of a UI employee, normally an exempt employee, who is [a] a member of the faculty or staff of a unit of the university other than the one in which he or she has adjunct-faculty status, or [b] a member of the professional support staff of the same unit of the university in which he or she has adjunct-faculty status; (2) that of an employee of a governmental or private agency who is assigned by that agency to a UI unit or to one of the agency's units or programs that is officially associated with the university.

c. Distinction Between Affiliate and Adjunct Faculties. Members of the adjunct faculty have a more direct relationship with UI than do members of the affiliate faculty [see 1565 F-2f]. Members of the affiliate faculty are not UI employees. An affiliate faculty member's primary employment is with a unit or program that is not officially associated with UI. Thus, the relationship of a member of this faculty category to UI is essentially that of a collaborator with a UI unit, program, or faculty member. An adjunct faculty member, in contrast, has

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a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. In addition, he or she has a secondary relationship to another unit in a supporting role, or has a secondary relationship to the academic program in the same unit in which he or she has a primary employment responsibility. These latter relationships are the kind that are recognized by the adjunct faculty membership. [ed. 7-00, 1-08]

d. Academic Rank. ~~[AT6] An adjunct faculty member holds one of the following non-tenure track ranks [see 3520 C] in an appropriate academic discipline: adjunct instructor, adjunct assistant professor, adjunct associate professor, or adjunct professor.~~

ed. Responsibilities, Privileges, and Rights. The guarantees afforded by the principle of academic freedom [see 3160] are extended to members of the adjunct faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of the university faculty and of constituent faculties is limited in accordance with the provisions of 1520 II-3-B. Those who, in addition to their adjunct-faculty status, have status as members of the university faculty [e.g., psychologists in the Counseling and Testing Center and regular faculty members in other academic departments] have, of course, full rights of participation in meetings of the university faculty and of the constituent faculties to which they belong.)

Adjunct faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Adjunct faculty members, as such, do not normally have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the vice president for research and graduate studies), or act as expert advisers to faculty members or groups.

2. The nature and extent of the services to be rendered are determined jointly by the adjunct faculty member, his or her immediate supervisor, and the departmental administrator(s) concerned.

3. Adjunct faculty do qualify for the faculty-staff educational privilege [see 3740] [AT7]

fe. Qualifications. ~~Members of the~~ Assignment to an adjunct faculty position is based on demonstrating possess academic degrees or knowledge and experience, academic degrees, comparable to what is expected of members of the university faculty. Initial assignment of and promotion in adjunct faculty rank are based on educational background, scholarly contributions, ~~to a branch of learning, and or other~~ professional accomplishments comparable to what is expected of faculty within that unit [AT8]. ~~[see 1565 AD]. [ed. 7-00]~~

g. Appointment.

1. Appointments to the adjunct faculty may be made at any time. They are reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointment should be continued unless the adjunct faculty member remains in UI employment or continues in his or her assignment to an entity that is officially associated with the university.

2. A recommendation for appointment to the adjunct faculty normally originates in the appropriate academic department and requires the concurrence of the nominee's immediate supervisor and the faculty of the appointing department. The appointment must be approved by the dean of the college, the president, and the regents.

3. An appointment, termination, or other change in adjunct-faculty status is made official by means of a "Personnel Action" form.

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h. Promotion. Consideration for promotion in adjunct-faculty rank is initiated by the departmental administrator in consultation with the adjunct faculty member's immediate supervisor. The procedures and schedule of consideration for promotion are as described in 3560.

i. . Benefits. As members of an associated faculty, adjunct faculty members have access to the library and other UI facilities. They also qualify for the faculty-staff educational privilege [see 3740]. They are not eligible for sabbatical leave.

F-2. AFFILIATE FACULTY:

a. General. The affiliate faculty includes highly qualified persons who are not employed by UI but are closely associated with its programs. [For the distinction between the affiliate and the adjunct faculty categories, see 1565 F-1-cb.] [ed. 7-00, 1-08]

b[AT9]. Academic Rank. ~~A member of the affiliate faculty holds one of the following non-tenure track ranks [see 3520 D] in an appropriate academic discipline: affiliate instructor, affiliate assistant professor, affiliate associate professor, or affiliate professor.~~

be. Responsibilities. Members of the affiliate faculty have the same academic freedom and responsibility as do members of the university faculty, except that they do not vote in meetings of the university faculty or of constituent faculties. Affiliate faculty members may be assigned to advise students on their academic or professional programs at any level; to work in cooperative research projects; to serve on committees, including graduate students' supervisory committees (with approval by the College of Graduate Studies); to act as expert advisers to faculty members or groups; and to teach courses in their branch of learning.

cd. Qualifications. Affiliate faculty members must be highly qualified in their fields of specialization and should have exhibited positive interest in UI programs in the field of their appointment. Their qualifications should ordinarily be equivalent to those required of regular members of the faculty in the area and at the level of the affiliate faculty member's responsibility.

d. Affiliate faculty do not qualify for the faculty-staff educational privilege. (see 3740)

e. Appointment.

1. Appointments to the affiliate faculty may be made at any time. b. Appointments are for an indefinite period, but are to be reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointments should be continued unless the affiliate faculty member is actively engaged in the responsibilities for which he or she was appointed.

2. Recommendations for appointment to the affiliate faculty are normally developed at the departmental level and have the concurrence of the departmental faculty. For interdisciplinary degree programs, individuals may also be affiliated with the degree programs upon the approval of the program faculty and of the program director. Appointments must be approved by the dean of the college, the provost, the president, and the regents.

3. Before formal appointment procedures are begun, the prospective affiliate faculty member must agree to serve under the provisions herein described. When necessary, the consent of the nominee's employer, if any, will be requested and recorded.

4. Appointment information is recorded on the regular "Personnel Action" form.

5. The appointment of affiliate faculty members to graduate students' supervisory committees requires approval by the dean of the College of Graduate Studies.

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ef Status and Benefits. Affiliate faculty members are generally appointed without remuneration. As members of an associated faculty, affiliate faculty members have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion subject to mutual and official arrangements that are to be recorded in the appointment dossier.

G. TEMPORARY FACULTY: Temporary faculty have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave.

G-1. LECTURER. A teaching title that may be used at any level, i.e., it carries no specific connotation of rank among the professorial titles. This title is conferred on one who has special capabilities or a special instructional role. Lecturers are neither tenurable nor expected to progress through the professorial ranks. A lecturer qualifies for faculty status with vote during any semester in which he or she (a) is on an appointment greater than half-time and (b) has been on such appointment for at least four semesters. [rev. 7-01]

G-2. VISITING FACULTY. A designation that, when used with a professorial title, customarily indicates that the appointee holds a regular teaching or research position at another institution. A visiting appointee who does not hold a professorial rank elsewhere may be designated as a lecturer. Appointees with visiting academic ranks (e.g., visiting associate professor, visiting professor) are considered temporary members of the university faculty. Those on full-time appointment have the privilege of voting in meetings of the university faculty and of the appropriate constituent faculties.

G-3. ACTING. Persons who are judged competent to perform particular duties may be appointed for temporary service as acting members of the faculty. An acting appointment may also be used to establish a probationary period for an initial appointment of a person who, while being considered for a regular position on the faculty, is completing the required credentials for a permanent appointment. Persons on acting status are not voting members of the university faculty or of constituent faculties.

G-4. ASSOCIATE. A title for a nonstudent with limited credentials who is assigned to a specialized teaching, research, or ~~extension-outreach~~ position. Associates are exempt staff and are not members of the university faculty or of constituent faculties.

G-5. CLINICAL FACULTY: [AT10]

a. General. The clinical faculty may be appointed for the purpose of performing practicum, laboratory, or classroom teaching in which his/her primary functions are in clinical skills instruction. Clinical faculty positions are appropriate for professional disciplines having strong applied and/or clinical elements and which will serve university units or academic departments in a supporting capacity. Appointment to clinical-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated in d below.

b. Responsibilities, Privileges, and Rights. A clinical faculty member has a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. The relationship of a clinical faculty member to UI is essentially that of a collaborator with a UI unit, program, or faculty member. The guarantees afforded by the principle of academic freedom [see 3160] are extended to members of the clinical faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of the university faculty and of constituent faculties is limited in accordance with the provisions of 1520 II-3-B. They also qualify for the faculty-staff educational privilege [see 3740]. They are not eligible for sabbatical leave.

Clinical faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Clinical faculty members, as such, do not necessarily have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise

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students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the vice president for research and graduate studies), or act as expert advisers to faculty members or groups.

2. The nature and extent of the services to be rendered are determined jointly by the clinical faculty member, his or her immediate supervisor, and the unit administrator(s) concerned.

3. Clinical faculty do qualify for the faculty-staff educational privilege [see 3740]

e. **Qualifications.** Assignment to a clinical faculty position is based on demonstrating knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to what is expected of faculty within that unit

H. NON-FACULTY. Those within this category are not members of the faculty.

H-1. POSTDOCTORAL FELLOW. Postdoctoral fellows are persons who hold the doctoral degree or its equivalent at the time of their appointment and are continuing their career preparation by engaging in research or scholarly activity. Postdoctoral fellows are special exempt employees in the category of "temporary or special" (FSH 3080 D-2 a) employees recognized by the regents. [See also 3710 B-1.b.] ~~Postdoctoral fellows are not members of the faculty.~~

H-2. GRADUATE STUDENT APPOINTEES: [See also 3080 D-2-a.]

a. Teaching Assistant. Teaching assistants conduct classroom or laboratory instruction under the supervision of a full-time member of the faculty. ~~Consult the *Graduate Bulletin* for further information. Teaching assistants are not members of the faculty.~~

b. Research Assistant. Research assistants provide research service, grade papers, and perform other nonteaching duties. ~~Consult the *Graduate Bulletin* for further information. Research assistants are not members of the faculty.~~

c. Graduate Assistant. Graduate assistants perform paper-grading and other nonteaching duties. ~~Consult the *Graduate Bulletin* for further information. Graduate assistants are not members of the faculty.~~

d. Research Fellow. This title is appropriate for registered graduate students engaged in research or scholarly activities sponsored by funds designated for fellowships. ~~Research fellows are not members of the faculty.~~

I. QUALIFICATIONS OF NONFACULTY MEMBERS FOR TEACHING UI COURSES. Persons who are not members of the university faculty but are selected to teach UI courses offered for university-level credit (including continuing-education courses and those offered by correspondence study) are required to have scholarly and professional qualifications equivalent to those required of faculty members.

3520

FACULTY TENURE

PREAMBLE: This section defines tenure and sets out the procedure by which a faculty member is evaluated, at the department, college, and university level, for a possible award of tenure. In general, the material gathered here was all an original part of the 1979 Handbook. The material that provides the first sentence of what is now subsection F, H-1, I-1 through I-3 was added in July 1987. At that time what is now subsection D (criteria for tenure) and subsections I-4 and J-1 (specifying review at the university level) were added and what is now H-4 (concerning the formal tenure-review process) greatly enlarged. Substantial revisions to D, H-3, H-4, H-5, and I-4 were made in July 1998. The tenurability of lecturers and senior instructors was clarified (Section E) in July 2001. Subsections F, G, and H were revised and J-3 added in July 2002, G-1 and H-3 were substantially revised July 2005. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. Minor rearrangements and clarifications were made January 2008. In July 2008 this section was again revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. Except where specifically noted, the rest of the text was written in July 1996. More information may be obtained from the Provost's Office (208-885-6448) or the Office of the Faculty Secretary (208-885-6151). [ed. 7-97, 7-02, rev. 7-98, 7-01, 7-02, 7-05, 7-07, 1-08]

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~~**A. DEFINITION OF TENURE.** Tenure is a condition of presumed continuing employment that is accorded a faculty member by the regents, usually after a probationary period, on the basis of an evaluation and affirmative recommendation by a faculty committee with concurrence by the faculty member's departmental administrator and college dean and by the president. Tenure is granted only when there is a reasonable assurance based on performance that the faculty member will continue to meet the standards for tenure. After tenure has been awarded, the faculty member's service can be terminated only for adequate cause, the burden of proof resting with UI [see 3910], except under conditions of financial exigency as declared by the board [see 3970], in situations where extreme shifts of enrollment have eliminated the justification for a position, or where the board has authorized the elimination of, or a substantial reduction in, an academic program. [ed. 7-98] [AT1]~~

AB. PURPOSE OF TENURE GENERAL. Tenure has as its fundamental purpose the protection of academic freedom in order to maintain a free and open intellectual atmosphere. The justification for tenure lies in the character of scholarly activity, which requires protection from improper influences from either outside or inside the university. A tenure policy strengthens the capability of a university to attract and retain superior teachers and scholars as members of the faculty. UI's tenure policy improves the quality of the faculty by requiring that each faculty member's performance be carefully scrutinized before tenure is granted and on an annual basis periodically thereafter [see FSH 3320-C]. [ed. 7-98]

BC. FURTHER DEFINITIONS.

BC-1. Board. As used throughout this section, "board" refers to the State Board of Education and Board of Regents of the University of Idaho. [*ren. ?*]

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B-12. TENURE is a condition of presumed continuing employment ~~that is~~ accorded a faculty member by the ~~regents board~~, usually after a probationary period, on the basis of an evaluation and ~~affirmative~~ recommendation by a faculty committee, ~~with concurrence~~ by the faculty member's ~~departmental unit~~ administrator, ~~and by the college dean, and by the president.~~ ~~Tenure is granted only when there is a reasonable assurance based on performance that the faculty member will continue to meet the standards for tenure.~~ [AT2] After tenure has been awarded, the faculty member's service can be terminated only for adequate cause, the burden of proof resting with UI [see 3910], except under conditions of financial exigency as declared by the board [see 3970], in situations where extreme shifts of enrollment have eliminated the justification for a position, or where the board has authorized the elimination of, or a substantial reduction in, an academic program. [ed. 7-98]

B-3C-2. University. As used throughout this section, "university" and "UI" refer to the University of Idaho.

BC-4-3. Faculty Member. For the purposes of this section and certain other sections that contain references to this subsection, "faculty member" is defined as any member of the university faculty ~~[see 1520 H-1]~~ who holds one of the following ranks: instructor, senior instructor, assistant professor, associate professor, or professor.

DC-D. CRITERIA FOR TENURE. Tenure is granted only to faculty members who demonstrate that they have made and will continue to make significant contributions in their disciplines through effective ~~performance in the responsibility areas (FSH 1565 C) as specified in their position description~~ teaching and service and their scholarship in the areas of teaching and learning, artistic creativity, discovery and application, as appropriate and specified in their position descriptions. The college and ~~departmental unit~~ criteria [see ~~HG-1~~ and ~~IH-2~~] must also be met. [rev. 7-98].

ED. TENURABLE RANKS. The tenurable ranks are: senior instructor, assistant professor, associate professor, professor, assistant research professor, associate research professor, ~~distinguished professor~~, [AT3] research professor; ~~;~~ and ~~librarian~~, ~~psychologist/licensed psychologist~~, and extension faculty ~~all~~ with the rank of assistant professor, associate professor, and professor. ~~Administrative and service positions, as such, are not tenurable. Lecturer and instructor are not tenurable ranks. (See FSH 3560 D-1.)~~ The rank of senior instructor can be used with either a tenure or non-tenure track position but it is not a rank from which a faculty member may be promoted (See FSH 1565 D-1 bC.) ~~Appointments made to the titles may be made as "tenure track" or "non-tenure track" positions.~~ [rev. 7-98, 7-01]

FE. TENURE ELIGIBILITY. The granting of tenure is based on the criteria formulated and described below and follows the procedures specified in subsections E, F, G, H, and I. Full-time faculty members who hold tenurable ranks are eligible for appointment to tenure under the conditions and through the procedures described in this section; ~~appointments to tenure may not be made, however, that will cause the number of faculty members with tenure to exceed 75 percent of the total number of faculty members.~~ [AT4]

FE-1. Tenure is not awarded automatically, but only on the basis of explicit judgment, decision, and approval. A faculty member who is eligible for consideration for tenure must be evaluated by the ~~departmental unit~~ tenure-recommending committee [see ~~HG-4~~] in accordance with the schedule in ~~GF-1~~. That committee's recommendation, together with the recommendations of the faculty member's ~~departmental unit~~ administrator, interdisciplinary leader and center administrator if appropriate, and dean, ~~including all narratives~~, is forwarded to the president for review. In the event that the administrator submitting the recommendation has not had at least one year to evaluate the candidate, he or she will, except for reasons clearly stated in writing, rely on the evaluations and recommendations of the tenure-recommending committee when submitting his or her own recommendation. ~~The candidate is responsible for demonstrating that she or he has met the criteria for tenure. The authority to award tenure rests with the board, which has~~ ~~Tenure is awarded by the board, which has delegated its authority the responsibility to the president. Before attaining tenure, (The burden of proving worth rests with the appointee candidate. A faculty member eligible for tenure is to be informed in writing of his or her appointment (by proffered contract) or nonappointment to tenure not later than June 30 of the year of review for tenure. [See H-5J-2(?).] [AT5]~~ [rev. 7-02, 1-08]

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F-2. The granting of tenure to a librarian, student counselor, other academic officer, or a member of the Cooperative University of Idaho Extension Service does not provide tenure in the particular position held. [AT6]

FE-23. To serve as the administrator of an academic department, the appointee must hold academic rank in a discipline; a departmental unit administrator is never unable to be granted tenure in his or her administrative capacity. An employee A faculty member with tenure in an academic department who is appointed to an academic administrator position retains tenure in that department. (RGP IIG6i) [rev. 7-02]

FE-34. The Board defines academic administrators who are eligible for tenure as the chief academic officer of the UI (provost), deans, department chairs, and their associates and assistants of academic units. An academic administrator may be appointed with or without academic rank, except that an administrator of an academic department must hold academic rank in a discipline. [See E-2 [AT7].] If the appointment carries academic rank, evaluation for tenure is conducted by the department in which the rank is held. In such cases, tenure will be granted only upon favorable recommendation of the department or upon successful appeal of an unfavorable departmental unit recommendation. In the event that tenure is not granted, the appointee may continue to serve in the administrative or service capacity (except as administrator of an academic department), but without academic rank. [rev. 7-02]

GF. TIME REQUIREMENTS FOR TENURE ELIGIBILITY.

GF-1. Probationary or term appointments may be for one year, or for other stated periods not exceeding one year, and are subject to renewal. [See 3900.] Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed. (RGP IIG6). Ordinarily a faculty member is not considered for tenure until the fourth full year of probationary service, and consideration is mandatory no later than the sixth full year of service. (RGP IIG6). Credit for prior experience may be given in accordance with the provisions in of GF-4. Faculty members initially employed as full professors can be appointed with tenure when this action is supported by a majority of the tenured faculty in the department or equivalent unit and by the university administration; otherwise, professors are considered for tenure during the fourth full year of service. [In [AT8] this context, unless otherwise specified, the term "year" means the appointment year, whether that is an academic, calendar, or fiscal year. When the appointment begins after January 1, then the following fiscal year date is the start date to begin counting for consideration for tenure. [AT9] A faculty member who is not awarded tenure may be given written notice of non-reappointment, or be offered a one-year terminal appointment, or be granted an additional short-term probationary appointment for not more than a twelve-month period by mutual agreement between UI and the faculty member. The decision to offer employment following a denial of tenure is in the sole discretion of the president (RGP IIG6j). [See 3900.] [rev. 7-98, 7-02, 7-05]

GF-2. Tenure evaluation procedures must be started in sufficient time to permit completion by the end of the time periods indicated in GF-1. When authorized by the president or his or her designee, the year in which the tenure decision is made may be the terminal year of employment if the decision is to deny tenure. (RGP IIG6k). [rev. 7-02]

GF-3. Satisfactory service in any professorial-tenurable rank may be used to fulfill the probationary periods required for awarding tenure. A maximum of two years of satisfactory service in the rank of instructor at UI may be recognized in partial fulfillment of the time requirement in the professorial-tenurable ranks. For the purposes of tenure eligibility only, the rank of senior instructor is considered as a professorial rank.

GF-4. In cases involving prior equivalent service experience, tenure may be granted following less than the usual period of service. In particular, a new faculty members with comparable service experience (see 3050 B) from other institutions—educational, governmental, and others—with comparable service in relation to the expectations set forth in his/her position description – instructional, research, or service positions—may be granted credit for such service experience up to a maximum of four years and may be considered for tenure after a minimum of one full year of service at UI. A faculty members initially employed as a full professors can may be appointed with tenure when this action is supported by a majority of the tenured faculty in the department or equivalent unit and by the university

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administration; otherwise, a full professors not appointed with tenure is~~are~~ considered for tenure ~~during not later than~~ the fourth full year of service. *[ed. 7-98]*

GF-5. In the event that a nontenured faculty member's ~~period of~~ service at UI has been discontinuous, prior years in the same or a similar ~~position~~ tenurable rank may be counted toward tenure eligibility, subject to the limitation stated in F-3 with respect to instructors, and subject to the conditions that:

- a. Not more than three years have passed since the ~~person~~ faculty member left UI.
- b. Applicability of the prior service toward tenure must be stated in writing before reappointment.
- c. At least one additional year is to be served before tenure is recommended.

F-76. If a tenured faculty member leaves UI and later returns to the same or a similar position after not more than three years, the appointment may be with tenure, or he or she may be required to serve an additional year before a tenure decision is made. Notification of probationary or tenure status is to be given in writing before reappointment.

GF-67. When a nontenured faculty member holding academic rank moves from one department to another within UI, the faculty member must be informed in writing by the provost, after consultation with the new department, as to the extent to which prior service will count toward tenure eligibility. (RGP IIG61) *[rev. 7-02]*.

GF-8. When a tenured faculty member moves from one position to another within UI, or accepts a change from full-time to part-time appointment, his or her tenure status does not change. While a tenured faculty member is serving as a ~~departmental~~ unit administrator, college dean, or in some other administrative or service capacity, he or she retains membership, academic rank, and tenure in his or her academic department. Should the administrative or service responsibilities end, the faculty member ~~would take up~~ presumes duties in his or her academic discipline.

GF-9. ~~An~~ compassionate extension of the probationary period for tenure ~~probationary period~~ may be granted in certain exceptional ~~cases~~ circumstances that ~~which~~ may impede a faculty member's progress toward achieving tenure, including responsibilities with respect to childbirth/adoption, significant responsibilities with respect to elder/dependent care obligations, disability/chronic illness, or other exceptional ~~circumstances beyond the control of the faculty member.~~

- a. The procedures for requesting an compassionate extension are:
 1. The faculty member provides a written request to the Provost.
 2. Requests should be made in a timely manner, proximate to the events or circumstances ~~which~~ that occasion the request. All requests should state the basis for the request and include appropriate documentation.
 3. Except to obtain necessary consultative assistance on medical or legal issues, only the provost will have access to documentation pertaining to a request related to disability or chronic illness. The provost will, at his or her discretion, determine if consultation with the dean and/or department is appropriate. The provost shall notify the faculty member, department chair, and dean of the action taken.
 4. In most cases, extension of the ~~tenure~~ probationary period will be for one year. However, longer extensions may be granted upon a showing of need by the faculty member. Multiple extension requests may be granted. All requests for ~~tenure~~ probationary period extensions shall be made prior to commencing with a tenure or contract renewal review.
 5. If a ~~tenure~~ probationary period extension is approved, a reduction in ~~scholarly~~ productivity during the period of time addressed in the request should not prejudice a subsequent contract renewal decision. ~~Any faculty member in probationary status more than the ordinary probation period~~

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~~specified in 3520 G-1 because of extensions shall be evaluated as if the faculty member had been on probationary status for the ordinary probation period.~~

HG. EVALUATION FOR TENURE.

HG-1. Departmental/Unit Criteria. The faculty of each unit or equivalent unit establishes specific criteria for ~~tenure in teaching, research, and service pertaining to tenure of their members.~~ The criteria shall include a statement regarding the ~~role value and weight~~ ascribed to of interdisciplinary activity. ~~Departmental criteria are subject to review by the college committee on tenure and promotion for consistency with the college criteria. Such criteria~~ They unit criteria may be changed-revised at any time by a majority vote of the departmental/unit faculty, but and they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). Any such rRevisions may not be retroactive but, for tenure evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. Unit criteria must be consistent with the college criteria and are subject to review by the college committee on tenure and promotion. [rev. 7-06, 1-08]

G-2. College Criteria. College criteria must be consistent with university criteria.

HG-2. Annual Review (FSH 3320). ~~All faculty members, tenured and Nontenured, are reviewed each year by the appropriate departmental administrators [see 3320]. In most cases, (The principal basis for evaluation the annual review is performance in relation to the position descriptions for the period under consideration where such descriptions have been developed according to the policies stated in FSH 3050 and in relation to the unit criteria for tenure and promotion. In the case of members of instructional faculty, the annual student evaluation of teaching is carefully weighed in this review. Each college must have procedures that guarantee that the student evaluations are considered (college procedures are subject to review and approval by the president and the board). The unit administrator's annual evaluations, including all narratives and any evaluative comments provided by interdisciplinary/center administrators or from those administrators of faculty holding joint appointments together with the judgments of higher administrators, are used as one of the bases for recommendations concerning salary, reappointment, nonreappointment, promotion, tenure, or other personnel actions, as appropriate. The departmental administrator communicates in writing to each faculty member evaluated an assessment of strengths and weaknesses[a10].~~

HG-3. Third Year Review. A more thorough review by a non-tenured faculty member's colleagues is held during the 24 to 36 months period after beginning employment at UI. The candidate creates a professional portfolio (see FSH 3570). A committee is appointed, in accordance with procedures determined by each unit, to consider the progress of each faculty member. The detailed procedures for appointing the committee and conducting the third-year review are developed by the faculty of each ~~department-unit~~ and made a part of the unit bylaws. In case of a conflict, the below requirements in a. supersede college and department/unit bylaws[AT11]. [rev. 7-98, 7-05, 1-08]

a. At a minimum, the candidate must submit the following materials:

1. Current curriculum vitae;
2. Annual evaluations and other progress reviews from ~~unit administrator-department chair(s), dean(s), and center executive administrator(s)~~ where applicable; ~~i.e., in the case of joint appointments and appointments where interdisciplinary activities are part of the faculty member's position description, or in cases where faculty are located at Centers-centers or offsite locations, the secondary unit administrator department chair(s) and dean and/or center executive administrators' evaluative~~ comments should shall also be included;
3. Context statement written by the faculty member (limited to two pages) and approved by the department/college administrator(s), and center executive as applicable. ~~Statement may include~~

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~~expectations placed on a faculty member by circumstances extant at research institutes, interdisciplinary departments or centers, the requirement of joint appointments or other special circumstances;~~

~~4. Teaching portfolio (includes goals, responsibilities, evaluations, results and appendix, or exhibits), the narrative is limited to five pages;~~

~~5. Research and service Research and service statements as needed. These areas are often adequately represented in the vita; and~~

3. Professional Portfolio (see FSH 3570);[AT12]

~~64. Supporting materials. For example, it is appropriate to include a statement on of progress from the faculty member's progress from their mentor. At the candidate's discretion, additional material may be prepared and made available to all who are evaluating his/her suitability for tenure and/or promotion. Materials from the following areas, should also be included as appropriate: advancement, interdisciplinary activity, professional development and professional service.~~

~~b. In case of a conflict, these requirements supersede college and department bylaws. The non-tenured faculty member is given a copy of the committee's report and is informed in writing by the unit administrator of strong and weak points that are brought out by this review. The following materials are then submitted to the Provost's Office:~~

- ~~1. Analysis, and recommendations and narratives from:~~
 - ~~a) Dean,~~
 - ~~b) Department/Unit chair and, where applicable, interdisciplinary program leaders/administrators/leaders (those listed on the faculty member's narrative attached to his/her position description) and center administrators, and/or administrators of faculty in joint appointments, and~~
 - ~~c) Review committee(s).~~
- ~~2. Complete portfolio of 3rd year review materials.~~

HG-4. Formal Tenure Review.

~~a. The formal evaluation for the granting of tenure is made on the basis of the faculty member's potential requires assessing the faculty member's performance in meeting the criteria for tenure. effectiveness as a continuing member of the UI community. [hg13] To initiate the formal evaluation for the granting of tenure to a faculty member, the departmental-unit administrator (or college dean if the departmental-unit administrator is under consideration for tenure) obtains the position descriptions and annual evaluations (including all narratives) for the relevant period, the third-year review (all maintained in the departmental-unit office), the professional portfolio (from the nontenured faculty member, see FSH 3570), summary scores of student evaluations from all classes taught (Institutional Research and Assessment), and the curriculum vitae, and reviews all of the latter previous listed documentation as to for its completeness and accuracy with the person concerned candidate. [rev. 7-98, 7-02, 1-08]~~

~~b. Except in the case of senior instructors, The departmental-unit administrator will request an evaluation of the candidate's performance of every candidate for tenure from three to five appropriate external reviewers, who should include tenured faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking. The names of at least two of these reviewers will be selected from a list will have been suggested by the nontenured faculty member candidate. (See also External Peer Review Guidelines on the Provost website at <http://www.promo-tenure.uidaho.edu/default.aspx?pid=100100->.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions (including all narratives) for the relevant period, the~~

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professional portfolio, and up to four examples of the candidate's scholarly work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university have been completed, the responses to these requests external reviewers' evaluations will be shown to the faculty member after every effort has been made to ensure the reviewer's anonymity of these authors has been made. [add. 7-98, rev. 7-02, 1-08]

c. Copies of position descriptions, unit tenure criteria, annual evaluations, ~~the third year review~~, including all narratives, the third-year review (if applicable), the professional portfolio, summary scores of the student evaluations, the curriculum vitae, and outside external peer review letters are forwarded to each person participating in the review at the ~~departmental unit~~ and higher levels. Additional Supplementary material, supplied by the faculty member, if any, should shall be available for review in the departmental unit office. The results of the student evaluations of teaching must be carefully weighed and used as a factor in judging assessing the teaching component in tenure determinations. It is expected that tThe departmental unit administrator making the recommendation concerning tenure will, insofar as practicable, solicit, and address in his/her summary, have sought and considered the evaluative ~~ons~~ comments regarding of the candidate made from by all tenured faculty members of the ~~department unit~~, and from interdisciplinary leaders program directors and/or center administrators (if appropriate applicable), and from the ~~departmental unit~~ tenure-recommending committee (see HG-4-d). Any person having a familial or other similar significant relationship with tThe candidate ~~faculty member's spouse~~ is not permitted to serve in any capacity in the review process. Each ~~department unit~~ is responsible for developing procedures in its bylaws that meet the requirements of this subsection (~~departmental unit~~ bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form that is to be used in transmitting the recommendations made at each stage of evaluation for tenure appears as the last two pages of this section. Included in the criteria for formal evaluation is participation in international activities. [Ron14] [See also 3380 D.] [rev. 7-98, 7-02, 1-08]

d. The ~~departmental unit~~ tenure-recommending committee includes the following, each with full vote: one or more tenured faculty members, one or more nontenured faculty members, one or more persons from outside the ~~department unit~~, and, in cases involving the evaluation or review of members of the instructional faculty, one or more students sufficient to ensure equity of representation and who have had experience in the ~~department unit~~ with which the faculty member being evaluated is associated. In cases involving the evaluation of individuals involved significantly in interdisciplinary activities, one or more members of the appropriate interdisciplinary program(s) faculty shall be included on the committee. Students are to comprise no less than 25 percent and no more than 50 percent of the committee. No faculty member serves on the ~~departmental unit~~ tenure-recommending committee when it is considering his or her own case. Nor is tThe dean is permitted to attend excluded from the ~~departmental unit~~ committee's process deliberations. Each unit is responsible for developing procedures, including protocols for voting, in its bylaws that meet the requirements of this subsection (unit bylaws are subject to review and approval by the provost, see FSH 1590). [rev. and ren. 1-08]

HG-5. Forwarding Materials. The ~~departmental unit~~ administrator forwards his or her completed copy of the recommendation form for each person being considered to the dean along with the recommendation of the ~~departmental unit~~ tenure committee, including all narratives and external review letters. A summary of votes, and any The individual comments recommendations submitted by tenured faculty members are also forwarded. Before forwarding the materials to the college, tThe findings of the ~~department unit~~ faculty and ~~department unit~~ administrator are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the ~~department unit~~ level. The candidate has one week from receipt of the findings to may respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the ~~departmental unit~~ criteria for tenure have been misinterpreted. Any such letter clarification is forwarded with the rest of the candidate's materials to the college. [rev. 7-98]

HG-6. Departmental-Unit Administrator under Review for Tenure. If a ~~departmental unit~~ administrator is under consideration for tenure, the forms completed by the ~~departmental unit~~ tenure committee and the tenured faculty

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members concerned are forwarded directly to the dean and the dean is responsible for making the summary. (See also FSH 1420 E-6)

II. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

II-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. *[ed. 7-98]*

II-2. College Criteria. Each college ~~shall have bylaws, adopted committee on tenure and promotion recommends, for adoption by the college faculty, specifying criteria consistent with FSH 1565 C in teaching, research, and service~~ for granting tenure (and promotion to specific ranks) in that college. The criteria shall include a statement regarding the ~~role~~value and weight ascribed to interdisciplinary activity. College criteria must be compatible with the university-wide criteria as specified in FSH 1565 and C above 3560, and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. *[ed. 7-98, 7-01, rev. 7-06]*

II-3. College Standing Committee Recommendations. The College standing committee makes recommendations to the dean and the provost on the tenure of individual faculty members. *[rev. 1-08]*

II-4. Dean's Recommendation. The dean considers the recommendations made by the college's committee on tenure and promotion and makes his or her own recommendations. It is advisable that the dean confer collectively with the ~~departmental unit~~ administrators about the merits of the faculty members whom they are recommending for tenure. ~~Before forwarding the materials to the provost, the findings of the college committee(s) and the dean are relayed to the candidate in writing indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to may respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the college criteria for tenure have been misinterpreted. Any such letter clarification is forwarded with the rest of the candidate's materials to the provost.~~ *[rev. 7-98, 1-08]*

III. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL.

III-1. The individual recommendations, together with the summary recommendations of the ~~departmental unit executive administrator~~, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. *[rev. 7-02]*

III-2. The awarding of tenure to an eligible faculty member is made only by a positive action of approval by the president. The president gives notice in writing to the faculty member of the granting or denial of tenure by proffered written contract, of appointment or nonappointment to tenure not later than June 30 (see also FSH 3900 B) after the academic year during which the decision is made. (RGP IIG6c). Notwithstanding any provisions in this section to the contrary, no person is deemed to have been awarded tenure solely because notice is not given or received by the prescribed times. No faculty member may construe the lack of notice of denial of tenure as signifying the awarding of tenure. If the president has not given notice to the faculty member as provided herein, it is the duty of the faculty member to make inquiry to ascertain the decisions of the president. *[rev. 7-02]*

III-3. The board requires the president to provide a list of the faculty members granted tenure in the university's regular semi-annual report to the board. (RGP IIC4b). *[add. 7-02]*

(Form on next two pages)

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**REPORT OF EVALUATION AND RECOMMENDATION
 FOR AWARDING OF TENURE**

Date _____

Candidate's Name _____

Rank _____

Department or Unit _____

VERIFICATION OF ELIGIBILITY FOR TENURE

Criteria of eligibility for tenure are met as follows:

_____ Candidate holds a tenure-track position and a tenurable rank [see section 3520 E of the *Faculty-Staff Handbook*].

_____ Candidate has served one full year, or more, at UI in the rank of senior instructor or above.

Candidate has completed ____ full years of probationary service at UI by serving ____ full years in the rank of _____ (from _____ to _____), ____ full years in the rank of _____ (from _____ to _____), and ____ full years in the rank of _____ (from _____ to _____) [not more than two years in rank of instructor at UI may be counted]; and by being credited with not more than four years of equivalent service for ____ full years as _____ (rank) at _____ (institution) and ____ full years as _____ at _____.

We concur in the foregoing statements:

 (Candidate)

 (Departmental/Unit Administrator)

=====

REQUIRED ELEMENTS OF EVALUATION

Having reviewed the documents as referenced in G-4 c. candidate's curriculum vitae, position descriptions and annual evaluations (including all narratives), we concur in their completeness and accuracy. Other documentary material deemed by either of us to be pertinent has been appended to the curriculum vitae.

 (Candidate)

 (Departmental/Unit Administrator)

Copies of the documents as referenced in G-4 c. curriculum vitae, position descriptions and annual evaluations (including all narratives) and supplementary material, and attachments, if any, were made available to the persons or groups called upon to participate in the evaluation of the candidate and to make recommendations on the awarding of tenure. Statistics and comments derived from student evaluations of the candidate's teaching performance were furnished to the same persons and groups. Files of student evaluations were made available for inspection in the college or departmental office.

 (Departmental/Unit Administrator)

 Departmental/Unit Administrator, (faculty with Joint Appointment)

 Interdisciplinary/Center Administrator (when appropriate)

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Interdisciplinary/Center Administrator (when appropriate)

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RECOMMENDATIONS

Each reviewing person or group enters its recommendation below. If there are any considerations that support this conclusion, other than those contained in the records presented to the reviewers, a brief statement of those considerations ~~should~~ shall be appended.

The ~~departmental~~ unit tenure-recommending committee ____ does ____ does not recommend that tenure be granted: there were ____ votes in favor of and ____ votes against recommending that tenure be granted, and there were ____ abstentions.

(Committee Chair)

The tenured faculty members of the ~~department~~ unit ____ do ____ do not recommend that tenure be granted: there were ____ votes in favor of and ____ votes against recommending that tenure be granted, and there were ____ abstentions.

(~~Departmental~~ Unit Administrator)

I ____ do ____ do not recommend that tenure be granted.

(~~Departmental~~ Unit Administrator)

The college committee on tenure ____ does ____ does not recommend that tenure be granted.

(Committee Chair)

I ____ do ____ do not recommend that tenure be granted.

(Dean)

I ____ do ____ do not recommend that tenure be granted.

(President)

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3560

FACULTY PROMOTIONS

PREAMBLE: This section discusses promotion in rank and the procedures by which a faculty member is evaluated, at the department, college, and university level, for a possible promotion. In particular the charge of the University Level Promotions Committee is given (subsection G). This section was an original part of the 1979 Handbook and has been revised in very minor ways several times since. In July 1994 it was more substantively revised: subsections A and B were largely rewritten to emphasize the faculty's responsibility for promotion, G-2 (add a "presumption in favor" of the candidate under certain conditions at the university level) and the last sentence of H (providing feedback to the candidate) added. Again in July 1998 there were substantial revisions to E-2 (making formal the requirement and procedures for an external review), and E-5 and F-5 (providing a feedback loop between candidate and subsequent evaluators). In July 2000 section B was revised to make clear that eligibility for promotion in rank necessitated a history of position descriptions that required activities consistent with the criteria for that rank. In July 2002 section D was edited to clarify promotion schedules at each rank. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. In January 2008 the section underwent some minor editing and revising to bring it into greater conformity with other sections of the Handbook. ~~In July 2008 this section was again revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. Except where otherwise noted, the text is as of July 1996. Further information may be obtained from the Provost's Office (208-885-6448) and the Office of the Faculty Secretary (208-885-6151).~~ [rev. 7-00, 7-02, 7-07, 1-08]

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- F. Review of Recommendations at the College Level
- G. Review of Recommendations at the University Level
- H. Report of Recommendations Forwarded
- I. Appeal
- J. Annual Timetable for Promotion Consideration

A. GENERAL. Promotion to a rank requires the faculty member to meet the requirements for that rank. Responsibility for the effective functioning of promotion procedures rests with faculty and administrators. Decisions are based on thorough and uniform evaluation of the faculty member's² performance in relation to the expectations as listed in their/his/her position description, teaching, scholarship, and service. [1565 ~~CA-2, A-3, A-4, A-5, and A-6~~] Performance of university administrative duties as a unit administrator is not a consideration in promotion. [ed. 1-08]

B. BASES OF EVALUATION. Promotion in rank is granted only when there is reasonable assurance, based on performance, that the faculty member will continue to meet the ~~set~~ standards for promotion. ~~The faculty member's² position descriptions [see FSH 3050], covering the period since appointment to his or her current rank, provides a frame of reference for the departmental-unit expectations for satisfactory performance. When the appointment occurs after January 1, the following fiscal year is the first year of the promotion consideration period.~~ In order to form a basis for promotion in rank, the position descriptions must require activity consistent with the criteria for that rank as stated in FSH 1565. The faculty member's professional portfolio and other documents are ability and performance, judged in the context of unit and college by-laws as well as the documents listed in E-2 a and b below. ~~these position descriptions, constitute the principal bases for evaluation of the faculty member for promotion. Evidence of teaching, scholarship, creative accomplishments, and service shall be considered in this evaluation process, using annual performance evaluations and other documents [see also 1565 CA-2, A-3, A-4, A-5, and A-6].~~ [rev. 7-00, ed. 1-08]

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C. RESPONSIBILITY. The responsibility for submitting recommendations in accordance with the prescribed schedule [see D] falls on the ~~departmental-unit~~ administrator or on the dean of the college if the college is not departmentalized. Small ~~departments-unit~~ or ~~divisions~~ may be joined with others for this purpose. The intent is to secure an adequate body of recommendations from those concerned and qualified to participate in the evaluation. The procedure involves successive considerations of the candidate, beginning with the faculty member's colleagues at the ~~departmental-unit~~ level, and proceeding through the college level to the university level. Interdisciplinary ~~team-leaders~~ and center administrators are to be included as appropriate. [rev. 1-08]

D. SCHEDULE. Consideration of each faculty member for promotion is required according to the following schedule:

D-1. Instructors. Instructors are considered for promotion before the end of the third (in exceptional cases, the fourth) year of full-time service in this rank. Part-time service is not considered in determining the time for mandatory consideration for promotion. Periods of full-time service need not be consecutive; however, if there is an interruption of more than three years' duration in an instructor's full-time service, the instructor and the ~~departmental-unit~~ administrator may agree on an adjustment in the amount of full-time service that must be completed before consideration must be given to the instructor's promotion, such adjustment being subject to approval by the provost. If an instructor who is serving full-time with primary responsibilities in teaching is not promoted by the end of the year in which consideration for promotion is mandatory, the following year will be his or her terminal year. The provisions of this paragraph do not apply to the rank of senior instructor, which is, except in very rare instances, a terminal rank that does not lead to promotion to the professorial ranks. [See 1565 D-1 b-C-5]. [ed. 7-00, 7-04]

D-2. Assistant Professors. Assistant professors are considered for promotion before the end of their sixth year in that rank. When an assistant professor has been considered for promotion and not promoted, he or she will be considered again no less frequently than at five-year intervals. The review may be delayed upon the request of the assistant professor and the concurrence of the ~~department-unit~~ administrator and the dean. Assistant professors who have served eight years in that rank shall be considered for promotion following the process established in this policy. [ed. 7-97, ed. 7-02]

D-3. Associate Professors. Associate professors are considered for promotion before the end of their seventh year in that rank. If review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review required by the board of regents. (RGP IIG 6g) When an associate professor has been considered for promotion and not promoted, he or she should be considered again within five years. The review may be delayed upon the request of the associate professor and the concurrence of the ~~unit~~~~department~~ administrator and the dean. [ed. 7-02]

D-4. Early Consideration for Promotion. In addition to those whose consideration is mandated by this schedule, ~~any~~ faculty member may be considered for promotion at an earlier time if nominated for consideration by a faculty member of the recommending unit whose rank is higher than that of the nominee. It is suggested that the faculty member proposing to make the nomination confer with the administrator concerned on the merits of giving early consideration to the nominee. If it is determined that the nomination is to be made, the evaluation process is initiated by the recommending faculty member using a copy of the form that appears at the end of this section. The remainder of the evaluation process is the same for these additional candidates as it is for those regularly scheduled for consideration. A faculty member may request consideration of himself or herself for promotion but such a request does not require that the evaluation and recommendation process be carried out. [ed. 7-97, rev. 1-08]

D-5. Credit for Prior Service/Experience. In cases involving prior equivalent ~~service~~ experience, promotion may be considered following less than the usual period of service. In particular, a new faculty members with comparable experience (see 3050 B) from other institutions —educational, governmental, and others with comparable service in relation to the expectations set forth in his/her position description instructional, research, or service positions—may be granted credit by the provost for such ~~service~~ experience up to a maximum of four years.

E. EVALUATION AND RECOMMENDATION AT THE ~~DEPARTMENTAL-UNIT~~ LEVEL. [ed. 7-97]

E-1. ~~Departmental-Unit~~ Criteria. The faculty of each ~~department-unit~~ or equivalent unit establishes, as appropriate for the unit, specific criteria that are consistent with criteria in 1565 C ~~—in teaching, research, and service pertaining to—~~ for promotion in rank of their members. The criteria shall include a statement regarding the role ~~value and weight ascribed to~~ of interdisciplinary activity. ~~Departmental-Unit~~ criteria are subject to review by

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the college standing committee on tenure and promotion for consistency with the college criteria. Such criteria may be ~~changed~~ revised at any time by a majority vote of the ~~departmental-unit~~ faculty, but they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). ~~Any such r~~Revisions may not be retroactive but, for promotion evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. [rev. 1-08]

E-2. Formal Promotion Review.

a. The formal evaluation for promotion requires assessing the faculty member's performance in meeting the criteria for promotion. To initiate the formal promotion evaluation ~~for promotion of a faculty member~~, the ~~departmental-unit~~ administrator (or college dean if the ~~departmental-unit~~ administrator is under consideration for promotion) obtains the position descriptions for the relevant period (maintained in the ~~departmental-unit~~ office), annual performance evaluations, and the third year review if conducted while in the current rank, including all narratives, the professional portfolio (from the faculty member), summary scores of the student evaluations of all classes taught (from Institutional Research and Assessment), and the curriculum vitae, and reviews the latter ~~as to its~~ for completeness and accuracy with the faculty member ~~person concerned~~. [ren. & rev. 1-08]

b. The ~~department-unit~~ administrator will request an evaluation of the candidate's performance ~~of every candidate for promotion~~ from three to five appropriate external reviewers, who should include faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking, holding at least the rank of associate professor. The names of at least two of these reviewers will ~~have been selected from a list~~ suggested by the candidate for promotion. (Also see External Peer Review Guidelines on the Provost website at <http://www.promo-tenure.uidaho.edu/default.aspx?pid=100100>.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions for the relevant period (including all narratives), the professional portfolio, and up to four examples of the candidate's scholarly work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university ~~have been~~ are completed, the external reviewers' responses ~~evaluations to these requests~~ will be shown to the faculty member after every effort has been made to ensure the reviewers' anonymity ~~of these authors has been made~~. [ren. 1-08]

c. Copies of ~~these~~ documents referred to in E-2 a. ~~are furnished~~ made available to each person participating in the review at the ~~departmental-unit~~ and higher levels. Additional Supplementary material, if any, supplied by the faculty member should ~~shall~~ be available for review in the ~~department-unit~~ office. [See also 3380 D.] The results of the student evaluations of teaching must be carefully weighed and used as a factor in judging ~~assessing~~ the teaching component in promotion decisions. [rev. 7-98, ren. 1-08]

d. A promotion committee shall be formed consistent with unit by-laws. If one is not specified, the structure of the tenure committee as described in FSH 3520 G-4 d. shall be used.

~~de.~~ Members of the faculty of the candidate's ~~department-unit~~ (or group of small ~~units~~ departments joined together for this purpose) whose ranks are higher than that of the candidate are afforded an opportunity to submit their opinions and recommendations on the candidate's promotion on the lower portion of the front page of the prescribed form. ~~It is expected that t~~The ~~departmental-unit~~ administrator making the recommendation ~~concerning promotion will, insofar as practicable,~~ solicit, and address in his/her summary, to ~~have sought and considered the evaluative~~ ons comments of regarding the candidate from ~~made by all faculty members (within the candidate's unit) of a higher rank than the candidate of the department, from interdisciplinary program directors leaders and/or center administrators (if appropriate) applicable).~~ Any person having a familial or other similar significant relationship with the candidate ~~The faculty member's spouse~~ is not permitted to serve in any capacity in the review process. Each ~~department-unit~~ is responsible for developing procedures in its bylaws that meet the requirements of this subsection (~~departmental-unit~~ bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form ~~that is to be used in transmitting the recommendations made at each stage of evaluation for promotion appears as the last two pages of this section. Included in the criteria for formal evaluation is participation in international activities.~~ [See also 3380 D.] [rev. & ren. 1-08]

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~~ef.~~ The ~~departmental-unit~~ administrator completes the first section on the back of the recommendation form. In arriving at ~~his or her~~ a conclusion, the administrator carefully considers ~~and gives weight to~~ the following (particularly as they relate to the factors listed in B): the information obtained from the curriculum vitae, the position descriptions (including all narratives), the conference with the candidate, the recommendations solicited from the candidate's colleagues, the external reviewers, interdisciplinary administrators and/or center administrators (if applicable) and the results of annual student evaluations of teaching (in the cases of teaching members of the faculty). *[ren. 1-08]*

E-3. Forwarding Materials.

a. Before forwarding the materials to the college, the unit administrator shall forward the following to the candidate:

- the written findings of the unit faculty and/or committee's report and vote,
- the department his or her administrator written report which shall include indicating strengths as well as weaknesses as perceived at the unit/department level.

The candidate has one week from receipt of the above to respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the ~~departmental-unit~~ criteria for promotion have been misinterpreted. Any such clarification is forwarded with the rest of the candidate's materials to the college.

b. The departmental-unit administrator then forwards the following items to the dean:

- his or her completed copy of the recommendation form for each person considered to the dean.
- the forms submitted by individual faculty members, including responses from external reviewers, interdisciplinary administrators and/or center administrators (if applicable)
- a summary of votes and any comments
- Any clarification received from the candidate as noted in "a" above. are also forwarded to the dean.

E-4. The names of the members of the unit committee are made public after the committee's recommendations have been forwarded.

E-54. Departmental-Unit Administrator Under Review for Promotion. If a ~~departmental-unit~~ administrator is under consideration for promotion, the forms completed by the faculty members concerned, are forwarded directly to the dean and the dean is responsible for making the summary. (See also FSH 3320 C-2) *[ren. 1-08]*

F. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

F-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve for terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. *[rev. 1-08]*

F-2. College Criteria. Each college shall have bylaws, adopted committee on tenure and promotion recommends, for adoption by the college faculty, specifying criteria consistent with FSH 1565 C in teaching, research, and service for granting promotion to specific ranks in that college. The criteria shall include a statement regarding the role, value and weight ascribed to interdisciplinary activity. Such College criteria must be compatible with the university-wide criteria as specified in 1565, 3520, and section A above and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. *[rev. 1-08]*

F-3. College Standing Committee Recommendations. The college standing committee makes recommendations to the dean and provost on promotion of individual faculty members.

~~**F-4.** Assistant professors who have served eight years in that rank, have consistent records of good or superior performance in their principal assigned duties, have been regularly rated in the top categories for salary adjustment, have terminal degrees, and are recommended for promotion by their departmental administrators are not given further consideration at the college level but have their names automatically placed before the university-level review committee.~~

F-45. Dean's Recommendations. The dean considers the recommendations made by the college's committee on promotion and makes a his or her own recommendation. It is advisable that the dean confer collectively with the ~~departmental unit~~ administrators about the merits of the faculty members whom they are recommending for promotion. Before forwarding the materials to the provost, the findings of the college committee(s) and the dean are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to may respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the college criteria for promotion have been misinterpreted. Any such ~~letter clarification~~ is forwarded with the rest of the candidate's materials to the provost. [rev. 7-98]

F-56. The names of the members of the college committee are made public after the committee's recommendations have been forwarded.

G. REPORT OF RECOMMENDATIONS FORWARDED. When an administrator forwards a his or her recommendation on each candidate to the next higher level, he or she simultaneously reports, in writing, the disposition of each case recommendation to the candidate concerned and to those who have submitted recommendations on that candidate. If the recommendation is negative, then reasons for the negative recommendation are transmitted in writing to the candidate. [ed. 7-97, ren. 1-08]

H. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL BY THE PROMOTIONS REVIEW COMMITTEE. [ren. 1-08]

H-1. All individual recommendations, together with the summary recommendations of the unit administrator, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. [rev. 1-08]

H-2. A ~~University-level Promotions Review~~ Committee of faculty members, chaired by the provost, is named each year. The committee reviews each promotion recommendation with specific reference to university guidelines and the criteria established by the department unit and college of the faculty member concerned and reflected in the faculty member's position descriptions for the relevant period; this review involves full consideration of the material that was used in making the recommendations at the departmental unit and college levels.

a. One-third of the committee's membership is randomly selected by the provost from the previous year's committee; the remaining ~~der of the~~ members are selected by the provost and the chair and vice chair of the Faculty Council-Senate from nominations submitted by the senate. The random selection of carryover members is done one week before the senate makes its nominations. The delegation representing the College of Letters, Arts and Social Sciences on Faculty Council-Senate nominates six faculty members who should be representative of the breadth of the disciplines within the college from the college two each from (a) the social sciences and humanities, (b) the natural sciences, and (c) communication, music, and theatre arts. The delegation representing the College of Agricultural & Life Sciences on Faculty Council-Senate nominates four faculty members from the college--two each from (a) faculty with greater than 50% teaching and research appointments and (b) faculty with greater than 50% Cooperative University of Idaho Extension Service appointments. The delegations from each of the other colleges and the Faculty-at-Large each nominates two faculty members from their its constituencies.

b. Membership of the committee, including carryover members, consists of the provost (chair), three representatives from the College of Letters, Arts and Social Sciences, two representatives from the College of Agricultural & Life Sciences, one representative from each of the other ~~constituencies~~ colleges, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs. The provost, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs shall be ex-officio members without vote. A subcommittee, designated by the provost, of the Promotions Review Committee is given the particular responsibility of evaluating recommendations for promotion Applications of faculty members being considered for promotion from in the University Library, Law Library, Counseling and Testing Center, and the Cooperative University of Idaho Extension will be presented by the University Promotions Committee's representative whose own position most closely matches that of the applicant Service. The names of the members of the departmental and college advisory committees

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~~are made public after the committee's recommendations have been forwarded.~~ [at1] The names of the members of the University Promotions Committee will be made public as soon as the committee's recommendations have been forwarded ~~all have been appointed~~. The chair will conduct voting on candidates by closed ballots. [rev. 7-97, ren. 1-08]

H-3. A presumption in favor of promotion shall exist for each candidate who comes to the ~~university-level~~ University Promotions Review Committee with a favorable recommendation from all of the committees ~~which that~~ have considered the matter at the ~~departmental-unit~~ and college level, from the ~~department-unit~~ chair and dean directly involved, and from a majority of the faculty members who submitted a recommendation pursuant to section E-2.d.3 above. Upon showing that the lower level recommendations were made without due regard for the university criteria for the rank sought pursuant to section 1565, Faculty Ranks and Responsibilities, the presumption shall be overcome, and in such case the University Promotions Review Committee shall state in writing the reasons for the decision. [ed. 7-98, ren. 1-08]

I. APPEAL. When a person is informed (after the recommendations of the ~~university-level~~ University Promotions Review Committee have been considered) that there has been a decision not to recommend his or her promotion to the regents, he or she has the right of appeal. [See 3840.]

J. ANNUAL TIMETABLE FOR PROMOTION CONSIDERATIONS. The process of promotion considerations is carried out annually. The unit level evaluation for promotion begins summer/early fall and shall follow the according to the following approximate timetable provided by the provost and published on his website.:

~~November~~ Summer: Promotion evaluations begin at the departmental unit level.

~~December~~: Departmental Unit administrators must have sent their promotion recommendations to their deans. Each candidate must have been notified of the nature of the departmental unit administrator's recommendation.

~~December~~: Deans must have sent their recommendations to the provost. Each candidate and the departmental unit administrator concerned must have been notified of the nature of the dean's recommendation.

~~February~~: The university level Promotions Review Committee meets. [See FH? 2 above.]

~~March~~: Candidates for promotion and their deans and departmental unit administrators are notified as to whether their promotions in rank will be recommended by the president provost to the president regents.

[ed. 7-99]

(Form on next two pages)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

REPORT OF EVALUATION AND RECOMMENDATION FOR PROMOTION IN FACULTY RANK

Date _____

Name _____ ~~Department or Unit~~ _____

Considered for promotion to the rank of _____

Has served in the rank of _____ since _____

REQUIRED ELEMENTS OF EVALUATION

Having reviewed the candidate's curriculum vitae, position descriptions and annual evaluations (including all narratives), and annual reviews, we concur in ~~its~~ their completeness and accuracy. Other documentary material deemed by either of us to be pertinent has been appended to the curriculum vitae.

(Candidate)

(~~Departmental~~ Unit Administrator)

Copies of the documents as referenced in E-2 ~~curriculum vitae, position descriptions and annual evaluations (including all narratives) and supplementary material, if any~~, were made available to the persons or groups called upon to participate in the evaluation of the candidate and to make recommendations on his or her promotion. ~~Statistics and comments derived from student evaluations of the candidate's teaching performance were furnished to the same persons and groups. Files of student evaluations were made available for inspection in the college or departmental office.~~

(~~Departmental~~ Unit Administrator)

(~~Departmental~~ Unit Administrator, (Faculty with joint appointments)

Interdisciplinary/Center Administrator (when appropriate)

Interdisciplinary/Center Administrator (when appropriate)

===== (cut along these lines) =====

RECOMMENDATIONS

Each reviewing ~~person individual or group~~ enters his/hers recommendation below. If there are any considerations that support this conclusion, other than those contained in the records presented to the reviewers, a brief statement of those considerations should be appended.

I judge the candidate's performance of the duties assigned in his or her position description to be:

- _____ excellent
- _____ good
- _____ average
- _____ poor
- _____ unsatisfactory

I _____ recommend

_____ do not recommend

_____ abstain from making a recommendation on the proposed promotion.

(Signature)

(Rank)

(~~Department~~ Unit)

(Recommendations continue on back of form)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

Evaluations of the candidate and recommendations on the proposed promotion have been submitted by ____ faculty members. Of these, ____ judged the candidate's performance of assigned duties to be excellent, ____ judged it to be good, ____ average, ____ poor, and ____ unsatisfactory.

Moreover, ____ recommended promotion, ____ recommended against it, and ____ abstained from making a recommendation.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

(~~Departmental~~ Unit Administrator)

The college committee on promotions ____ does ____ does not recommend the proposed promotion. The committee's vote was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

(Committee Chair)

The ~~departmental-unit~~ administrators of this college (did)(did not) meet to consider collectively all of the recommendations submitted by the ~~units~~ departments. The vote of this ~~body group~~ was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

(Dean)

In the university-level review committee, the votes were: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

(Provost)

I ____ do ____ do not recommend that the candidate be promoted.

(Provost)

I ____ do ____ do not recommend that the candidate be promoted.

(President)

UI FACULTY-STAFF HANDBOOK

CHAPTER THREE:

EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

January 2008

3570

PROFESSIONAL PORTFOLIO

PREAMBLE: This section was introduced to the Handbook July 1998 as section B of 1565. For better ease of access it was made its own section in January 2008. In July 2008 this section was revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. More information may be obtained from the Provost's Office (208-885-6448), or the Office of the Faculty Secretary ((208 885 6151).

CONTENTS:

- A. Introduction
- B. Professional Portfolio for Third-Year Review, Tenure, and/or Promotion

A. INTRODUCTION. Evidence of effective teaching, and scholarship and creative activities, ~~in the areas of teaching and learning, artistic creativity, discovery, and application/integration outreach and extension, and organizational leadership (FSH 1565 C) are~~ is to be provided ~~within the framework of~~ a professional portfolio submitted by the faculty member for the third year review (FSH 1565 ~~GH-3~~) and when under consideration for tenure and promotion. The professional portfolio should be designed to complement the faculty member's current curriculum vitae and position descriptions. For evaluative purposes, individual faculty members may also ~~prepare and submit~~ prepare and submit a portfolio on an annual basis. The professional portfolio ~~should~~ addresses all aspects of ~~then individual~~ faculty member's responsibilities. The preparation of a portfolio encourages one's growth and development in all relevant areas. Through the collection and organization of a variety of materials in combination with self-reflection, one gains an overview of one's responsibilities as a member of the academic community. An individual faculty member understands best what he or she does and the portfolio explains the nature of the faculty member's activities so that others will understand them fully for purposes of assessment. The format and method of presentation of the professional portfolio is a matter of faculty choice. ~~When this portfolio is to be included with the files of candidates for tenure and/or promotion, the page limits indicated below should be followed. At the candidate's discretion, though a more comprehensive portfolio can be prepared and made available to colleagues in the unit evaluating his/her suitability for tenure and/or promotion. [AT1]~~

B. PROFESSIONAL PORTFOLIO FOR THIRD-YEAR REVIEW, TENURE, AND/OR PROMOTION. Diversity rather than uniformity is encouraged since the portfolio serves to reflect the academic discipline and position description of each faculty member - the context within which each faculty member does his/her job. ~~The following listing represents the minimal minimum requirements of items that are to be included in the contents of a professional portfolio. The faculty member may provide additional material that offers further insight into individual their his/her responsibilities and accomplishments. (The portfolio that is forwarded for tenure and/or promotion is limited to twelve pages. At the candidate's discretion, additional material may be prepared and made available to all who are evaluating his/her suitability for tenure and/or promotion. This additional material, if any, is available for review in the departmental office, but is not forwarded with the packet.)~~

B-1. Personal Context Statement describing the faculty member's scholarly responsibilities ~~within his or her academic unit. The personal context statement is written by the faculty member (limited to two pages) and reviewed by the relevant approved by the department unit/college/ administrator(s), and center administrators. for accuracy as applicable. The statement may include expectations placed on a faculty member by circumstances extant at research institutes, interdisciplinary programs or research departments, or centers, the requirements of joint appointments or other special circumstances.;~~

B-2. Personal Philosophy Statement regarding the faculty member's professional activities relevant to his/her position description.

B-3. Evidence not included in the curriculum vitae (as appropriate to the position description) of the faculty member's productivity, scholarly ability, and student success.

B-4. Evidence of professional growth in the faculty member's areas of responsibility.

~~**B-5. Other supplementary materials distinct to the individual faculty member.**~~

C. ACADEMIC UNIT CONTEXT STATEMENT

C-1. An Academic Unit Context Statement is included in the package of materials sent to external peer reviewers (see FSH 3520 G-4 b and 3560 E-2 b). It is intended to inform reviewers about the academic environment at the University of Idaho so that reviewers may consider the similarities and differences between their own academic units and that of the candidate for tenure or promotion. The Academic Unit Context Statement shall be developed and approved by the faculty of the academic unit and reviewed regularly for accuracy. Each faculty member may clarify their unique responsibilities within their Personal Context Statement (see B-1 above).

C-2. The Academic Unit Context Statement is included with other materials used in the review process at levels beyond the unit, but is distinct from the Personal Context Statement described in B above.

C-3. The Academic Unit Context Statement describes relevant features of the university, college and academic unit. The context statement should cover the following areas:

- a. The usual allocation of effort as described in the position descriptions of faculty in the academic unit.
- b. A description of the annual review process and annual performance criteria.
- c. Unit/College criteria for promotion and tenure.
- d. Resources available to support scholarly activity such as travel, teaching assistants, etc.
- e. Other information deemed useful to those outside the academic unit.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

First Reading, Proposed Amendments to Board Policy II.G.6.i, Tenure for Academic Administrators

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.G. Policies Regarding Faculty (Institutional Faculty Only).

BACKGROUND/DISCUSSION

Board Policy Section II.G.6.i.(2), stipulates that “an employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit.” Current policy defines academic administrators as “chief academic officers of the Office of the State Board of Education and the institutions and the deans and department chairs and their associates/assistants of the academic units of the institutions” and further indicates that persons occupying other administrative positions shall not be included.

In 2007 and 2008, the Board waived Board Policy II.G.6.i on several occasions to allow the institutions to offer a tenured faculty position for a Vice President for Research. Due to the number of requests to waive this policy provision, Board staff felt that the definition of academic administrators should be expanded to include research administrators.

Board staff worked with the Council on Academic Affairs and Programs (CAAP) on proposed amendments that would provide the provision for Vice Presidents for Research to be among those administrative positions to be eligible for tenure. Other amendments include removing the reference to the “chief academic officers of the Office of the State Board of Education” from the definition and adding “vice provosts or equivalent” to the definition due to the position title differences at each institution and to provide some flexibility. CAAP also proposed amending II.G.6.i.(6), which references the manner in which an administrative employee would be evaluated. The proposed change would require an administrative employee who is granted tenure, to be reviewed in accordance to policies established at each institution and not according to the tenured faculty policy.

IMPACT

Approval of the amendments would allow institutions to attract qualified candidates in the future without requiring a waiver to the policy, clarifies definitions of eligible academic administrators, and enables institutions to evaluate their administrative employees based on their policies for administrator review.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

Board staff and CAAP recommend approval of the proposed amendments to Board policy Section II.G.6.i, as presented.

BOARD ACTION

A motion to approve the first reading of proposed amendments to Board Policy Section II.G.6.i, Tenure for Academic Administrators as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

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

February 2010

6. Tenure

a. **Tenure Defined** - Tenure is a condition of presumed continuous employment following the expiration of a probationary period and after meeting the appropriate criteria. After tenure has been awarded, the faculty member's service may be terminated only for adequate cause; except in the case of retirement or financial exigency as declared by the Board; in situations where extreme shifts of enrollment have eliminated the justification for a position; or where the Board has authorized elimination or substantial reduction in a program. Tenure status is available only to eligible, full-time institutional faculty members, as defined by the institution. All faculty appointments are subject to the approvals as required in Board policy. Nontenured members of the faculty are appointed to term appointments pursuant to subsection G1. Any commitment to employ a nontenured member of the faculty beyond the period of his or her current term of appointment is wholly ineffective.

b. Acquisition of Tenure

(1) Professional-Technical Faculty hired under the division of professional-technical education prior to July 1, 1993 who were granted tenure may retain tenure in accordance with these policies. Individuals hired under the Division of Professional-Technical education subsequent to July 1, 1993 are hired and employed as nontenure track faculty and will:

- (a) be afforded the right to pursue promotion; and
- (b) be considered and granted an employment contract in accordance with these policies and be subject to continued acceptable performance and/or the needs of the institution; and
- (c) be afforded on opportunity to serve on institutional committees.

(2) Academic faculty members, after meeting certain requirements, established by the employing institution, may acquire tenure. Each institution shall develop policies for the acquisition of tenure that are consistent with this general philosophy and policy statement of the Board. Acquisition of tenure is not automatic, by default or defacto, but requires an explicit judgment, decision, and approval. A faculty member is eligible to be evaluated for the acquisition of tenure after having completed four (4) full years of academic employment at the institution, although tenure may be awarded prior to completion of this initial eligibility period in certain exceptional cases as provided in Board Policy II.G.6.d.4.a). In addition, an academic faculty member must be evaluated for the acquisition of tenure

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not later than the faculty member's sixth (6th) full academic year of employment at the institution. In certain exceptional cases a faculty member may petition for extension of the timeline for tenure due to extenuating circumstances as provided in Board Policy II.g.6.d.4.b).

- c. Notification - An individual eligible for tenure must be informed, by proffered written contract, of appointment or nonappointment to tenure not later than June 30 after the academic year during which the decision is made. In case of denial of tenure, the faculty member must be given a written notice that tenure was denied.

- d. Standards of Eligibility for Tenure

- (1) Annual Appointments - Until the acquisition of tenure, all appointments are made for a period not to exceed one (1) year. Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed.

- (2) Service in Professional Rank - All satisfactory service in any professorial rank may be used to fulfill the time requirement for acquiring tenure. Each institution must develop criteria and rules by which prior service may be evaluated for inclusion in experience necessary for acquiring tenure.

- (3) Service in Instructor Rank - A maximum of two (2) years satisfactory service in the rank of instructor at the institution will be allowed in partial fulfillment of the time requirement in the professorial ranks. Faculty members who hold the rank of instructor may be eligible for tenure status if provided for by the institution even though they teach in fields that have established professorial ranks.

- (4) Exceptional Cases

- (a) Tenure may be awarded prior to completion of the usual eligibility period in certain exceptional cases. In such cases, the burden of proof rests with the individual.
 - (b) Extension of the tenure review period may be granted in certain exceptional cases. In such cases the faculty member must formally request such an extension and indicate the reason for the request. An institution that permits an extension of the tenure review period must include in its policies the procedure a faculty member must follow to request such an extension, and the basis for determining the modified timeline for review.

- e. Evaluation For Tenure - It is expected that the chief executive officer, in granting tenure, will have sought and considered evaluations of each candidate by a committee appointed for the purpose of annual evaluations or tenure status. Such committee must consist of tenured and non-tenured

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- faculty; student representation; and one (1) or more representatives from outside the department. Each member of the committee has an equal vote on all matters. The committee must give proper credence and weight to collective student evaluations of faculty members, as evidenced by an auditing procedure approved by the chief executive officer. The recommendation of the committee will be forwarded in writing through appropriate channels, along with written recommendations of the department chairperson or unit head, dean, and appropriate vice president, to the chief executive officer, who is responsible for making the final decision.
- f. Award of Tenure - The awarding of tenure to an eligible faculty member is made only by a positive action of the chief executive officer of the institution. The president must give notice in writing to the faculty member of the approval or denial of tenure. Notwithstanding any provisions in these policies to the contrary, no person will be deemed to have been awarded tenure because notice is not given
- g. Periodic Performance Review of Tenured Faculty Members - It is the policy of the Board that at intervals not to exceed five (5) years following the award of tenure to faculty members, the performance of tenured faculty must be reviewed by members of the department or unit and the department chairperson or unit head. The review must be conducted in terms of the tenured faculty member's continuing performance in the following general categories: teaching effectiveness, research or creative activities, professional related services, other assigned responsibilities, and overall contributions to the department.
- (1) Procedures for periodic review - Each institution must establish procedures for the performance review of tenured faculty members at the institution. Such procedures are subject to the review and approval of the Board. Each year the academic vice president or designee is responsible for designating in writing those tenured faculty members whose performance is subject to review during the year.
- (2) Review standards - Each institution may establish its own internal review standards subject to approval by the Board. Absent such institutional standards, the institution must use the following standards.

If during the periodic review, the performance of a tenured faculty member is questioned in writing by a majority of members of the department or unit, the department chairperson or unit head, the appropriate dean, the appropriate vice president, or the chief executive officer, then the appropriate vice president or equivalent administrator must decide whether a full and complete review must be conducted in accordance with the procedures established for the initial evaluation for tenure at the institution. If during the periodic review, the performance of a tenured

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faculty member is not questioned in writing, members of the department or unit and the department chairperson or unit head must prepare a written review statement that the performance review has been conducted and that a full and complete review is not required.

- (3) Exception for Associate Professors in the Promotion Process - Generally, the promotion from the rank of associate professor to full professor is considered no earlier than the fifth full year after attaining the rank of associate professor, which is generally contemporaneous with the granting of tenure. In such cases, if review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review described here.
 - (4) Termination of employment - If, following a full and complete review, a tenured faculty member's performance is judged to have been unsatisfactory or less than adequate during the period under review, the chief executive officer may initiate termination of employment procedures for the faculty member. In other words, an unsatisfactory or less than adequate performance rating shall constitute adequate cause for dismissal.
- h. Dismissal for Adequate Cause - Tenured faculty members may be dismissed for adequate cause as provided for in Subsection L of this Section.
 - i. Tenure for Academic Administrators
 - (1) "Academic administrators," for purposes of this topic, means the chief executive officer/presidents, chief academic officers ~~of the Office of the State Board of Education and~~ /provosts, vice provosts or equivalent of the institutions, and the deans, associate/assistant deans, and department chairs ~~and their associates/assistants~~ of the academic units of the institutions, and the vice presidents for research of the institutions, and shall not include persons occupying other administrative positions.
 - (2) An employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit
 - (3) An individual hired for or promoted to an academic administrator may be considered for a tenured faculty rank in the appropriate department or equivalent unit. Such consideration is contingent upon approval by the institution's president.

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- (4) Upon termination of employment as an academic administrator, an employee with tenure may, at his or her option, return to employment in the department or equivalent unit in which he or she holds tenure unless such employee resigns, retires, or is terminated for adequate cause.
- (5) An individual hired for a non-academic administrator position from outside the institution will not be considered for tenured faculty rank in conjunction with such appointment. However, he or she may be granted an adjunct faculty appointment, upon the recommendation of the appropriate department and dean and with the approval of the provost or chief academic officer and president, if the individual will teach and otherwise contribute to that department.
- (6) Notwithstanding the above, each administrative employee who is granted tenure shall be reviewed in the same manner as tenured faculty accordance to policies established at each institution for the evaluation of an academic administrator.
- j. Terminal Contract of Employment - If a faculty member is not awarded tenure, the chief executive officer must notify the faculty member of the decision not to recommend tenure and may, at his or her discretion, either issue to the faculty member a contract for a terminal year of employment, or, at the sole discretion of the chief executive officer, issue to the faculty member contracts of employment for successive periods of one (1) year each. Such appointment for faculty members not awarded tenure must be on an annual basis, and such temporary appointments do not vest in the faculty member any of the rights inherent in tenure and there shall be no continued expectation of employment beyond the annual appointment.
- k. When authorized by the chief executive officer, or his or her designee, the year in which the tenure decision is made may be the terminal year of employment.
- l. Effect of lapse in service, transfer, reassignment, reorganization, and administrative responsibilities.
 - (1) A non-tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years may have his or her prior service counted toward eligibility for the award of tenure. Eligibility for the award of tenure must be clarified in writing before reappointment. A tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years must have tenure status clarified in writing by the president or his designee before appointment. The faculty member may be reappointed with tenure, or may be required to serve additional years before being reviewed for tenure status.

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- (2) Before a non-tenured faculty member holding academic rank is moved from one position in the institution to another, the member must be informed in writing by the academic vice president, after consultation with the receiving department, as to the extent to which prior service may count toward eligibility for tenure status.
- (3) No faculty member's tenure in a discipline may be adversely affected by the reorganization of the administrative structure. A faculty member's tenure is not affected by reassignment of administrative responsibilities.
- (4) When a tenured faculty member is serving as department chairman, college dean, or in some other administrative or service capacity, retention of membership, academic rank, and tenure in the subject-matter department or similar unit is maintained. Should the administrative or service responsibilities terminate, the member takes up regular duties in the discipline within which membership, academic rank, and tenure was retained.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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TAB	DESCRIPTION	ACTION
	BOISE STATE UNIVERSITY	
1	Furniture, Fixtures & Equipment Request – Center for Environmental Sciences & Economic Development (CESED)	Motion to approve
	BOISE STATE UNIVERSITY	
2	Capital Project - Renovation & Remodel – Vivarium	Motion to approve
	BOISE STATE UNIVERSITY	
3	Capital Project - Locker Rooms Addition to Taco Bell Arena	Motion to approve
	BOISE STATE UNIVERSITY	
4	Ground Lease Agreement - American Campus Communities	Motion to approve
	BOISE STATE UNIVERSITY	
5	General Revenue Bonds Issuance - College of Business & Economics (COBE)	Motion to approve
	BOISE STATE UNIVERSITY	
6	Naming/Memorializing Buildings & Facilities - College of Business & Economics (COBE)	Motion to approve
	UNIVERSITY of IDAHO	
7	Railroad Property Exchange Agreement	Motion to approve
	UNIVERSITY of IDAHO	
8	Capital Project – Janssen Engineering Student Services Center Suite-Renovations & Improvements	Motion to approve
	FY 2012 LINE ITEMS	
9		Motion to approve

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TAB	DESCRIPTION	ACTION
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	FY 2011 APPROPRIATIONS	
10	a. Information - Institutions & Agencies b. College & Universities c. Community Colleges d. Professional-Technical Education e. Promise A Scholarship f. Promise B Scholarship g. Opportunity Scholarship	Motion to approve
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11	AMENDMENT TO BOARD POLICY Section V.K. – Construction Projects 2nd Reading	Motion to approve
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12	AMENDMENT TO BOARD POLICY Section V.B., Budget Policies – Occupancy Costs, 2nd Reading	Motion to approve
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13	STUDENT HEALTH INSURANCE CONTRACT	Motion to approve
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14	AMERICAN RECOVERY AND REINVESTMENT ACT State Fiscal Stabilization Fund & Education Reform Assurances	Information item
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15	IDAHO STATE UNIVERSITY Administrative Cost Reductions	Motion to approve
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BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOISE STATE UNIVERSITY

SUBJECT

Request to purchase furnishing, fixtures and equipment (FF&E) for the Center for Environmental Sciences and Economic Development (CESED)

REFERENCE

October 2003	Board approved request to proceed with planning and design of an Environmental Science and Policy Center
October 2005	Board approved Campus Master Plan Update
June 2006	Board approved request to expand the scope of planning and design of the Environmental Science and Policy Center and complete design and programming plans
November 2006	Information item on facilities financing including cost estimate of CESED construction at \$35,000,000
February 2007	Capital project financing update
April 2007	Increase in Strategic Facilities Fee approved for construction of CESED
February 2008	Capital project financing update
June 2008	Board approved request for construction of CESED
February 2009	Board authorized issuance of general revenue and refunding bonds

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In June 2008, the Board approved Boise State University's request to proceed with construction of CESED for a total project cost not to exceed \$42,889,642. Construction is underway and expected to be complete in March 2011 and the building operational by summer 2011. The University now seeks approval to contract for the purchase and installation of FF&E for the facility at a cost not to exceed \$2,275,000. The State of Idaho, Division of Purchasing, will conduct the formal solicitation process for Boise State University. Multiple contracts may be awarded based on the proposals received. The source of funds will be the funds sources identified for the June 2008 construction budget previously approved by the Board.

IMPACT

Due to a favorable bid result, the estimated \$2,275,000 purchase and installation costs for FF&E can be funded from the June 2008 CESED construction budget previously approved by the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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STAFF COMMENTS AND RECOMMENDATIONS

Staff finds this request meets Board Policy for purchases in excess of \$500,000 and recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University for the purchase and installation of furniture, fixtures and equipment for CESED at a cost not exceed \$2,275,000 utilizing funds approved for CESED in the June 2008 construction approval by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BOISE STATE UNIVERSITY

SUBJECT

Renovation and remodel of existing campus space for an extramural research facility, a grant-funded vivarium

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.2.

BACKGROUND/DISCUSSION

Due to continued growth in enrollment, programs and research, Boise State University is in need of additional and improved space for a vivarium, an enclosed area used to house animals for research purposes.

In early 2009 a vivarium feasibility study was conducted which reviewed the programmatic needs and studied potential solutions. The study identified existing on-campus warehouse space currently being utilized by the campus bookstore that could be remodeled into a 6,200 sq. ft. vivarium. The location is ideal as it will allow for additional expansion at the same site should the need arise in the future.

The University applied for and has been awarded a federal grant that will provide \$3,978,104 in funds for the design and construction of this vivarium.

IMPACT

Based on consultants' estimates, the total estimated project cost is \$4,278,104, as seen in Attachment 2. With continuing volatility in the construction market, inflation risk and unforeseen additive alternates, the University has planned additional reserve funds should they be necessary to award the bid. Any increases to the budget will be approved as required by Board policy.

The main source of funds will be a federal grant in the amount of \$3,978,104. Institutional funds of \$300,000 will be added to cover portions of the project which are not funded by the grant. These two sources combine for a total project cost of \$4,278,104.

In addition to these funds, the University has requested and expects to receive through its FY 2011 Alterations and Repair request an additional \$500,000 in Set-B State of Idaho Permanent Building Funds to further enhance and expand the vivarium. These funds will be authorized, provided and expended through the appropriate channels for funds allocated through the State of Idaho Permanent Building Fund Council.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and State of Idaho Department of

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded and the University may proceed with purchase and installation of furniture, fixtures and equipment if budget authorization is sufficient under the approved action of this agenda item.

ATTACHMENTS

Attachment 1 – Capital Projects Tracking Form
Attachment 2 – Project Budget

Page 3
Page 4

STAFF COMMENTS AND RECOMMENDATIONS

Staff finds this project meets Board Policy for major project approval in excess of \$500,000 and recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to proceed with the renovation and remodel of existing space for the purposes of a vivarium for a total project cost not to exceed \$4,278,104.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
Mar-10

History Narrative

1 **Institution/Agency:** Boise State University **Project:** Vivarium
2 **Project Description:** Renovation and remodel of existing campus warehouse space for a biomedical research animal vivarium.

3 **Project Use:** Provide adequate and modern space for the purposes of a vivarium
4 **Project Size:** An approximate 6,200 square feet of interior occupied spaces

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 4,278,104	\$ 4,278,104	\$ 327,147	\$ 2,682,474	\$ 1,268,483	\$ 4,278,104
Total Project Costs	\$ -	\$ -	\$ 4,278,104	\$ 4,278,104	\$ 327,147	\$ 2,682,474	\$ 1,268,483	\$ 4,278,104

History of Funding:	* Other Sources of Funds						
	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
	\$ -	\$ -	\$ 300,000		\$ 3,978,104	\$ 4,278,104	\$ 4,278,104
							\$ -
Total	\$ -	\$ -	\$ 300,000	\$ -	\$ 3,978,104	\$ 4,278,104	\$ 4,278,104

**Architectural & Engineering Services
Project Budget**

Project Number:	DPW10-202
Project Title:	Vivarium
Date:	3/10/2010

Category	Budget
Architectural Fees	327,147
Construction Costs	2,682,474
Testing, Inspections and Misc.	190,259
Construction Contingency	145,254
Subtotal	3,345,134

University Costs	664,723
Project Contingency	268,247

Total Project	\$ 4,278,104
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BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOISE STATE UNIVERSITY

SUBJECT

Construction of locker rooms addition to the Taco Bell Arena

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.2.

BACKGROUND/DISCUSSION

A shortage in athletic locker rooms, storage and support facilities currently exists on the Boise State University campus due to current and future growth in women's programs to meet Title IX initiatives. Athletics has also indicated a need for improved locker room facilities to allow the basketball programs to compete with other Division 1A programs to recruit high-caliber athletes and support student athletes' daily needs.

In November 2007 the University concluded a feasibility study for this project. This study was led by LCA Architects and included cross-functional university representation. This study examined the current and future needs for athletic locker rooms and related support facilities and developed a program for the Taco Bell Arena basketball locker rooms. The study also looked at the proposed location and costs for the program improvements. The feasibility study served as the foundation for later studies which advanced the concepts from the study into comprehensive planning and design. Following the completion of the feasibility study, the University, working through the State Division of Public Works, retained a consultant for design and construction documents for the facility. Design is now complete and the University seeks approval to proceed with construction.

The proposed approximately 10,400 square feet, two-story addition will be built on the southwest side of the Taco Bell Arena to provide close access to both the Auxiliary Gym and Taco Bell Arena main floor. The project as currently envisioned includes men's and women's basketball locker rooms with showers and restrooms, coaches' dressing rooms, film screening areas, new student athlete lounges with study and recreation areas and a common lobby with elevator. This project ultimately allows Athletics to address the space needs of six sports. Current plans indicate women's volleyball and gymnastics would move into the vacated basketball locker rooms, freeing up space to support women's swimming and softball programs needs.

IMPACT

Based on the design development documents, the total estimated project cost is \$2,960,000, as seen in Attachment 2. With continuing volatility in the construction market, inflation risk, and unforeseen additive alternates the University has planned additional reserve funds should they be necessary to award the bid.

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The intention is to solicit construction bids in order to solidify the budget while continuing to raise additional funds for the project. Construction will not proceed until 100% of the amount has been raised in cash and committed pledges. Any increases in the budget, if needed, will be approved as required by Board policy.

Source of funding for construction will be a combination of bond reserves and cash gifts. The Foundation has cash on hand of \$1,670,000 for the project with additional pledges totaling \$997,000 to be collected over the next several years for a total of \$2,667,000. The University will use the bond reserves to close the gap between the cash gifts and total project cost. Athletics will reimburse the University's bond reserves as the pledges are collected. If necessary, program revenues will be used repay the bond reserves. No appropriated or student fee dollars will be used for this project. The projected funding package is as follows:

Gifts (cash on hand):	\$ 1,670,000
Bond Reserves Lending	<u>1,290,000</u>
Total	\$2,960,000

This project will be procured through the standard process using the State of Idaho's Division of Public Works and State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded and the University may proceed with purchase and installation of furniture, fixtures and equipment if budget authorization is sufficient under the approved action of this agenda item.

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 3

Attachment 2 – Project Budget

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STAFF COMMENTS AND RECOMMENDATIONS

BSU's bond covenants require it to collect 10% more than what is needed for debt service. As a result, BSU can use student fees in excess of its debt service to float a loan to Athletics until the pledge payments for this project are received. This internal loan enables the university to leverage its reserves for strategic projects. Staff finds this project meets Board Policy for major project approval in excess of \$500,000 and recommends approval.

BOARD ACTION

A motion to approve Boise State University's request to proceed with construction and related activities for the Locker Room Additions, Taco Bell Arena, for a total project cost not to exceed \$2,960,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1	Institution/Agency:	Boise State University	Project:	Basket Ball Locker Room Additions, Taco Bell Arena
2	Project Description:	Construction of an approximate 10,400 sq ft locker room and related facilities to support the current and future needs of athletic programs. Facility to be adjacent to Taco Bell Arena and assist the University in meeting Title IX initiatives for women's sports programs.		
3	Project Use:	Provide additional locker room capacity and improved locker rooms and related facilities		
4	Project Size:	An approximate 10,400 square feet of interior occupied spaces		

24	----- * Other Sources of Funds -----														
25	PBF		ISBA		Institutional Funds		Student Revenue		Other		Total Other		Total Funding		
26	\$	-	\$	-	\$	-			\$	2,960,000	\$	2,960,000	\$	2,960,000	
27													\$	-	
28															
29															
30	Total	\$	-	\$	-	\$	-	\$	-	\$	2,960,000	\$	2,960,000	\$	2,960,000

**Architectural & Engineering Services
Project Budget**

Project Number:	DPW09-201
Project Title:	Basketball Locker Room Addition, Taco Bell Arena
Date:	3/1/2010

Category	Budget
Architectural Fees	242,000
Construction Costs	2,300,000
Testing, Inspections and Misc.	25,000
Construction Contingency	126,500
Subtotal	2,693,500

University Costs	166,500
Project Contingency	100,000

Total Project	\$ 2,960,000
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BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOISE STATE UNIVERSITY

SUBJECT

Ground lease with American Campus Communities

REFERENCE

February 2008	Board approved extension of Expansion Zone & Capital Projects update
June 2009	Board approval of MOU with American Campus Communities
February 2010	Board review of summary ground lease terms

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1. and V.I.5.b.(1)

BACKGROUND/DISCUSSION

As enrollment at Boise State University continues to grow, demand for on-campus housing continues to exceed capacity. Because of this shortfall, students who want to live on campus are currently living at the University Inn and in off-campus hotel rooms. Over the past three years, applications for on-campus housing have increased by over 70%. Conservative estimates are that the University needs an additional 3,000-6,000 beds to meet this demand.

To meet the growing demand for on-campus housing, the University seeks to partner with American Campus Communities (ACC), one of the nation's largest developers, owners and managers of high-quality student housing communities, to develop and manage new on-campus housing. Since 1996, ACC has developed and acquired more than \$2 billion in student housing assets. Working with ACC allows the University to develop new housing without issuing debt or using central cash reserves.

The terms of the proposed transaction were contained in a Memorandum of Understanding (MOU) approved by the Board in June, 2009. After Board approval, the University worked with ACC to finalize the planning and construction approval processes and scheduled construction, to begin in May. The primary terms of the lease were set forth in the MOU. The terms of the MOU contemplate a student housing project consisting of two primary phases, Phase 1 and Phase 2. This lease only addresses Phase 1.

The primary terms of the lease with ACC are as follows:

- The University will ground lease property in its designated expansion zone to ACC for a 65 year term with a lessee option to extend the term for two periods of 10 years.

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- ACC will design, develop, build and manage student housing on the leased property. Phase 1 will include approximately 874 beds, the majority of which will be substantially complete and ready for occupancy for the Fall 2011 semester. **ALL** the improvements will, at all times, be owned by the University, but leased to ACC.
- ACC will make semi-annual ground lease payments to the University. These rent payments are a percentage of the ACC gross revenues and as such will vary based upon actual rents (assumes property is tax-exempt¹).
- ACC's construction cost savings, if any, will be shared with the University.
- The University will receive additional rent if the project revenues exceed expectations via a formula for sharing in this "upside participation."
- ACC must construct the project to the standards agreed to in the MOU (outline specifications and concept plans). The University agrees not to build competing housing unless a study shows reasonable demand and the new housing will not adversely impact the ACC project.
- ACC agrees not to develop competing housing without prior written approval from the University unless a study demonstrates that doing so would not materially and adversely affect the demand for the ACC project.
- ACC will be responsible for all maintenance, operation and upkeep of the facility to a "Class A Standard."
- ACC will operate the project pursuant to University student residential life program standards.
- The University will agree to make available adequate parking commensurate with the needs of the University and the project at costs commensurate with the relative value of the parking needed.

IMPACT

The primary benefit of a public-private partnership for on-campus housing for Boise State University is the ability to reserve debt capacity for construction of academic and research facilities while meeting the immediate need for on-campus student housing. The University would also reap the benefit of ACC's experience constructing, owning and managing high-quality student housing communities.

¹ ACC and the University intend that the land, improvements and equipment that comprise this project be treated as property of the State of Idaho for tax purposes since they are owned by the University and are put to education purposes, i.e. student housing. The 2010 Legislature approved H596 which provides that unique private-public partnerships in the construction of improvements on university property without utilizing state funding will remain tax exempt so long as they exist in the capacity of university operations, as approved by the State Board of Education. As of the agenda deadline this legislation was still awaiting the Governor's signature.

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Since ACC is required to finance this project with their own equity, there is no debt on the project that can be attributed to the University. Drafts of the lease were provided to Moody's and Standard & Poor's and they have considered this transaction in their current rating provided for the College of Business and Economics bond issuance. However, they will continue to monitor this project and any potential impact it could have on the University's overall credit quality. In the unlikely event that the project is unsuccessful or ACC were to default, the University's subsequent involvement in the project could cause the rating agencies to reassess their credit position. However, if that unlikely scenario were to occur, the University would still have the housing community, a viable institutional asset.

Potential drawbacks of a long term ground lease include the University's loss of control of leased land for an extended period of time and reputational costs associated with an unsuccessful project. Additionally, expected financial gains may not materialize if those gains are tied to the success of a project that doesn't meet expectations.

STAFF COMMENTS

This lease contemplates a term of 65 years with options to renew for up to 20 more years. A leasehold of this duration may extend beyond the useful life of such a facility.

A finalized lease agreement was not available by the agenda mail-out deadline. A copy of the agreement will be provided to Board Members under separate cover upon receipt from the institution.

BOARD ACTION

A motion to approve the lease agreement between Boise State University and American Campus Communities in substantial conformance with the lease agreement submitted to the Board; and further, to authorize the University's Vice President for Finance and Administration to execute the documents necessary to carry out the lease agreement as approved by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOISE STATE UNIVERSITY

SUBJECT

Authorization for issuance of general revenue bonds

REFERENCE

October 2005	Board approved Campus Master Plan Update
February 2007	Capital project financing update
February 2008	Capital project financing update
April 2008	Increase in Strategic Facilities fee approved for new College of Business and Economics building
April 2009	Board approved planning and design for new College of Business and Economics at a cost not to exceed \$3,000,000
February 2010	Board approved request to construct the new College of Business and Economics at a cost not to exceed \$37,000,000 pending Board approval of financing

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.F., Section 33-3804, Idaho Code

BACKGROUND/DISCUSSION

Boise State University requests the Board's approval to issue approximately \$1,300,000 in tax-exempt general revenue (the "Series 2010A Bonds") and \$12,700,000 in taxable Build America bonds (the "Series 2010B Bonds") pursuant to a Supplemental Bond Resolution. Fourteen million of the proceeds of the series 2010A and 2010B bonds will be used to partially finance the construction of a new College of Business and Economics (COBE) building. The remaining project cost in excess of the bonds will be funded by donations. Remaining bond proceeds will be used to cover the cost of issuance.

The new COBE building was incorporated in the 2005 Master Plan and has since been included in the comprehensive financing plan for major capital improvements. Given its prominent location at the corner of Capitol Boulevard and University Drive, the building will become a landmark in the city landscape and will mark the west entrance to the campus.

The new COBE building is designed to effectively address the current and future growth needs of the College. The building will provide approximately 71,324 assignable square feet of space for the departments of Accounting, Network Operations and Information Systems, Economics, Management, and Marketing and Finance. It will incorporate modern and innovative instructional facilities including: case-study rooms, classrooms, computer labs, a high-tech financial trading center, student services center, and team rooms. There will also be

BUSINESS AFFAIRS AND HUMAN RESOURCES
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offices and meeting spaces to support faculty interaction and research efforts, and spaces are planned for outreach to, and support of the local business community.

Principal Amount

Approximately \$14,000,000

Maturities

To be determined the day of pricing.

Amortization Plan

To be determined the day of pricing.

Interest Rates

To be determined the day of pricing.

Source of Security

General Revenue pledge of the University, excluding appropriated funds, grants, contract revenues and restricted gifts.

Ratings

Rating agency updates were conducted in March 2010, in anticipation of the 2010A and 2010B issuance. The University's current ratings of A1/A+ were reaffirmed by Moody's Investors Service and Standard & Poor's, respectively (see Attachments 4 and 5)

Documents to be provided immediately prior to the Board meeting

Once pricing is concluded, the University will provide the following at the Board meeting:

1. Bond Sizing analysis showing final amounts, interest rates and maturities on the bonds;
2. Final Supplemental Bond Resolution showing rates and maturities of the bonds; and
3. Insert of new Appendix A to Bond Purchase Agreement, showing rates and maturities of the bonds.

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Bond pricing will occur during the 22nd day of April 2010. Agenda consideration after 2:00 pm MST is requested.

IMPACT

The funding for the project leverages the strategic facility fee by utilizing several additional funding sources. The Foundation expects to receive cash donations totaling \$14,500,000 by March 31, 2010 (of which \$12.5 million is from the Micron Foundation, Inc.), with additional pledges totaling \$3,000,000 for a total of \$17,500,000. The projected funding package is as follows:

Gifts and Pledges (cash on hand):	\$14,500,000
Strategic Facilities Fee Bonds:	14,000,000
Bond Proceeds Reallocation:	4,000,000
Bond Reserves:	2,700,000
Academic Capital Project Fund ¹ :	<u>1,800,000</u>
TOTAL	\$37,000,000

The COBE building is the first academic project to benefit from the Academic Capital Project Fund that was created during the development of the Stueckle Sky Center and is funded by athletic revenues.

This project will be procured through the standard process through the State of Idaho Department of Public Works and/or the State of Idaho Department of Purchasing as appropriate.

ATTACHMENTS

Attachment 1 – Preliminary Official Statement	Page 5
Attachment 2 – Draft Supplemental Bond Resolution	Page 163
Attachment 3 – Draft Bond Purchase Agreement	Page 187
Attachment 4 – Moody's 2010 Rating Report	Page 209
Attachment 5 – Standard & Poor's 2010 Rating Report (to be provided at SBOE meeting)	
Attachment 6 – Debt Service Projection	Page 215
Attachment 7 – Ten Year Debt Projection	Page 217

STAFF COMMENTS

BSU is requesting approval to issue tax-exempt general revenue bonds and taxable Build America Bonds (BAB) to construct a new College of Business and

¹ When Athletics was ready to build the recent football stadium expansion it was determined that a University backed bond provided the lowest cost of capital. As a result, the University created the Academic Capital Project Fund (ACPF) – Athletics was provided access to the bonding process in exchange for debt payments of 120% of actual debt service as well as an annual contribution to the ACPF. The contributions begin at \$600,000 per year and escalate every five years by \$100,000. In other words, ACPF can be used for academic capital projects to offset reduced debt capacity of the general revenue pledge.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Economics building. The BAB program was authorized under the federal American Recovery and Reinvestment Act. By taking advantage of this new financing tool, the issuer receives a direct federal subsidy payment for a portion of their borrowing costs on Build America Bonds equal to 35% of the total interest paid to investors. As a result of this federal subsidy payment, the University will realize a lower net borrowing cost. Including this current offering, BSU will have \$230.3 million of rated debt outstanding. Moody's has affirmed BSU's "A1" rating.

Final documents and details to be provided immediately prior to the Board meeting.

BOARD ACTION

A Motion to approve the finding that the new College of Business and Economics building is economically feasible and necessary for the proper operation of the University and to approve a Supplemental Resolution for the Series 2010A Bonds and 2010B Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance and sale of (i) General Revenue Bonds, Series 2010A, in the principal amount of up to \$_____ and (ii) Taxable General Revenue Bonds, Series 2010B (Issuer Subsidy-Build America Bonds), in the principal amount of up to \$_____; authorizing the execution and delivery of a Bond Purchase Agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2010A and 2010B Bonds.

And to direct staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee.

Roll call vote is required.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 8, 2010

New Issue—Book Entry Only

RATINGS: See “RATINGS” herein

Subject to compliance by the University with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law, interest on the Series 2010A Bonds (i) is excludable from gross income of the owners thereof for federal income tax purposes, (ii) is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, and (iii) is not taken into account in computing adjusted current earnings, which is used as an adjustment in determining the federal alternative minimum tax for certain corporations. Interest on the Series 2010B Bonds is includible in gross income of the owners thereof for federal income tax purposes.

In the opinion of Bond Counsel, under the existing laws of the State of Idaho, as presently enacted and construed, subject to the University's compliance with the requirements of the Code, interest on the Series 2010 Bonds is not subject to the income tax or the franchise tax imposed by the State of Idaho under the Idaho Income Tax Act; provided, however, that Bond Counsel expresses no opinion concerning whether interest on the Series 2010 Bonds held by an S Corporation is subject to the income tax or the franchise tax imposed by the State of Idaho.

The Series 2010A Bonds are “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. See “TAX MATTERS” herein.



\$14,000,000*
BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS,
SERIES 2010

Dated: Date of Delivery**Due: April 1, as shown below**

The Series 2010A Bonds and the Series 2010B Bonds (collectively, the “Series 2010 Bonds”) are initially issuable in book-entry form only through The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2010A Bonds.

Interest on the Series 2010 Bonds is payable on each April 1 and October 1, commencing October 1, 2010. The Series 2010 Bonds are subject to optional and mandatory sinking fund redemption as described herein.

The Series 2010 Bonds are being issued for the purpose of financing a portion of the cost of acquisition and construction of a College of Business and Economics building and paying costs of issuance of the Series 2010 Bonds.

The Series 2010 Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See “SECURITY FOR THE SERIES 2010 BONDS” herein.

THE SERIES 2010 BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE SERIES 2010 BONDS SHALL NOT CONSTITUTE A DEBT—LEGAL, MORAL OR OTHERWISE—OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE SERIES 2010 BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE SERIES 2010 BONDS. THE UNIVERSITY HAS NO TAXING POWER.

See Inside Cover for Maturity Schedules

The Series 2010 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Chapman and Cutler LLP, Bond Counsel, and certain other conditions. Certain matters will be passed on for the University by its counsel, Kevin D. Satterlee, Esq., and for the Underwriter by its legal counsel, Hawley Troxell Ennis & Hawley LLP, and by Chapman and Cutler LLP, in its capacity as disclosure counsel to the University. It is expected that the Series 2010 Bonds will be available for delivery through the facilities of DTC on or about May 13, 2010.



This Official Statement is dated _____, 2010. The information contained herein speaks only of such date.

*

Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

BOISE STATE UNIVERSITY

\$14,000,000***BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS,
SERIES 2010**

DUE APRIL 1	PRINCIPAL AMOUNT*	INTEREST RATE	YIELD	CUSIP
2012	\$265,000	%	%	
2013	275,000			
2014	285,000			
2015	300,000			
2016	310,000			
2017	320,000			
2018	335,000			
2019	350,000			
2020	360,000			
2021	375,000			
2022	390,000			
2023	405,000			
2024	425,000			
2025	440,000			
2026	460,000			
2027	475,000			
2028	495,000			
2029	515,000			
2030	535,000			
2031	555,000			
2032	580,000			
2033	600,000			
2034	625,000			
2035	650,000			
2036	680,000			
2037	705,000			
2038	735,000			
2039	760,000			
2040	795,000			

\$ _____ Term Bond due April 1, ____; Interest Rate ____%; Yield ____%; CUSIP _____

\$ _____ Term Bond due April 1, ____; Interest Rate ____%; Yield ____%; CUSIP _____

* Preliminary; subject to change.

**THE IDAHO STATE BOARD OF EDUCATION
AND BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY**

Paul C. Agidius, President

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Tom Luna

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President and University Counsel

Stacy Pearson, MPA, CPA—Bursar and Vice
President for Finance and Administration

Michael Laliberte, Ed.D.—Vice President for
Student Affairs

Mark Rudin, Ph.D.—Vice President for
Research

Howard Smith Ph.D.—Vice President for
University Advancement

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Salt Lake City, Utah 84101
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GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board, the University or the Underwriter to give any information or to make any representations, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2010 Bonds, nor shall there be any sale of the Series 2010 Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Series 2010 Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has included the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Official Statement contains “forward-looking statements” that are based upon the University’s current expectations and its projections about future events. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect,” “scheduled,” “proforma” and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

OFFICIAL STATEMENT

BOISE STATE UNIVERSITY

\$14,000,000* GENERAL REVENUE BONDS, SERIES 2010

INTRODUCTION

GENERAL

This Official Statement, including the cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the \$_____ * Boise State University General Revenue Bonds, Series 2010A (the “*Series 2010A Bonds*”) and \$_____ * Boise State University Taxable General Revenue Bonds, Series 2010B (Build America Bonds—Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Series 2010 Bonds*”).

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in “APPENDIX C—GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT.”

BOISE STATE UNIVERSITY

Boise State University (the “*University*”) is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any university in the State of Idaho (the “*State*”), with a spring 2010 enrollment of 18,520 students (based on headcount, with full-time-equivalent enrollment of 14,026). The State Board of Education serves as the Board of Trustees (the “*Board*”), the governing body of the University.

* Preliminary; subject to change.

AUTHORIZATION FOR AND PURPOSE OF THE SERIES 2010 BONDS

The Series 2010 Bonds are being issued pursuant to Title 33, Chapter 38, Idaho Code, as amended (the “Act”), and a resolution adopted by the Board on September 17, 1992, as previously supplemented and amended (the “*Master Resolution*”), and as supplemented and amended by a resolution adopted by the Board on _____, 2010 authorizing the issuance of the Series 2010 Bonds (the “*Series 2010 Supplemental Resolution*” and, collectively with the Master Resolution, the “*Resolution*”).

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the “*Outstanding Bonds*”), which are currently outstanding in the principal amount of \$216,300,000. The Series 2010 Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution, are referred to herein as the “*Bonds*” or the “*General Revenue Bonds*.” See “DEBT SERVICE REQUIREMENTS.”

The proceeds of the Series 2010 Bonds will be used for the purpose of financing a portion of the cost of acquisition and construction of a College of Business and Economics building, (the “*Series 2010 Project*”) and paying costs of issuance of the Series 2010 Bonds. See “SERIES 2010 PROJECT,” and “ESTIMATED SOURCES AND USES OF FUNDS.”

SECURITY FOR THE SERIES 2010 BONDS

The Series 2010 Bonds are secured by Pledged Revenues on a parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service Revenues; (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the “*F&A Recovery Revenues*”); (iv) various revenues generated from miscellaneous sources, including non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing (“*Other Operating Revenues*”); (v) Investment Income (as defined in APPENDIX C), and (vi) other revenues as the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues.

Under the Resolution, the University has covenanted to maintain Revenues Available for Debt Service at least equal to 110% of Debt Service on the outstanding Bonds for each fiscal year. See “SECURITY FOR THE SERIES 2010 BONDS–Rate Covenant.”

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on a parity with the Series 2010 Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See “SECURITY FOR THE SERIES 2010 BONDS–Additional Bonds.”

TAX MATTERS

Subject to compliance by the University with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Series 2010A Bonds (i) is excludable from gross income of the owners thereof for federal income tax purposes, (ii) is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations and (iii) is not taken into account in computing adjusted current earnings, which is used as an adjustment in determining the federal alternative minimum tax for certain corporations.

Interest on the Series 2010B Bonds is includible in gross income for federal income tax purposes.

In the opinion of Bond Counsel, under the existing laws of the State, as presently enacted and construed, subject to the University's compliance with the requirements of the Code, interest on the Series 2010 Bonds is not subject to the income tax or the franchise tax imposed by the State under the Idaho Income Tax Act; *provided, however*, that Bond Counsel expresses no opinion concerning whether interest on the Series 2010 Bonds held by an S Corporation is subject to the income tax or the franchise tax imposed by the State.

The Series 2010A Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

See "TAX MATTERS."

THE SERIES 2010 BONDS

DESCRIPTION OF THE SERIES 2010 BONDS

The Series 2010 Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The Series 2010 Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2010 Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2010. Interest on the Series 2010 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. U.S. Bank National Association, in Salt Lake City, Utah, is the trustee and paying agent for the Series 2010 Bonds.

The Series 2010 Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of \$5,000 or any integral multiple thereof.

BOOK-ENTRY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2010 Bonds. The Series 2010 Bonds will be issued as fully-registered

securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2010 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2010 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2010 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2010 Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2010 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2010 Bonds, except in the event that use of the book-entry system for the Series 2010 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2010 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2010 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual

Beneficial Owners of the Series 2010 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2010 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2010 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2010 Bonds, such as redemptions, defaults, and proposed amendments to the Series 2010 Bond documents. For example, Beneficial Owners of the Series 2010 Bonds may wish to ascertain that the nominee holding the Series 2010 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2010 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2010 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the University as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2010 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

While the book-entry system is in effect, payments of principal of and interest on the Series 2010 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the University or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the University, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the University or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2010 Bonds at any time by giving reasonable notice to the University or the Trustee. Under such

circumstances, in the event that a successor securities depository is not obtained, the Series 2010 Bond certificates are required to be printed and delivered.

The University may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Series 2010 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the University believes to be reliable, but the University takes no responsibility for the accuracy thereof.

REDEMPTION

Optional Redemption. The Series 2010A Bonds maturing on or before April 1, 2021 shall not be subject to call or redemption prior to their stated maturity. The Series 2010A Bonds maturing on and after April 1, _____ are subject to redemption at the election of the University at any time on or after April 1, 2020, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2010A Bonds shall be at a price of 100% of the principal amount of the Series 2010A Bonds to be so redeemed, plus accrued interest to the date of redemption.

The Series 2010B Bonds maturing on and after April 1, 2021 are subject to redemption at the election of the University at any time on or after April 1, 2020, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2010B Bonds shall be at a price of 100% of the principal amount of the Series 2010B Bonds to be so redeemed, plus accrued interest to the date of redemption.

Unless previously redeemed as provided under "Optional Redemption," "Make-Whole Redemption of the Series 2010B Bonds," or "Extraordinary Redemption of the Series 2010B Bonds," the Series 2010B Bonds maturing on April 1, _____ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2010B Bonds to be so redeemed, plus accrued interest to the date of redemption, on April 1 of the years, and in the amounts, shown below:

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	\$

*

* Stated maturity.

Make-Whole Redemption of the Series 2010B Bonds. The Series 2010B Bonds are subject to redemption prior to maturity at the option of the University, in whole or in part, on any Business Day prior to April 1, 2020, at the Make-Whole Redemption Price. The "Make-Whole

Redemption Price” is the greater of (i) 100% of the principal amount of the Series 2010B Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2010B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12 30-day months, at the “Treasury Rate” (defined below) plus ____ basis points, plus, in each case, accrued and unpaid interest on the Series 2010B Bonds to be redeemed on the redemption date. For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

“Treasury Rate” means, with respect to any redemption date for a particular Series 2010B Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“Comparable Treasury Issue” means, with respect to any redemption date for a particular Series 2010B Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life of the Series 2010B Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2010B Bonds to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2010B Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers appointed by the University.

“Reference Treasury Dealer” means each of the four firms, specified by the University from time to time, that are primary United States Government securities dealers in the City of New York (each a “Primary Treasury Dealer”); *provided, however*, that if any of them ceases to be a Primary Treasury Dealer, the University will substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2010B Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference

Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

Extraordinary Optional Redemption of the Series 2010B Bonds. The Series 2010B Bonds are also subject to redemption prior to their maturity, on any Business Day prior to April 1, 2020, at the option of the University, in whole or in part, upon the occurrence of an Extraordinary Event, at a redemption price (the “*Extraordinary Optional Redemption Price*”) equal to the greater of (i) 100% of the principal amount of the Series 2010B Bonds to be redeemed; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2010B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12 30-day months, at the Treasury Rate, plus ____ basis points; plus, in each case, accrued interest on the Series 2010B Bonds to be redeemed to the redemption date.

For purposes of determining the Extraordinary Optional Redemption Price, “Treasury Rate,” shall have the meanings described above under the caption, “Make-Whole Redemption.” An “Extraordinary Event” will have occurred if a material adverse change has occurred to Section 54AA or 6431 of the Code (as such Sections were added by Section 1531 of the Recovery Act, pertaining to “Build America Bonds”) pursuant to which the University’s 35% cash subsidy payment from the United States Treasury is reduced or eliminated. At the request of the Trustee, the redemption price of the Series 2010B Bonds to be redeemed at the option of the University will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the University at the University’s expense to calculate such redemption price. The Trustee and the University may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2010 Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such Series 2010 Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of Series 2010 Bonds, unless upon the giving of such notice such Series 2010 Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2010 Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2010 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all of the Series 2010A Bonds maturing on a single date are called for redemption, the Trustee shall select the Series 2010A Bonds to be redeemed from the outstanding Series 2010A Bonds maturing on that date, in such random manner as the Trustee, in its sole discretion, shall deem appropriate and fair. The portion of any Series 2010A Bond to be redeemed shall be in an authorized denomination.

If less than all Series 2010B Bonds are to be redeemed, the particular maturities of such Series 2010B Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2010B Bonds are to be redeemed:

(i) if the Series 2010B Bonds are in book-entry form at the time of such redemption, the Trustee shall instruct DTC to instruct the DTC Participants to select the specific Series 2010B Bonds within a maturity for redemption pro rata and not by lot, and neither the University nor the Trustee shall have any responsibility to insure that DTC or its Participants properly select such Series 2010B Bonds for redemption, and

(ii) if the Series 2010B Bonds are not then in book-entry form at the time of such redemption, on each redemption date, the Trustee shall select the specific Series 2010B Bonds within a maturity for redemption pro rata and not by lot.

DESIGNATION OF 2010B BONDS AS “BUILD AMERICA BONDS”

The University intends to elect to designate the Series 2010B Bonds as “Build America Bonds” for purposes of the American Recovery and Reinvestment Act of 2009 (the “*Recovery Act*”) and to receive a cash subsidy from the United States Treasury in connection therewith. Pursuant to the Recovery Act, and subject to compliance by the University of certain covenants, the University will receive cash subsidy payments from the United States Treasury equal to 35% of the interest payable on the Series 2010B Bonds. Determination of the portion of the Series 2010 Bonds that will be issued as Series 2010B Bonds is dependent on market conditions, and the University, in its sole discretion, may determine not to issue a portion of the Series 2010A Bonds or Series 2010B Bonds and to issue either series of Series 2010 Bonds in an increased principal amount sufficient to fund the purposes for which the Series 2010 Bonds are being issued. See “BUILD AMERICA BONDS.”

SECURITY FOR THE SERIES 2010 BONDS

GENERAL

The Series 2010 Bonds are secured by Pledged Revenues on a parity with all Bonds previously issued and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

- (i) Student Fees (described below);

- (ii) Sales and Services Revenues (defined below);
- (iii) F&A Recovery Revenues;
- (iv) Other Operating Revenues;
- (v) Unrestricted income generated on investments of moneys in all funds and accounts of the University (the “*Investment Income*”); and
- (vi) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see “Pledged Revenues” below. For the amounts of Pledged Revenues in recent years, see “Historical Revenues Available for Debt Service” below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude restricted gift and grant revenues and federal interest subsidy payments made to the University with respect to the Series 2010B Bonds or any future Bonds.

See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY,” “–Budget Process,” and “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2009 AND 2008.”

PLEDGED REVENUES

Student Fees. The University assesses and collects a variety of fees from students enrolled at the University. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State government, or any other governmental or regulatory body. In practice, however, the Board sets the fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. “*Student Fees*” include the Tuition Fee; Facility, Technology and Activity Fees; and General Education Fees, as further described below.*

For the fiscal year ended June 30, 2009, total Student Fees per full-time undergraduate student per semester were \$2,316 for Idaho residents and \$6,604 for non-resident students. For the fiscal year ending June 30, 2010, such Student Fees are, respectively, \$2,432 and \$6,934 per semester. See “APPENDIX B—SCHEDULE OF STUDENT FEES.”

Tuition Fee. The Tuition Fee supports instruction, student services, institutional support and maintenance and operation of the physical plant. The revenues derived from the Tuition Fee for the fiscal years ended June 30, 2008 and June 30, 2009 were \$46,867,441 and \$49,275,852, respectively.

* Excludes a health insurance charge, which is paid directly to a third-party insurance provider.

Facility, Technology and Activity Fees. The University charges a wide variety of fees to students to support various infrastructure and activities. Currently, these fees fall into three categories: (i) Facility Fees, which include the Student Building Fee, the Student Union and Housing Fee, the Capital Expenditure Reserve Fee, the Recreation Facility Fee, the Health and Wellness Center Fee, and the Strategic Facility Fee; (ii) Technology Fees, which include the Technology Fee and the Student Support System Fee; and (iii) Activity Fees, which include 16 fees assessed to support various programs and activities. The revenues derived from the Facility, Technology, and Activity Fees for the fiscal years ended June 30, 2008 and June 30, 2009 were \$26,528,740 and \$28,384,357, respectively.

General Education Fees. The University's General Education Fees include the Graduate/Professional Fee, non-resident Tuition, the Western Undergraduate Exchange Fee, the In-Service Fee, the Overload Fee, the Faculty Staff Fee, the Senior Citizen Fee, and Self-Supporting Program Fees. The revenues derived from the General Education Fees for the fiscal years ended June 30, 2008 and June 30, 2009 were \$15,032,953 and \$18,673,573, respectively.

Tuition and Student Fee Increases. It is Board policy to not increase total tuition and other student fees in any single fiscal year by an amount exceeding 10% unless it grants special approval for such increase. Tuition and student fees for the following fiscal year are set in April. The tuition and fee increases for the past five fiscal years were as follows:

FISCAL YEAR ENDING JUNE 30	TOTAL RESIDENTIAL STUDENT TUITION AND FEES PER SEMESTER	PERCENTAGE INCREASE
2010	\$2,432	5.0%
2009	2,316	5.0
2008	2,205	6.2
2007	2,077	7.3
2006	1,936	10.0

See "APPENDIX B—SCHEDULE OF STUDENT FEES" for a list of Student Fees assessed for fiscal year 2010.

In April 2010, the Board approved an aggregate 9% increase in tuition and fees for fiscal year 2011.

Sales and Services Revenues. Sales and Services Revenues include revenues generated through operations of auxiliary enterprises. The majority of these revenues are generated through housing and student union operations; bookstore sales; ticket and event sales from the Taco Bell Arena, Bronco Stadium, Morrison Center and Select-A-Seat; parking charges; and recreation center activity charges. Sales and Services Revenues also include revenues generated

incidentally to the conduct of instruction, research and public service activities, including unrestricted revenues generated by the University's public radio station, testing services provided by University labs, and sales of scientific and literary publications, and revenues from miscellaneous operations. See "THE UNIVERSITY—Certain University Facilities" for a description of the University's major facilities from which Sales and Services Revenues are derived.

Sales and Services Revenues for fiscal years ended June 30, 2008 and June 30, 2009 were \$46,477,346 and \$45,719,319, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2009 AND 2008."

Facilities and Administrative Recovery Revenues. A portion of federal funds expended each year on scientific research is provided to institutions to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform research projects, and the balance is granted to pay for "facilities and administrative costs" ("*F&A Costs*"), which encompass spending by the receiving institution on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs.

The University has focused on expanding research and has received an increased number and dollar amount of research grants over the last five years. In fiscal years ended June 30, 2008 and June 30, 2009, the University received F&A Recovery Revenues of \$3,087,351, and \$3,280,461, respectively.

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. In fiscal years ended June 30, 2008 and June 30, 2009, the University generated Other Operating Revenues of \$1,950,748 and \$2,559,360, respectively.

Investment Income. Investment Income pledged to the Bonds includes all unrestricted investment income. For fiscal years ended June 30, 2008 and June 30, 2009, Investment Income pledged by the University was \$4,028,824 and \$1,536,390, respectively.

HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for the fiscal years 2007 through 2009. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the Series 2010 Bonds will be approximately \$16.4 million.

	2007	2008	2009
Student Fees	\$ 80,229,894	\$ 88,429,134	\$ 96,333,781
Sales and Services Revenues	42,548,978	46,477,346	45,719,319
Other Operating Revenues	1,636,425	1,950,748	2,559,360
Investment Income ⁽¹⁾	4,663,392	4,028,824	1,536,390
F&A Recovery Revenues	<u>2,935,344</u>	<u>3,087,351</u>	<u>3,280,461</u>
TOTAL	<u>\$132,014,033</u>	<u>\$143,973,403</u>	<u>\$149,429,311</u>
Less Operation and Maintenance Expenses of Auxiliary Enterprises	<u>50,278,915</u>	<u>56,485,940</u>	<u>57,625,896</u>
Revenues Available for Debt Service (Less Operation and Maintenance Expenses of Auxiliary Enterprises in excess of Sales and Services Revenues) ⁽²⁾	<u>\$81,735,118</u>	<u>\$87,487,463</u>	<u>\$91,803,415</u>

⁽¹⁾ Investment income declined substantially due to lower overall fixed income investment rates in 2009 as compared to 2008.

⁽²⁾ The Bonds are payable from Student Fees, Other Operating Income, Investment Income, and F&A Recovery Revenues prior to payment of Operation and Maintenance Expenses of Auxiliary Enterprises. Sales and Services Revenues, if any, remaining after payment of Operation and Maintenance Expenses of Auxiliary Enterprises are also pledged to the payment of the Bonds.

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University intends to use any excess moneys in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to maintain Revenues Available for Debt Service at least equal to 110% of Debt Service on the outstanding Bonds for each fiscal year.

ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution. In order to issue Additional Bonds for the purpose of financing Projects, the University must satisfy certain conditions, including the filing with the Trustee of:

(i) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds; and

(ii) A Written Certificate of the University to the effect that Estimated Revenues Available for Debt Service equal at least 110% of the Maximum Annual Debt Service on all Bonds to be outstanding upon the issuance of the Additional Bonds for (a) each of the fiscal years of the University during which any Bonds will be outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized, or (b) the University's current fiscal year and any succeeding fiscal year during which any Bonds will be outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (a "*Coverage Certificate*"). See "APPENDIX C-SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION-Additional Bonds."

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii). Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than \$25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the Bonds.

THE SERIES 2010 PROJECT

The Series 2010 Bonds are being issued to finance a portion of the costs of acquisition and construction of a College of Business and Economics building, which is a component of the University's 2005 Master Plan and its comprehensive financing plan for major capital improvements. Given its prominent location at the University, the building will become a landmark in the city landscape and will mark the main entrance to the campus.

The Series 2010 Project is designed to address current and future growth needs of the College of Business and Economics. The building will provide approximately 117,312 gross square feet, including approximately 71,324 assignable square feet of space for the Departments of Accounting, Network Operations and Information Systems, Economics, Management, Marketing and Finance. The building will also include a 250-seat lecture hall and space for additional program growth and mechanical/electrical rooms. It will incorporate modern and innovative instructional facilities including case-study rooms, classrooms, computer labs, a high-tech financial trading center, a student services center, and team rooms. There will also be offices and meeting spaces to support faculty interaction and research efforts, and spaces are planned for outreach to, and support of, the local business community, including a COBE Business Research and Economic Development Center that includes, among outreach programs and research centers, an Idaho Counsel on Economic Education Center, an Idaho Small Business Development Center, and a Technology and Entrepreneurship Center.

The cost of construction, based on the design development documents and including contingencies, architectural and engineering fees, commissioning, testing, and other administrative and soft costs, is estimated at \$37 million. Approximately \$14 million of the project will be financed through the issuance of the Series 2010 Bonds, approximately \$4 million will be financed through proceeds of previously issued Bonds, and the remainder will be funded through gifts and pledges from donors and other University funds.

In May 2010, the University will begin the bidding process for the selection of a contractor for the Series 2010 Project. The University expects construction of the Series 2010 Project to begin in July 2010. It is estimated that construction of the project will be completed in the fall of 2012.

ESTIMATED SOURCES AND USES OF FUNDS***SOURCES**

Principal Amount of Series 2010 Bonds	\$
[Net] Original Issuance Premium	_____
TOTAL SOURCES	\$_____

USES

Construction Fund	\$
Costs of Issuance ¹	_____
TOTAL USES	\$_____

¹ Includes legal fees, rating agency fees, trustee fees, and Underwriter's fee.

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DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the Bonds.

BOND YEAR ENDING APRIL 1	OUTSTANDING BONDS	SERIES 2010 BONDS		
		PRINCIPAL*	INTEREST**	TOTAL
2010	\$ 15,217,303	\$ -		
2011	15,012,877	-		
2012	15,190,914	265,000		
2013	15,221,550	275,000		
2014	15,279,653	285,000		
2015	15,372,740	300,000		
2016	15,482,428	310,000		
2017	15,516,628	320,000		
2018	15,596,728	335,000		
2019	15,672,490	350,000		
2020	15,757,590	360,000		
2021	15,224,803	375,000		
2022	14,909,633	390,000		
2023	13,553,808	405,000		
2024	12,112,068	425,000		
2025	12,110,098	440,000		
2026	12,114,825	460,000		
2027	12,099,513	475,000		
2028	12,102,669	495,000		
2029	12,108,800	515,000		
2030	12,033,388	535,000		
2031	12,042,538	555,000		
2032	12,034,438	580,000		
2033	12,039,463	600,000		
2034	12,033,488	625,000		
2035	12,029,238	650,000		
2036	12,036,688	680,000		
2037	12,034,750	705,000		
2038	1,962,250	735,000		
2039	1,958,250	760,000		
2040	-	795,000		
TOTAL	<u>\$385,861,600</u>	<u>\$14,000,000</u>		

* Preliminary; subject to change.

** The University expects to receive a cash subsidy equal to 35% of the interest payable on the Series 2010B Bonds. Amounts shown exclude any subsidy payments to be received by the University.

THE UNIVERSITY

The University is the largest institution in the Idaho system of higher education. The University's main campus is located in Boise, Idaho. The University's spring 2010 enrollment is 18,520 students (based on headcount, with full-time equivalent enrollment of 14,026). The University had 3,497 faculty and staff (including 805 student employees) as of June 30, 2009.

Situated along the banks of the Boise River near downtown Boise, the University's main campus provides a picturesque and attractive setting, with convenient access to the governmental institutions and commercial and cultural amenities that are located in Idaho's capital city. The Boise-Nampa metropolitan area had a population of approximately 431,000 as of the 2000 census, and approximately 565,000 in 2008.

The University was founded as Boise Junior College in 1932, began offering baccalaureate programs in 1965 and entered the State system of higher education in 1969 as Boise State College. The University was renamed Boise State University in 1974, when it began offering graduate programs. The University administers baccalaureate, master's and doctoral programs through seven colleges—Arts and Sciences, Business and Economics, Education, Engineering, Graduate Studies, Health Sciences, and Social Sciences and Public Affairs. Master's degrees are offered in 73 disciplines, and four doctoral programs include an Ed.D. in Curriculum and Instruction and Ph.D. programs in Geophysics, Geosciences, and Electrical Engineering and Computer Engineering. The University is fully accredited by the Northwest Association of Schools and Colleges, and a number of the University's academic programs have also obtained specialized accreditation.

The University competes in NCAA intercollegiate athletics as a Division I-A member and fields 17 men's and women's teams in 12 sports. The University is the home of over 50 research centers and institutes, including the Center for Health Policy, the Center for Public Policy and Administration, the Environmental Science and Public Policy Research Institute, the Global Business Consortium, the Raptor Research Center, and the Hemingway Western Studies Center. The University also hosts both National Public Radio and Public Radio International on the Boise State Radio Network, which broadcasts in southern Idaho, western Oregon and northern Nevada on a network of 28 stations and translators.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional-Technical Education and Vocational Rehabilitation. The Governor appoints seven of the members of the combined boards for five-year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

**BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY
AND STATE BOARD OF EDUCATION**

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES
Paul C. Agidius (President)	Moscow	Attorney	2011
Richard Westerberg (Vice President)	Preston	PacifiCorp officer (retired)	2014
Kenneth Edmunds (Secretary)	Twin Falls	Real Estate Developer	2013
Milford Terrell	Boise	Owner/President of DeBest Plumbing	2012
Tom Luna*	Nampa	State Superintendent of Public Instruction	2011
Don Soltman	Twin Lakes	Retired Hospital Executive	2014
Emma Atchley	Ashton	Community Leader	2014
Roderic W. Lewis	Boise	General Counsel, Micron Technology, Inc.	2014

* Serves *ex officio* on the State Board of Education in his capacity as State Superintendent of Public Instruction.

The State Board of Education has an approximately 20-member, full-time professional staff headed by Mike Rush, Executive Director. His appointment became effective in 2008.

University Officers. The President of the University and his staff are responsible for the operation of the University and the fulfillment of its academic mission. The President is selected by and serves at the pleasure of the Board. Members of the President's management team are appointed by the President and serve at his pleasure. The President and his principal staff are listed below, with brief biographical information concerning each.

Robert Kustra, Ph.D. – President. Dr. Kustra became the University's sixth president on July 1, 2003. Immediately prior to joining the University, Dr. Kustra served as president of the Midwestern Higher Education Commission, an organization of 10 midwestern states that focus on advancing higher education through interstate cooperation and resource sharing. Prior to his time at the Midwestern Higher Education Commission, Dr. Kustra served as a senior fellow for the Council of State Governments, and from 1998-2001 served as president of Eastern Kentucky University. Prior to his time at Eastern Kentucky University, Dr. Kustra served as the lieutenant governor for the State of Illinois from 1990-1998, during a portion of which time he also served as the chair of the Illinois Board of Higher Education. Prior to acting as lieutenant governor, Dr. Kustra served in the Illinois state senate from 1982 to 1990 and in the Illinois House of Representatives from 1980-1982.

Dr. Kustra has also held faculty positions at the University of Illinois at Springfield, Roosevelt University, the University of Illinois-Chicago, Northwestern University, Loyola University and Lincoln Land Community College. While at Loyola he also served as director of the Center for Research in Urban Government.

Dr. Kustra was educated at Benedictine College in Atchison, Kansas (BA 1965), Southern Illinois University (MA 1968) and the University of Illinois (Ph.D. 1975). All of his degrees are in political science.

Throughout his professional life, Dr. Kustra has served on a number of education-oriented boards, including the Advisory Council for the National Center for Public Policy and Higher Education, the Policies and Purposes Committee of the American Association of State Colleges and Universities, the Ohio Valley Conference Board of Presidents, the DePaul University Board of Trustees and the Education Commission of the States. He is currently serving as a member of the National Collegiate Athletic Association executive committee and the American Association of State Colleges and Universities Commission on Presidential Leadership and Global Competitiveness.

Sona Andrews, Ph.D. – Provost and Vice President for Academic Affairs. Dr. Andrews began her duties as Provost and Vice President for Academic Affairs at the University in August 2004 after serving as Vice Provost for Academic Affairs at the University of Wisconsin-Milwaukee. Dr. Andrews, a geoscience professor, began teaching at the University of Minnesota in the 1980s and gained most of her administrative experience at the University of Wisconsin-Milwaukee, where she served as Vice Provost. She also served a fellowship with the American Council on Education. Dr. Andrews completed her first year of undergraduate education at the Nishan Palanjian Armenia College in Beirut, Lebanon and went on to earn her undergraduate degree in geography from Worcester State College in Massachusetts in 1975 and her Master's (1977) and Ph.D. (1981) in geography from Arizona State University.

Stacy Pearson, CPA, MPA – Vice President for Finance and Administration. Ms. Pearson was appointed as Bursar and Vice President for Finance and Administration effective August 15, 2004. Prior to this appointment, Ms. Pearson served as Associate Vice President for Finance and Administration at the University from 1995 to 2004. Ms. Pearson received her Bachelor of Science degree in business at the University of Idaho and her Master of Public Administration degree from the University. Ms. Pearson is a certified public accountant and is active in the Western Association of College and University Business Officers (WACUBO). She served as the Director of the Internal Audit Division for the Oregon University System from 1994 to 1995 and the Internal Auditor for the Idaho State Board of Education from 1987 to 1994.

Michael Laliberte, Ed.D. – Vice President for Student Affairs. Dr. Laliberte joined the University in July 2006. Previously, he had served since January 2003 as Associate Vice Chancellor for Student Affairs at the University of Massachusetts Dartmouth, where he served as Associate Dean of Students from 1999-2003. His higher education experience also includes service at Springfield College in Springfield, Massachusetts as the Assistant Dean of Students and Director of Judicial Affairs from 1996-99; Pennsylvania State University in University Park, Pennsylvania, as the Coordinator-Residence Life from 1994-96; and Northeastern University in Boston, as the Residence Director in 1994. Laliberte completed his Ed.D. in educational leadership in higher education from Johnson & Wales University in Providence, R.I., in 2003. He earned a master of science degree in college student development and counseling from Northeastern University in 1994 and a bachelor of science degree in human development, counseling and family studies from the University of Rhode Island in Kingston in 1983.

Mark Rudin, Ph.D – Vice President for Research. Dr. Rudin joined the University on January 1, 2009 as Vice President for Research. Dr. Rudin received his Ph.D. in Medicinal Chemistry/Health Physics from Purdue University. Prior to his appointment at the University, Dr. Rudin served in a number of teaching and administrative positions at UNLV since 1993, including Senior Associate Vice President for Research Services and Chair of the Department of Health Physics, at UNLV since 1993. Before joining UNLV, Dr. Rudin was a technical/administrative assistant with the U.S. Department of Energy Headquarters, Office of Environmental Restoration and Waste Management, and from 1989 to 1993, he was a senior program specialist/project engineer with EG&G Idaho at the Idaho National Laboratory in Idaho Falls.

Howard Smith, Ph.D. –Vice President for University Advancement. Dr. Smith received his Ph.D in Administrative Theory and Health Services Administration from the University of Washington. He formerly served the University of New Mexico as dean (1994-2004) at the Anderson Schools of Management and School of Public Administration and as Director (2004-2006) of the Program for Creative Enterprise and the Creative Enterprise Endowed Chair. From 1990 to 1994 Dr. Smith served as Associate Dean at the Anderson Schools. From June 2006 to May 2007, he served as the University's Dean of the College of Business and Economics.

Kevin D. Satterlee, J.D. – Associate Vice President and University Counsel. Mr. Satterlee was named University Counsel in 2005. Prior to holding the position of University Counsel, Mr. Satterlee served as Associate Vice President for Planning and Special Assistant to the Vice President for Finance and Administration at the University. Prior to joining the University, Mr. Satterlee served as Chief Legal Officer for the State Board of Education, Deputy Attorney General for the State representing numerous state agencies including the Office of the Governor, and worked in private practice. Mr. Satterlee received his undergraduate degree in political science magna cum laude from the University and his Juris Doctor from the University of Idaho, also magna cum laude.

CERTAIN UNIVERSITY FACILITIES

General. The University's Boise campus includes approximately 90 buildings situated on approximately 175 acres. In addition, the University offers courses and programs in several off-campus centers including the Canyon County Center, the Twin Falls Center, the Mountain Home Air Force Base Center, and the Gowen Field Center.

The following is a description of the University's major facilities from which Sales and Services Revenues are derived, including Student Union and Housing System facilities, spectator and recreation facilities, and parking facilities.

Student Union and Housing System. The University's Housing System currently consists of (i) six residence halls, three of which are dormitory-style buildings and three of which are suite-style buildings, (ii) five apartment complexes for upper-class family housing; and (iii) the Student Union Building.

University Residence Halls. The three residence halls and three suite-style halls can accommodate approximately 1,500 students. The University's residence halls offer a variety of amenities, including computer labs and in-room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For fiscal years 2007, 2008 and 2009, the average occupancy rates for the University's residence halls were, 99.5%, 93.2%, and, 92%, respectively, at the end of fall semester.

University Apartments. Currently, the University has five apartment complexes available for students and their families, which provide over 300 apartments ranging in size from one bedroom to three bedrooms. The average occupancy rates for the University's apartments was over 90% for the last three fiscal years, and the occupancy rate for fall 2009 was 88%.

Student Union Building. Initially constructed in 1967, expanded in 1988, and expanded again in 2008, the Student Union Building provides extensive conference and meeting spaces, a 430-seat performance theater, a retail food-court, a new central production kitchen, a resident student and visitor dining facility, an expanded University Bookstore, a convenience store, a games area, and offices for student government and student activities. The facilities infrastructure includes high-speed LAN and video data capabilities and public lounges with wireless network capabilities. The 67,000-square-foot expansion opened on-time and on-budget in January 2009. The project also included remodeling of 27,000 existing square feet. The finished building totals approximately 252,000 square feet.

Spectator and Recreation Facilities. The University's spectator and recreation facilities include Bronco Stadium, the Taco Bell Arena, the Recreation Center and the Morrison Center. The following is a brief description of these facilities.

Bronco Stadium. Originally constructed in 1970, expanded in 1997, again in 2008 and then again in 2009 to its current capacity of 33,500 seats, Bronco Stadium is Idaho's largest spectator facility. It is used for all of the University's intercollegiate home football games and track and field events as well as for many high school football games in the Boise area. The 2008 expansion project included the addition of an enlarged and updated press box, stadium suites, premium seating, banquet facilities, a commercial kitchen, additional bookstore and office space, as well as concourse upgrades and the 2009 project added south end zone seating.

Taco Bell Arena. Taco Bell Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration, the arena accommodates approximately 12,400 spectators. In addition to varsity sports contests, including the NCAA Basketball Tournament, it has been used for concerts, Commencement ceremonies and other entertainment and community events, intramural activities and physical education classes. Taco Bell Arena also offers recreational indoor

sports facilities, such as racquetball/handball courts, weight training rooms, and aerobic exercise and dance rooms.

The Recreation Center. The Student Recreation Center was completed in fall 2001. It is approximately 98,700 square feet, and includes more than 25,000 square feet of open recreational space for three regulation-size basketball courts and a multipurpose gymnasium; a large aerobics/cardiovascular multipurpose workout space; five racquetball/handball/squash courts; a running track with banked turns; a climbing wall; a first-aid and athletic training area; classroom and activity spaces; indoor/outdoor meeting space; and an aquatic center, which is currently under construction and is scheduled to open in the fall of 2010.

The Morrison Center. The Velma V. Morrison Center, which opened in 1984, is a 183,885 square foot center for performing arts that includes a ten-story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University.

Parking Facilities. The University operates and maintains 65 surface parking lots and two parking garage facilities with a total of approximately 2,027 spaces, for a total of approximately 7,450 parking spaces. Construction of an additional 750-space parking facility is scheduled to begin in fall 2010. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

STUDENT BODY

The University enrolls more students than any other institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 65 countries attend the University. The University enrolls large numbers of both traditional-age students and working adults. The following enrollment statistics are excerpted from reports filed with the State Board of Education as of the 10th day of enrollment of fall semester.

ENROLLMENT AND GRADUATION STATISTICS
(Fall Semester)

	2005	2006	2007	2008	2009
ENROLLMENT					
Headcount	18,650	18,880	19,540	19,667	18,936
Full-Time Equivalents	13,562	13,720	14,314	14,608	14,537
UNDERGRADUATE STUDENTS					
Full-Time	10,053	10,193	10,488	10,799	12,143
Part-Time	6,029	6,076	6,252	5,908	4,553
Applied Technology	1,036	947	1,073	995	NA ²
GRADUATE STUDENTS					
Full-Time	434	533	584	638	732
Part-Time	1,098	1,131	1,143	1,330	1,508
STUDENTS FROM IDAHO	91%	90%	89%	88%	86%
FIRST YEAR UNDERGRADUATES					
Applied	5,264	4,417 ¹	5,132	4,801	5,187
Admitted	4,001	3,098	3,014	3,296	4,427
Enrolled	2,262	2,261	2,280	2,214	2,151
ACT Mean Score	21.5	21.5	21.5	21.9	22.0
DEGREES CONFERRED (fiscal year)					
Diploma	198	191	195	148	226
Associate	447	481	484	434	478
Bachelor	1,661	1,771	1,874	1,920	2,129
Master	397	410	440	482	527
Doctorate	1	11	5	1	9
Graduate Certificate ³	2	7	23	40	81

¹ The definition of first year applicants was refined in 2006 to exclude certain categories of students, including non-degree, concurrent enrollment, and Bridge Program students, and new students who began attending the University the previous summer.

² The applied technology program was transferred to the College of Western Idaho in July 2009.

³ The University began awarding Graduate Certificates in 2005.

The University is the largest university in Idaho, with spring 2010 semester enrollment of 18,520 students (based on headcount, with full-time-equivalent enrollment of 14,026). From 2006 to 2010, University enrollment has grown at a compound annual rate of 4.7% and the quality of the incoming freshman class has steadily improved. Based on fall statistics, from 2006 to 2010, the number of freshman ranked in the top quartile of ACT scores is up seven percent, the number of students ranked in the top quartile of their high school is up nine percent, and the number of students with a GPA greater than 3.5 is up six percent.

EMPLOYEES

As of June 30, 2009, the University had 3,497 employees. Faculty and staff included 666 professional staff, 714 faculty, 286 other academic appointments, which include roles such as research assistants and adult basic education instructors, and 1,026 classified employees. The University also employed 805 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring any salary issues and other concerns to the attention of the University. The University considers relations with its employees to be good.

EMPLOYEE RETIREMENT PLAN

All benefit eligible employees must enroll in one of two retirement plans—the State’s Public Employees’ Retirement System of Idaho (“*PERSI*”) or the Optional Retirement Program (“*ORP*”), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

The University’s employees, including its faculty hired prior to July 1, 1990, are covered under *PERSI*. *PERSI* covers eligible personnel who work 20 hours or more per week. All personnel who work 20 hours or more per week for five consecutive months must participate in either *PERSI* or *ORP*. The membership of *PERSI* includes employees of the State, teachers, firefighters, police and employees of political subdivisions, local school districts, colleges and universities.

Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in *ORP*, and faculty and staff hired before that date were offered a one-time opportunity in 1990 to withdraw from *PERSI* and join the *ORP*. New faculty and professional staff who are vested in *PERSI* have the option of remaining in or returning to *PERSI* with written affirmation of this decision within 60 days of employment. The *ORP* is a portable, defined contribution retirement plan with options offered by Teachers’ Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) and Variable Annuity Life Insurance Company (VALIC). The total contribution rate is the same for all employees, with a portion of the employer’s contribution for *ORP* members being credited to the employee’s account and a portion to the *PERSI* unfunded liability until 2015.

For information concerning post-retirement benefits other than pensions, see Note 11 of “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2009 AND 2008.”

INSURANCE

The University has liability coverage under commercial insurance policies and self-insurance through the State of Idaho Retained Risk Fund. University buildings are covered by all-risk property insurance on a replacement cost basis.

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the “*Legislature*”), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are pledged to the Bonds. See “SECURITY FOR THE SERIES 2010 BONDS.” Certain of the revenue sources that are not pledged as security for the Bonds are described below.

STATE APPROPRIATIONS

Legislatively-approved State appropriations represent approximately 34% of the University’s total annual revenues for 2009. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor by executive order may reduce (“*Holdback*”) the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State or request a reversion (“*Reversion*”) of appropriations back to the State to balance the State budget. For the 2010 fiscal year, Holdbacks in the amount of approximately \$6.3 million have been ordered or are in the process of being finalized and ordered. Such Holdbacks represent approximately 8.0% of the original amount appropriated by the State to the University for the 2010 fiscal year.

The University is implementing a variety of strategies in response to the reductions in State appropriations, including considering the delay or cancellation of certain capital projects and property purchases, increasing class sizes or eliminating unneeded sections, reducing personnel costs, and otherwise reviewing academic and administrative operations to determine how to operate more efficiently. To reduce personnel costs, which represent approximately 80% of the University’s operating budget, all vacant positions are being reviewed with the President of the University to determine the impact of eliminating the positions or delaying the replacement hires. Overtime and supplemental pay is being reviewed and reduced, and travel has been curtailed. Academic programs are being evaluated to determine their strategic importance to the University, and new programs are being delayed or implemented in stages over longer periods of time than originally contemplated.

State appropriations are not pledged as security for the Bonds. However, Holdbacks, Reversions or reductions in the amount appropriated to the University could adversely affect the University’s financial and operating position.

The table below sets forth the legislative appropriations from the State General Fund for all higher education institutions and for the University, net of Reversions and Holdbacks, for the years shown.

STATE GENERAL FUND APPROPRIATIONS⁽¹⁾

FISCAL YEAR	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
All Higher Education	\$238,435,700	\$243,726,400	\$264,227,700	\$285,151,500	\$253,278,100
Boise State University	71,116,500	75,070,300	80,170,800	81,509,500 ⁽²⁾	72,078,500 ⁽³⁾
Percentage Increase (Decrease) over prior year for the University	3.9%	5.6%	6.8%	1.7%	(11.6)%

Source: The University.

(1) Excludes appropriations to the Seland College, the University's applied technology program. The applied technology program was transferred to the College of Western Idaho in July 2009. See "THE UNIVERSITY—Student Body—*Impact of College of Western Idaho*." The fiscal year 2009 appropriation attributable to the Seland College was approximately \$7.6 million.

(2) Net of the 4% Holdback of \$3,503,480.

(3) Net of the 6% Holdback of \$6,274,000.

The 2010 State Legislature, which adjourned on March 29, 2010, established appropriations for the 2011 Fiscal Year. The Legislature budgeted \$217,510,800 for all higher education institutions. (Such amount includes a \$10 million reduction related to a dairy project at the University of Idaho.) The Board will allocate the University's portion of the total higher education appropriation amount on April 22. There can be no assurance that the appropriations for the 2011 Fiscal Year will not be subject to Holdbacks or Reversions.

GRANTS AND CONTRACTS

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For fiscal year 2009, total grants and contracts totaled \$47,002,105. The University received \$16,533,564 in federal Pell Grants for the 2009 academic year.

FINANCIAL AID

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately \$100,190,000 for the 2008 to 2009 academic year. Of such amount, approximately \$70,203,000 was in the form of direct student loans. The University estimates that direct financial aid to

students will total approximately \$116 million for the 2009 to 2010 academic year, of which approximately \$79 million is in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

BUDGET PROCESS

The University operates on an annual budget system. Its fiscal year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration, in collaboration with the departmental faculty and administrative officers. The internal budget process concludes with a general budget proposal for the following fiscal year being submitted in consolidated form by the University Administration to the Board in August of each year.

The University's operating budget is approved by the Board prior to the commencement of the fiscal year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards of the State's other institutions of higher education, approves the annual budgets for those institutions as well.

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. The University's investment policy establishes, in order of priority, safety of principle, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Footnote 2 to the Financial Statements in APPENDIX A. Moneys in Funds and Accounts established under the Bond Resolution are required to be invested in Investment Securities, as described in "APPENDIX D—SUMMARY OF PROVISIONS OF THE RESOLUTION—Establishment of Funds; Flow of Funds—Investment of Funds." The University has not experienced any significant recent investment losses or unexpected limitations on the liquidity of its short-term investments.

NO INTEREST RATE SWAPS

The University has not entered into any interest rate swaps or other derivative products.

BOISE STATE UNIVERSITY FOUNDATION, INC.

The Boise State University Foundation, Inc. (the "*BSU Foundation*") is a nonprofit corporation organized under State law in 1967. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. An approximately 40-member board of directors manages the BSU Foundation. Mark W. Literas currently serves as Chairman of the Board of the BSU Foundation.

Financial statements for the BSU Foundation and the Boise State Athletic Association (the “BAA”) are contained in Note 13 to the University’s financial statements. See APPENDIX A. During 2009, the BAA donated its financial assets to the Foundation. For 2009 and thereafter, all BAA gifts will be recorded as gifts to the Foundation and recorded in funds designated to Athletics. Combined net assets of the BSU Foundation and the BAA at June 30, 2009 were \$111,303,971.

The BSU Foundation is in the third year of a comprehensive fundraising campaign. The Destination Distinction campaign has generated \$125.9 million toward a goal of \$175 million, and the Fund for the Future campaign has exceeded its \$10 million goal, generating \$12.4 million in contributions. The campaigns generate funds for facilities, endowed faculty, endowed scholarships and direct academic support.

FUTURE CAPITAL PROJECTS

To address the educational needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006. The Strategic Facility Fee increased from \$25 in the fall of 2006 to \$210 for fiscal year 2010. Revenues from the Strategic Facility Fee are intended to be used together with donations, State of Idaho Permanent Building Fund monies, capital grants and university reserves to provide funds for construction of buildings pursuant to the University’s Campus Master Plan.

To meet the growing demand for on-campus housing, the University has partnered with American Campus Communities (ACC), one of the nation’s largest developers, owners and managers of student housing communities, to develop and manage a new on-campus housing facility. ACC will design, develop, build and manage an 874 bed housing project on land leased from the University. All improvements will be owned by the University and leased to ACC. ACC will pay all project costs.

The University is also building a biomedical research vivarium (BRV). The BRV is a 9,200-square-foot state-of-the-art animal holding facility. The BRV will provide important infrastructure and support for biomedical research and training. Researchers at the University received a \$3.9 million grant, which is expected to cover the entire construction cost of the facility.

The University may not undertake any capital project or long-term financing without prior Board approval.

OUTSTANDING DEBT

The University has the following debt outstanding:

OUTSTANDING BONDS	ORIGINAL ISSUE AMOUNT	AMOUNT OUTSTANDING
<i>General Revenue Bonds</i>		
Housing System Refunding and Improvement Revenue Bonds, Series 2002	\$ 38,255,000	\$ 75,000
Housing System Refunding Revenue Bonds, Series 2003	6,620,000	4,955,000
General Revenue Bonds, Series 2004A	31,480,000	27,375,000
General Revenue Bonds, Series 2005A	21,925,000	18,600,000
General Revenue Bonds, Series 2007A	96,365,000	96,365,000
General Revenue Bonds, Series 2007B	25,860,000	25,860,000
General Revenue Bonds, Series 2007C (Taxable)	2,850,000	1,845,000
General Revenue Bonds, Series 2009A	42,595,000	41,225,000
General Revenue Bonds, Series 2010 ¹	14,000,000*	14,000,000*
<i>Other Obligations</i>		
Subordinated Revenue Note, Series 2007	3,325,000	0
2006 Bronco Stadium Expansion Loan	3,381,000	2,302,316
2001 Bank Line of Credit	5,000,000	1,000,024
Capital Leases for Building and Equipment	<u>6,951,159</u>	<u>2,784,999</u>
Total:	\$298,607,159*	\$236,387,339*

* Preliminary; subject to change.

¹ For purposes of this table, the Series 2010 Bonds are considered outstanding.

For additional information regarding the University's outstanding obligations, see Footnotes 7, 8 and 9 to the Financial Statements in APPENDIX A.

FINANCIAL STATEMENTS

The financial statements of the University as of and for the years ended June 30, 2009 and 2008, which are included as APPENDIX A to this Official Statement, have been audited by Moss-Adams LLP, independent auditors, as stated in their report appearing therein. Moss-Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss-Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

TAX MATTERS

FEDERAL TAX EXEMPTION OF SERIES 2010A BONDS

Federal tax law contains a number of requirements and restrictions which apply to the Series 2010A Bonds, including investment restrictions, periodic payments of arbitrage profits to

the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The University has covenanted to comply with all requirements that must be satisfied in order for the interest on the Series 2010A Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series 2010A Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2010A Bonds.

Subject to the University's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series 2010A Bonds (i) is excludable from gross income of the owners thereof for federal income tax purposes, (ii) is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, and (iii) is not taken into account in computing adjusted current earnings, as described below.

The Internal Revenue Code of 1986, as amended (the "*Code*"), includes provisions for an alternative minimum tax ("*AMT*") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("*AMTI*"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would include all tax-exempt interest, including interest on the Series 2010A Bonds.

Ownership of the Series 2010A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2010A Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "*Issue Price*") for each maturity of the Series 2010A Bonds is the price at which a substantial amount of such maturity of the Series 2010A Bonds is first sold to the public. The Issue Price of a maturity of the Series 2010A Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

If the Issue Price of a maturity of the Series 2010A Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the Series 2010A Bonds (the "*OID Bonds*") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the University complies with the covenants discussed above, (a) the full amount of

original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code; (d) such original issue discount is not taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (e) the accretion of original issue discount in each year may result in certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Series 2010A Bonds who dispose of Series 2010A Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Series 2010A Bonds in the initial public offering, but at a price different from the Issue Price or purchase Series 2010A Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Series 2010A Bond is purchased at any time for a price that is less than the Series 2010A Bond's stated redemption price at maturity or, in the case of an OID Bond, its Issue Price plus accreted original issue discount (the "*Revised Issue Price*"), the purchaser will be treated as having purchased a Series 2010A Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Series 2010A Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Series 2010A Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Series 2010A Bonds.

An investor may purchase a Series 2010A Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Series 2010A Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Series 2010A Bond. Investors who purchase a Series 2010A Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Series 2010A Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Series 2010A Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to herein or adversely affect the market value of the Series 2010A Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or

whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Series 2010A Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the “*Service*”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Series 2010A Bonds. If an audit is commenced, under current procedures the Service may treat the University as the taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2010A Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Series 2010A Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Series 2010A Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Series 2010A Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

QUALIFIED TAX-EXEMPT OBLIGATIONS

Subject to the University’s compliance with certain covenants, in the opinion of Bond Counsel, the Series 2010A Bonds are “qualified tax-exempt obligations” under the small issuer exception provided under Section 265(b)(3) of the Code, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

IDAHO INCOME TAXATION

In the opinion of Bond Counsel, under the existing laws of the State, as presently enacted and construed, subject to the University’s compliance with the requirements of the Code, interest on the Series 2010 Bonds is not subject to the income tax or the franchise tax imposed by the State under the Idaho Income Tax Act; *provided, however*, that Bond Counsel expresses no opinion concerning whether interest on the Series 2010 Bonds held by an S Corporation is subject to the income tax or the franchise tax imposed by the State. Failure of the University to comply with such requirements could result in interest on the Series 2010 Bonds being subject to the income tax and franchise tax under the Idaho Income Tax Act retroactively to the date of the issuance of the Series 2010 Bonds. Ownership or disposition of the Series 2010 Bonds may result in other State tax consequences to certain taxpayers, and Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Series 2010 Bonds. Bond Counsel expresses no opinion with respect to taxation under any other provisions of State law. Prospective purchasers of

the Series 2010 Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

SERIES 2010B BONDS FEDERALLY TAXABLE

Interest on the Series 2010B Bonds is includible in gross income for federal income tax purposes. Holders of the Series 2010B Bonds should consult their tax advisors with respect to the inclusion of interest on the Series 2010B Bonds in gross income for federal income tax purposes and any collateral tax consequences.

SERIES 2010B BONDS ISSUED AS BUILD AMERICA BONDS

As part of the American Recovery and Reinvestment Act of 2009 (the “*Recovery Act*”), Congress added provisions to the Code that permit state or local governments to obtain certain tax advantages when issuing certain taxable obligations, referred to as “*Build America Bonds*.” A Build America Bond must satisfy certain requirements, including that the interest on the Build America Bonds would be, but for the issuer’s election to treat such bonds as Build America Bonds, excludable from gross income under Section 103 of the Code. The University intends to make or has made an irrevocable election to treat the Series 2010B Bonds as Build America Bonds. The University also intends to make or has made an irrevocable election to treat the Series 2010B Bonds as Build America Bonds that are “qualified bonds” as defined in the Code. As a result of these elections, interest on the Series 2010B Bonds will be includible in gross income of the holders thereof for federal income tax purposes and the holders of the Series 2010B Bonds will not be entitled to any tax credits as a result either of ownership of the Series 2010B Bonds or of receipt of any interest payments on the Series 2010B Bonds. Bondholders should consult their tax advisors with respect to the inclusion of interest on the Series 2010B Bonds in gross income for federal income tax purposes.

Federal tax law contains a number of requirements and restrictions that apply to the Series 2010B Bonds in order for them to be Build America Bonds and “qualified bonds,” including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The University has covenanted to comply with requirements that must be satisfied in order for the Series 2010B Bonds to be qualified Build America Bonds. Failure to comply with certain of such covenants could cause the Series 2010B Bonds to not be qualified Build America Bonds (and consequently could prevent the allowance of Build America Payments described below) retroactively to the date of issuance of the Series 2010B Bonds.

As a consequence of the Series 2010B Bonds being Build America Bonds and “qualified bonds” under Section 54AA of the Code, the University will be entitled to apply for certain tax credits under Section 6431 of the Code (the “*Build America Payments*”). If for any reason the Bonds cease to be Build America Bonds that are “qualified bonds” under Section 54AA of the Code, the University will not be entitled to receive such Build America Payments.

Under Section 6431 of the Code, the University will apply to receive Build America Payments directly from the Secretary of the U.S. Treasury. The amount of each Build America

Payment is set in Section 6431 of the Code at 35 percent of the corresponding interest payable on the related qualified Build America Bond.

To receive a Build America Payment, under currently existing procedures, the University is required to file a tax return between 90 and 45 days prior to each interest payment date. The procedures provide that the University should expect to receive the Build America Payment within 45 days of filing the return. Depending on the timing of the filing, the Build America Payment may be received before or after the corresponding interest payment.

No assurances are provided that the University will receive Build America Payments. The amount of any Build America Payment is subject to legislative changes by Congress. Also, Build America Payments are subject to offset against certain amounts that may, for unrelated reasons, be owed by the University to an agency of the United States of America.

Circular 230. This Official Statement contains tax advice written to market the Series 2010B Bonds. This subsection is informing Bondholders of the following as required under Treas. Reg. §10.35, which is contained in the rules of practice before the Internal Revenue Service, commonly known as Circular 230.

The tax advice contained in this Official Statement is not intended or written by the University, its Bond Counsel, or any other tax practitioner to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer. The tax advice contained in this Official Statement was written to support the promotion or marketing of the Series 2010 Bonds. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

The University and its Bond Counsel impose no restrictions or limitations on disclosing the content of this Official Statement or of any details of the structure of the Series 2010 Bonds or on the tax treatment or tax structure of the Series 2010 Bonds and the use of proceeds thereof.

UNDERWRITING

The Series 2010 Bonds are being purchased by Barclays Capital Inc. (the “Underwriter”). The purchase contract provides that the Underwriter will purchase all of the Series 2010 Bonds, if any are purchased, at a price of, (i) with respect to the Series 2010A Bonds, \$_____, representing the principal amount of the Series 2010A Bonds, plus [net] original issuance premium of \$_____, less an Underwriter's fee of \$_____, and (ii) with respect to the Series 2010B Bonds, \$_____, representing the principal amount of the Series 2010B Bonds, less an Underwriter's fee of \$_____.

The Underwriter may offer and sell the Series 2010 Bonds to certain dealers (including dealers depositing the Series 2010 Bonds in investment trusts) and others at prices lower than the initial offering prices stated on the cover page hereof.

RATINGS

Moody's has assigned its municipal bond rating of "A1" to the Series 2010 Bonds, and S&P has assigned its municipal bond rating of "_____" to the Series 2010 Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the Series 2010 Bonds.

LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the Series 2010 Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2010 Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2010 Bonds are subject to the approval of Chapman and Cutler LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of APPENDIX F hereto will be delivered with the Series 2010 Bonds. Certain legal matters will be passed upon for the University by its counsel, Kevin D. Satterlee, Esq. Certain matters will be passed upon for the Underwriter by its counsel, Hawley Troxell Ennis & Hawley LLP, and by Chapman and Cutler LLP, in its role as Disclosure Counsel to the University.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "*Undertaking*") for the benefit of the Beneficial Owners of the Series 2010 Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "*Rule*") adopted by the Securities and Exchange Commission (the "*Commission*"). The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has represented that it has not failed to comply in any material respect with any undertaking previously entered into by it pursuant to the Rule. A failure by the University to comply with the Undertaking will not constitute an Event of Default under the Resolution, and Beneficial Owners of the Series 2010 Bonds are limited to the remedies described in the Undertaking. See APPENDIX E “FORM OF CONTINUING DISCLOSURE UNDERTAKING—Consequences of Failure of the University to Provide Information.” A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2010 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2010 Bonds and their market price.

BOISE STATE UNIVERSITY

By _____
Bursar and Vice President
for Finance and Administration

APPENDIX A

**AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY
FOR THE FISCAL YEARS ENDED JUNE 30, 2009 AND 2008**

BOISE STATE UNIVERSITY

Independent Auditor's Report and Financial Statements

June 30, 2009 and 2008

Including Single Audit Reports
for the year ended June 30, 2009

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INDEPENDENT AUDITOR'S REPORT

Idaho State Board of Education
Boise State University
Boise, Idaho

We have audited the accompanying financial statements of Boise State University (University) as of and for the years ended June 30, 2009 and 2008, as listed in the table of contents. These financial statements are the responsibility of the University's management. Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the financial statements of Boise State University's discretely presented component units as described in Note 13. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for that component unit, is based solely on the report of other auditors.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the University's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of the University, and its discretely presented component unit, as of June 30, 2009 and 2008, and the changes in its net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2009, on our consideration of the University's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The Management's Discussion and Analysis listed in the table of contents is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming an opinion on the University's basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.



Eugene, Oregon
September 30, 2009



MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED JUNE 30, 2009

Management's Discussion and Analysis ("MD&A") presents an overview of the financial performance of Boise State University (the "University") based on currently known facts, decisions and conditions and is designed to assist readers in understanding the accompanying financial statements. The MD&A discusses financial performance during the current year in comparison to prior years with emphasis on the current year.

Overview of the Financial Statements and Financial Analysis

The financial statements for fiscal years ended June 30, 2009 and June 30, 2008 are prepared in accordance with Governmental Accounting Standards Board ("GASB") principles. There are three financial statements presented: the statement of net assets; the statement of revenues, expenses, and changes in net assets; and the statement of cash flows.

The University discloses, as a component unit, any significant organizations that raise and hold economic resources for the direct benefit of the University. Organizations that are legally separate, tax-exempt entities that satisfy the criteria of GASB Statement No. 39, *"Determining Whether Certain Organizations are Component Units, an amendment of GASB Statement No. 14"* should be discretely presented as component units. The Boise State University Foundation, Inc. (the "Foundation") is discretely presented for the year ended June 30, 2009 and the Foundation is combined with the Bronco Athletic Association, Inc. for discreet presentation as of June 30, 2008. The component units report their financial information according to Financial Accounting Standards Board ("FASB")

reporting standards. The University presents component unit financial information on pages immediately following the statements of the University.

Statement of Net Assets

The statement of net assets presents the assets, liabilities, and net assets of the University as of the current fiscal year-end in comparative format with the prior fiscal year-end. The purpose of the statement of net assets is to present to the readers of the financial statements a point-in-time fiscal snapshot of the University. The statement of net assets presents end-of-year data concerning assets (current and non-current), liabilities (current and non-current) and net assets (assets minus liabilities). The difference between the current and non-current classification is discussed in the footnotes to the financial statements.

From the data presented, readers of the statement of net assets are able to determine the assets available to continue the operations of the University. They are also able to determine how much the University owes vendors, investors and lending institutions. Finally, the statement of net assets provides a picture of the net assets, (assets minus liabilities) and their availability for expenditure by the University.

Net assets are divided into three major categories. The first category, invested in capital assets, net of related debt, provides the University's equity in capital assets. The second net asset category is restricted, expendable net assets. Restricted, expendable net assets are available for

BOISE STATE UNIVERSITY

expenditure by the University but must be spent for purposes as determined by donors and/or external entities that have placed time or purpose restrictions on the use of the

assets. The final category is unrestricted net assets. Unrestricted net assets are available to the University for any lawful purpose of the institution.

Summary Statements of Net Assets			
As of June 30			
(Dollars in Thousands)			
	2009	2008	2007
ASSETS:			
Current assets	\$ 96,983	\$ 101,473	\$ 94,485
Capital assets, net	374,656	348,974	304,028
Other assets	98,320	81,872	118,979
Total assets	<u>\$ 569,959</u>	<u>\$ 532,319</u>	<u>\$ 517,492</u>
LIABILITIES:			
Current liabilities	\$ 55,651	\$ 47,824	\$ 39,923
Non-current liabilities	229,563	208,178	213,382
Total liabilities	285,214	256,002	253,305
NET ASSETS:			
Invested in capital assets, net of related debt	175,660	167,966	160,800
Restricted, expendable	17,442	22,892	20,246
Unrestricted	91,643	85,459	83,141
Total net assets	284,745	276,317	264,187
Total liabilities and net assets	<u>\$ 569,959</u>	<u>\$ 532,319</u>	<u>\$ 517,492</u>

The University's total assets increased during fiscal year 2009 by \$37,639,907 from \$532,318,830 in 2008 to \$569,958,737 in 2009. Capital assets continued to grow due to the University's large construction projects. Cash and investments increased by the net of bond proceeds for construction less current year construction spending. The

University's total liabilities increased during fiscal year 2009 by \$29,211,682 from \$256,001,581 in 2008 to \$285,213,263 in 2009. The majority of the increase was in notes and bonds payable due to the impact of the current year bond issue and normal debt payment activity.

Statement of Revenues, Expenses, and Changes in Net Assets

Changes in total net assets, as presented on the statement of net assets, are based on the activity presented in the statement of revenues, expenses, and changes in net assets. The purpose of the statement is to present the revenues (operating and non-operating) received by the University, and the expenses (operating and non-operating)

paid by the institution and any other revenues, expenses, gains and losses received or spent by the University. The University will always reflect a net operating loss because state general fund appropriations are not reported as operating revenues. Generally speaking, operating revenues are generated by providing

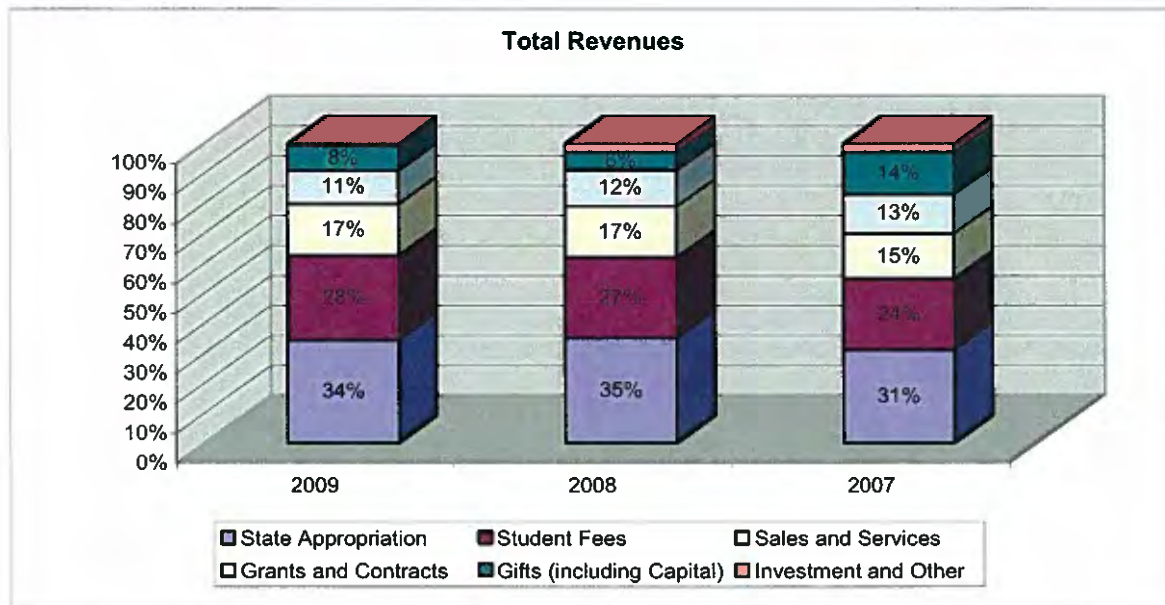
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services to the various customers, students and constituencies of the University. Operating expenses are those expenses paid to acquire or produce the services provided in return for operating revenues and to carry out the functions of the University. Non-operating revenues are revenues received for which services are not provided. For example, state general funds are non-operating as defined by GASB Statement No. 34, "*Basic Financial Statements and*

Management's Discussion and Analysis for State and Local Governments" and GASB Statement No. 35, "*Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*" because the Idaho State Legislative process provides them to the University without the Legislature directly receiving services in exchange for those revenues.



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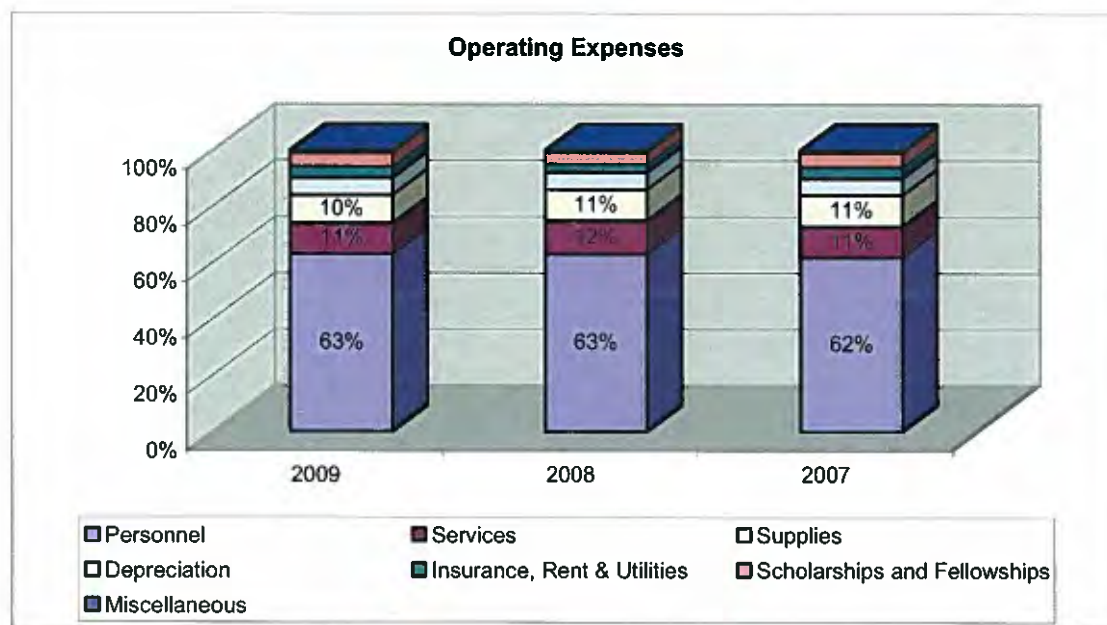
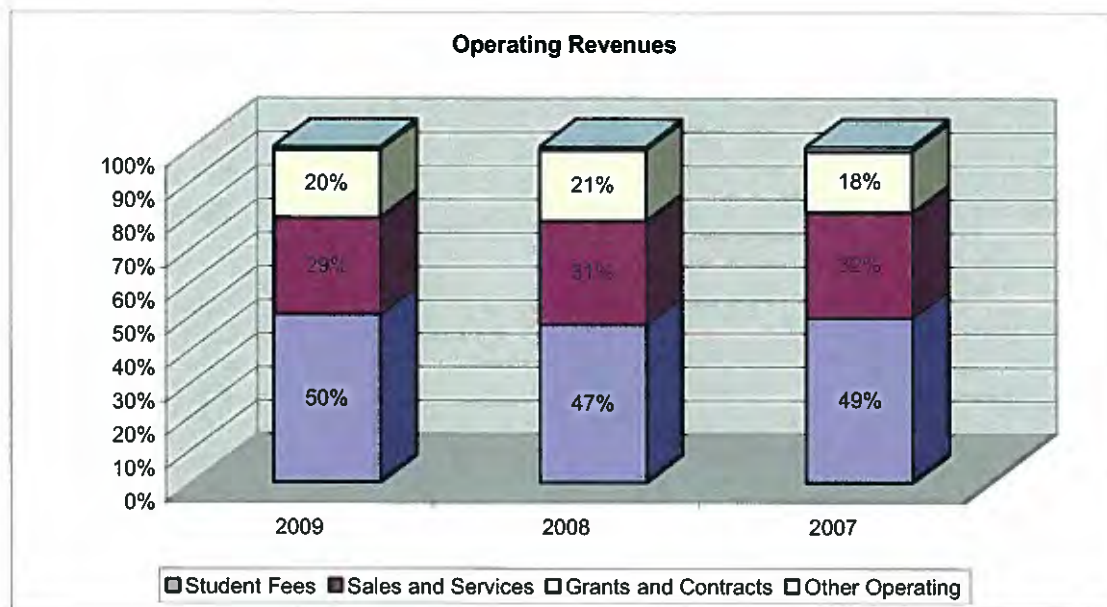
Summary Statements of Revenues, Expenses, and Changes in Net Assets
Fiscal Years Ended June 30
(Dollars in Thousands)

	2009	2008	2007
Operating revenues	\$ 155,978	\$ 150,956	\$ 134,989
Operating expenses	269,658	257,731	230,575
Operating loss	(113,680)	(106,775)	(95,586)
Non-operating revenues and expenses	119,927	117,241	113,471
Income before other revenues, expenses, gains or losses	6,247	10,466	17,885
Other revenues and expenses	2,181	1,664	24,207
Increase in net assets	8,428	12,130	42,092
Net assets—Beginning of year	276,317	264,187	222,095
Net assets—End of year	\$ 284,745	\$ 276,317	\$ 264,187

The statement of revenues, expenses, and changes in net assets reflects an overall increase in net assets during fiscal year 2009. Operating revenues increased by \$5,022,339 from \$150,955,596 in 2008 to \$155,977,935 in 2009. This increase is caused by increases in student fees. Tuition and fee rates increased by five percent and Fall enrollment increased by two percent, increasing net student fee revenues by \$5.6 million. Operating expenses increased by

\$11,927,094 from \$257,730,578 in 2008 to \$269,657,672 in 2009. Sixty percent of this increase relates to personnel costs. Medical insurance premiums increased \$2.4 million. The University implemented a two percent salary increase after considering State holdbacks while the workforce remained relatively flat. Another \$3 million of the increase was in the area of scholarships and fellowships which has been an emphasis for the University.

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Statement of Cash Flows

The final statement presented by the University is the statement of cash flows. The statement of cash flows presents detailed information about the cash activity of the University during the year. The statement of cash flows is not presented for component units. The statement is divided into five parts. The first part deals with operating cash flows and shows the net cash used by the operating activities of the University. The second section reflects cash flows from non-capital financing activities. This section reflects the cash received and spent for non-operating, non-investing and

non-capital financing purposes. The third section deals with cash flows from capital and related financing activities. This section deals with the cash used for the acquisition and construction of capital and related items. The fourth section reflects the cash flows from investing activities and shows the purchases, proceeds and interest received from investing activities. The fifth section reconciles the net cash used in operating activities to operating income or loss reflected on the statement of revenues, expenses, and changes in net assets.

Summary Statements of Cash Flows			
Fiscal Years Ended June 30			
(Dollars in Thousands)			
	2009	2008	2007
Cash provided (used) by:			
Operating activities	\$ (94,277)	\$ (87,708)	\$ (75,715)
Non-capital financing activities	129,557	122,022	111,215
Capital and related financing activities	(25,284)	(77,279)	42,072
Investing activities	(2,210)	45,737	(67,273)
Net change in cash	7,786	2,772	10,299
Cash—Beginning of year	42,720	39,948	29,649
Cash—End of year	\$ 50,506	\$ 42,720	\$ 39,948

Overall, cash increased by \$7,785,483 during the year compared to a cash increase of \$2,772,033 during fiscal year 2008. Cash used in operating activities totaled \$94.3 million in fiscal year 2009 compared \$87.7 million in fiscal year 2008. The largest area of change is payments to employees and is consistent with the increase in operating expenses. The significant use of cash for capital and related financing activities in 2009 related to spending on construction

projects in progress during the year and nearly \$12 million of defeased bonds were offset by \$43 million of new bonds issued. The spending on construction projects is a continuation of the trend from previous years as the campus plant continues to change rapidly. Cash used by investing activities totaled \$2.2 million due to the purchase of investments from the bond proceeds received offset by liquidation of investments for construction spending. The

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rate of liquidation of investments was consistent with the previous year's cash flow.

Capital Asset and Debt Administration

The University's capital assets, prior to depreciation, increased by \$39,775,200 from \$505,693,241 in 2008 to \$545,468,441 in 2009. The University continued to build and acquire property and buildings consistent with the Campus Master Plan. Capital asset additions in 2009 included the completion of the Stueckle Sky Club stadium addition and the Student Union expansion and renovation. Construction continues on the Norco Nursing and University Health Center. Total notes, bonds, and capital leases increased by \$24,307,154 from \$208,582,244 in 2008 to \$232,889,398 in 2009, due to the issuance of \$42,595,000 of Series 2009A General revenue bonds offset by repayments on outstanding debt.

Economic Outlook

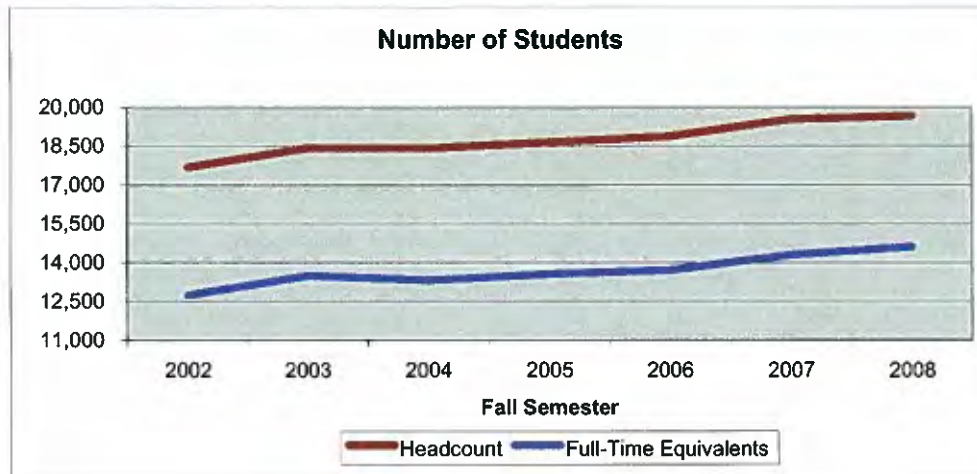
The State of Idaho had a difficult fiscal year that resulted in budget holdbacks for all state agencies. Revenues for the year ended June 30, 2009 were 15.3 percent below those of the previous year. Tax revenues for fiscal year 2010 continue to be below budgeted projections. The State's fiscal year 2010 budget was finalized prior to the end of 2009. As a result, revenues in the current state budget are 3.4 percent higher than what was realized in 2009. Agencies are aware that a holdback of some level is highly likely in 2010.

Concurrent, with reducing state budgets, the University is continuing to see increased academic demand. In light of the economic downturn, students are returning to complete degrees or retrain in new disciplines.

Additionally, the University completed the transfer of the Selland College to the College of Western Idaho ("CWI") during the current fiscal year. The transition included the sale of approximately \$800,000 in assets at net book value and the donation of land at cost of \$1.8 million on which the main academic building for the new college is built. The donation is included in other non-operating expense. The building was financed and owned by the State of Idaho and was not carried in the University's statements. While the transaction did not have a significant financial statement impact, it does have a significant programmatic impact. Approximately, 700 Full-Time Equivalent students previously attending Boise State University in the Selland College professional technical programs are now attending CWI.

However, in spite of the initial impact of the opening of CWI, all indications are that enrollment will continue to strengthen in future years. Applications and admissions remain strong while retention is improving. Summer session enrollment was 10 percent higher than the previous summer. Graduate student enrollment is up 6.8 percent and first time degree seeking student admissions are up 4 percent in Fall of 2009 compared to Fall of 2008.

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Other variables including federal stimulus funding, potential reductions in gifts, and potential increases or decreases in federal student aid could also have an impact on the University's future funding package.

Management has taken several actions to plan for future funding scenarios. A portion of reserves has been set aside to absorb a potential holdback of state funding. Several funding models have been developed to allow for a thoughtful reaction to factors as they solidify.

There has been continued progress on major initiatives despite the current economy. The comprehensive fundraising campaign, Destination Distinction, is designed to support students, faculty, strategic initiatives, research and infrastructure and has raised 65% of the goal of \$175 million, or \$114 million.

Construction has completed on the Student Union expansion. The Norco Nursing and University Health Center will open during

the fall of 2009. The 2009A bonds provide funding for an additional parking garage as well as the Center for Environmental Science and Economic Development. It is anticipated that bonds will be issued for the new College of Business and Economics during fiscal year 2010 and the President recently announced a new Institute for the Arts and Humanities that may be located on the land vacated by the College of Business. Emphasis will continue to be placed on developing the campus in line with the Campus Facilities Master Plan.

The University's strategic plan, *Charting the Course*, lays out a road map for Boise State University to become a "Metropolitan Research University of Distinction." The destination will be reached through Academic Excellence, Public Engagement, Vibrant Culture, and Exceptional Research. In general, the economic uncertainty has not changed the path the University is taking however certain initiatives may be impacted in terms of the timing of their completion.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
STATEMENTS OF NET ASSETS
JUNE 30, 2009 AND JUNE 30, 2008

	University 2009	University 2008
ASSETS		
CURRENT ASSETS:		
Cash with treasurer	\$ 28,398,819	\$ 26,728,659
Cash and cash equivalents	22,107,083	15,991,760
Student loans receivable	1,324,200	1,226,174
Accounts receivable and unbilled charges, net	19,115,919	16,153,379
Prepaid expense	930,245	2,085,349
Inventories	2,026,012	3,454,114
Investments	20,697,165	33,136,060
Due from component units	2,225,982	2,359,966
Other current assets	157,631	337,086
Total current assets	96,983,056	101,472,547
NON-CURRENT ASSETS:		
Student loans receivable, net	9,410,077	10,270,584
Investments	85,379,385	67,711,203
Investments held in trust	474,522	497,136
Deferred bond financing costs	2,281,745	2,467,950
Capital assets, net	374,655,659	348,974,477
Other assets	774,293	924,933
Total non-current assets	472,975,681	430,846,283
TOTAL ASSETS	\$ 569,958,737	\$ 532,318,830

See notes to financial statements.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 STATEMENTS OF NET ASSETS (CONTINUED)
 JUNE 30, 2009 AND JUNE 30, 2008

	University 2009	University 2008
LIABILITIES		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 5,616,721	\$ 4,900,006
Due to state agencies	10,476,683	8,717,329
Accrued salaries and benefits payable	8,846,366	8,760,727
Compensated absences payable	6,358,350	5,929,643
Interest payable	2,685,683	2,363,632
Unearned revenue	10,264,449	9,705,125
Notes and bonds payable	9,288,006	5,799,412
Obligations under capital lease	381,667	393,226
Obligations under capital lease - component unit	275,000	265,000
Other liabilities	1,458,143	989,317
Total current liabilities	55,651,068	47,823,417
NON-CURRENT LIABILITIES:		
Unearned revenue	1,902,475	2,052,475
Notes and bonds payable	220,454,152	198,904,846
Obligations under capital lease	113,775	567,962
Obligations under capital lease - component unit	2,376,798	2,651,798
Net Other Post Employment Benefits Obligation	4,186,211	3,555,632
Other liabilities	528,784	445,451
Total non-current liabilities	229,562,195	208,178,164
TOTAL LIABILITIES	285,213,263	256,001,581
NET ASSETS:		
Invested in capital assets, net of related debt	175,660,290	167,965,615
Restricted, expendable	17,442,188	22,892,158
Unrestricted	91,642,996	85,459,476
TOTAL NET ASSETS	284,745,474	276,317,249
TOTAL LIABILITIES AND NET ASSETS	\$ 569,958,737	\$ 532,318,830

See notes to financial statements.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 COMPONENT UNITS
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2009 AND JUNE 30, 2008

	Component Unit 2009	Component Units 2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 3,611,765	\$ 1,857,146
Accrued interest and other receivables	796,984	150,852
Pledges receivable - current portion	7,130,589	10,536,671
Certificate of Deposit	-	2,000,000
Investment in lease - technology building current portion	302,356	291,166
Total current assets	11,841,694	14,835,835
NON-CURRENT ASSETS:		
Restricted cash and cash equivalents	3,939,025	9,725,906
Pledges receivable	18,160,748	17,308,132
Investments	76,709,978	87,367,744
Interest in perpetual trusts	2,160,466	2,765,876
Investments in real estate	10,157,836	1,718,064
Funds held by trustee	629,704	763,879
Investment in lease - technology building	2,578,142	2,880,499
Other assets	761,831	830,266
Total non-current assets	115,097,730	123,360,366
TOTAL ASSETS	\$ 126,939,424	\$ 138,196,201

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 COMPONENT UNITS
 STATEMENTS OF FINANCIAL POSITION (CONTINUED)
 JUNE 30, 2009 AND JUNE 30, 2008

	Component Unit 2009	Component Units 2008
LIABILITIES		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,735,212	\$ 180,294
Interest payable	38,568	41,383
Prepaid memberships and suites/press box	2,175,529	950,748
Liability for split interest trusts	69,366	77,068
Trust earnings payable to trust beneficiaries	20,364	20,364
Long-term liabilities - current portion	275,000	265,000
Deferred revenue - current portion	76,607	1,987,676
Total current liabilities	4,390,646	3,522,533
NON-CURRENT LIABILITIES:		
Bonds and certificates payable	7,878,000	3,095,000
Deferred revenue	447,131	523,739
Deferred suites/press box revenue	447,167	535,725
Liability under split interest trust agreements	895,901	877,225
Amounts held in custody for others	1,338,946	1,968,347
Trust earnings payable to trust beneficiaries	237,662	225,637
Total non-current liabilities	11,244,807	7,225,673
TOTAL LIABILITIES	15,635,453	10,748,206
NET ASSETS:		
Permanently restricted	58,845,927	56,151,641
Temporarily restricted	49,564,601	63,437,160
Unrestricted	2,893,443	7,859,194
TOTAL NET ASSETS	111,303,971	127,447,995
TOTAL LIABILITIES AND NET ASSETS	\$ 126,939,424	\$ 138,196,201

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
 FISCAL YEARS ENDED JUNE 30, 2009 AND JUNE 30, 2008

	University 2009	University 2008
OPERATING REVENUES:		
Student fees, pledged for bonds	\$ 96,333,782	\$ 88,429,134
Scholarship allowance	(19,103,067)	(16,846,698)
Student fees, net	77,230,715	71,582,436
Federal grants and contracts (including \$2,925,208 and \$2,126,616 of revenues pledged for bonds in 2009 and 2008, respectively)	24,422,557	25,400,745
State and local grants and contracts (including \$265,854 and \$655,473 of revenues pledged for bonds in 2009 and 2008, respectively)	4,451,941	3,587,127
Private grants and contracts (including \$89,399 and \$305,263 of revenues pledged for bonds in 2009 and 2008, respectively)	1,594,043	1,860,851
Sales and services of educational activities, pledged for bonds	1,496,087	2,107,319
Sales and services of auxiliary enterprises, pledged for bonds	44,223,232	44,512,074
Other, pledged for bonds	2,559,360	1,905,044
Total operating revenues	155,977,935	150,955,596
OPERATING EXPENSES:		
Personnel cost	170,015,712	162,599,726
Services	28,312,633	29,621,624
Supplies	27,909,212	28,392,395
Insurance, utilities and rent	9,917,659	8,468,058
Scholarships and fellowships	13,144,875	10,276,477
Depreciation	17,217,330	15,208,376
Miscellaneous	3,140,251	3,163,922
Total operating expenses	269,657,672	257,730,578
OPERATING (LOSS) INCOME	(113,679,737)	(106,774,982)

See notes to financial statements.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS (CONTINUED)
 FISCAL YEARS ENDED JUNE 30, 2009 AND JUNE 30, 2008

	University 2009	University 2008
NON-OPERATING REVENUES (EXPENSES):		
State appropriations	\$ 92,834,690	\$ 92,409,481
Pell Grants	16,533,564	14,308,303
Gifts (includes gifts from component units equal to \$13,922,062 and \$8,907,838 in 2009 and 2008, respectively)	20,265,154	15,616,249
Net investment income (including \$1,509,486 and \$2,837,082 of revenues pledged by the University for bonds in 2009 and 2008, respectively)	2,582,815	6,502,202
Change in fair value of investments (including \$26,904 and (\$8,272) of revenues pledged by the University for bonds in 2009 and 2008, respectively)	150,596	355,432
Interest (net of capitalized interest by the University of \$62,481 and \$437,151 in 2009 and 2008, respectively)	(9,662,177)	(10,433,981)
Gain (loss) on retirement of capital assets	(506,855)	(1,025,874)
Other	(2,270,702)	(490,410)
Net non-operating revenues (expenses)	119,927,085	117,241,402
INCOME BEFORE OTHER REVENUES AND EXPENSES	6,247,348	10,466,420
OTHER REVENUES AND EXPENSES:		
Capital appropriations	785,000	523,006
Capital grants and gifts	1,395,877	1,140,843
Total other revenue	2,180,877	1,663,849
INCREASE IN NET ASSETS	8,428,225	12,130,269
NET ASSETS—Beginning of year	276,317,249	264,186,980
NET ASSETS—End of year	\$ 284,745,474	\$ 276,317,249

See notes to financial statements.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 COMPONENT UNITS
 STATEMENTS OF ACTIVITIES
 FISCAL YEAR ENDED JUNE 30, 2009

	Unrestricted	Temporarily Restricted	Permanently Restricted	Component Unit 2009
OPERATING REVENUES:				
Gifts	\$ 669,440	\$ 5,792,463	\$ 2,315,911	\$ 8,777,814
In-kind contributions	1,272,137	3,050,000	-	4,322,137
BAA membership	2,711,734	50,253	-	2,761,987
Non-charitable income	264,765	2,468,114	437,916	3,170,795
Interest and dividends	801,580	1,893,963	93	2,695,636
Change in split interest trusts	-	(89,501)	(6,910)	(96,411)
Change in fair value of investments	(6,394,199)	(14,249,808)	-	(20,644,007)
Total revenues	(674,543)	(1,084,516)	2,747,010	987,951
Donation from Bronco Athletic Association	103,893	18,805,173	10,279,086	29,188,152
Total revenues & gains	(570,650)	17,720,657	13,026,096	30,176,103
Net assets released from restrictions through satisfaction of:				
Program restrictions	13,075,328	(13,075,328)	-	-
Board and donor designated transfers	42,926	(45,992)	3,066	-
Total operating revenues	12,547,604	4,599,337	13,029,162	30,176,103
OPERATING EXPENSES:				
Distribution of scholarships	2,602,869	-	-	2,602,869
Distribution of funds for academic programs	3,569,008	-	-	3,569,008
Distribution of funds for athletic programs:				
Program services	6,909,854	-	-	6,909,854
Fundraising expenses	190,307	-	-	190,307
Management and general	516,973	-	-	516,973
Uncollectable pledge expense	636,013	-	-	636,013
Repair & maintenance on building	133,051	-	-	133,051
Administrative expense:				
Program services	231,011	-	-	231,011
Fundraising expenses	2,321,240	-	-	2,321,240
Management and general	1,226,456	-	-	1,226,456
Total operating expenses	18,336,782	-	-	18,336,782
OPERATING INCOME	(5,789,178)	4,599,337	13,029,162	11,839,321
NON-OPERATING REVENUES (EXPENSES):				
Lease income	-	255,254	-	255,254
Amortization of deferred income	-	76,607	-	76,607
Gain on sale of property	1,428,507	-	-	1,428,507
Interest on capital asset - related debt	(372,938)	-	-	(372,938)
Depreciation and amortization expense	(115,943)	-	-	(115,943)
Total non-operating revenues (expenses)	939,626	331,861	-	1,271,487
CHANGE IN NET ASSETS	(4,849,552)	4,931,198	13,029,162	13,110,808
NET ASSETS - Beginning of year	7,742,995	44,633,403	45,816,765	98,193,163
NET ASSETS - End of year	\$ 2,893,443	\$ 49,564,601	\$ 58,845,927	\$ 111,303,971

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 COMPONENT UNITS
 STATEMENTS OF ACTIVITIES
 FISCAL YEAR ENDED JUNE 30, 2008

	Unrestricted	Temporarily Restricted	Permanently Restricted	Component Units 2008
OPERATING REVENUES:				
Gifts	\$ 675,025	\$ 33,451,121	\$ 2,819,060	\$ 36,945,206
In kind contributions	1,106,415	-	-	1,106,415
BAA membership	2,308,543	-	-	2,308,543
Non-charitable income	551,538	(68,012)	328,736	812,262
Interest and dividends	1,111,361	2,110,352	-	3,221,713
Change in split interest trusts	-	(218,035)	2,768	(215,267)
Change in fair value of investments	(319,469)	(2,759,692)	-	(3,079,161)
Total revenues	5,433,413	32,515,734	3,150,564	41,099,711
Net assets released from restrictions through satisfaction of:				
Program restrictions	8,900,049	(8,880,510)	(19,539)	-
Board and donor designated transfers	59,426	(190,929)	131,503	-
Total operating revenues	14,392,888	23,444,295	3,262,528	41,099,711
OPERATING EXPENSES:				
Distribution of scholarships	2,150,589	-	-	2,150,589
Distribution of funds for academic programs	2,890,361	-	-	2,890,361
Donations to Boise State University Athletics	3,866,888	-	-	3,866,888
Administrative expense:				
Program services	231,900	-	-	231,900
Fundraising expenses	2,906,652	-	-	2,906,652
Management and general	2,148,955	-	-	2,148,955
Total operating expenses	14,195,345	-	-	14,195,345
OPERATING INCOME	197,543	23,444,295	3,262,528	26,904,366
NON-OPERATING REVENUES (EXPENSES):				
Amortization of deferred income	-	76,607	-	76,607
Gain on sale of property	443,730	-	-	443,730
Interest on capital asset - related debt	(168,114)	-	-	(168,114)
Depreciation and amortization expense	(52,382)	-	-	(52,382)
Total non-operating revenues (expenses)	223,234	76,607	-	299,841
CHANGE IN NET ASSETS	420,777	23,520,902	3,262,528	27,204,207
NET ASSETS - Beginning of year as restated	7,438,417	39,916,258	52,889,113	100,243,788
NET ASSETS - End of year	\$ 7,859,194	\$ 63,437,160	\$ 56,151,641	\$ 127,447,995

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 STATEMENTS OF CASH FLOWS
 FISCAL YEARS ENDED JUNE 30, 2009 AND JUNE 30, 2008

	University 2009	University 2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Student fees	\$ 76,606,492	\$ 71,885,722
Grants and contracts	29,368,192	29,622,388
Sales and services of educational activities	2,293,523	1,090,768
Sales and services of auxiliary enterprises	43,543,267	46,538,010
Other operating receipts	2,310,041	1,835,440
Payments to employees	(168,828,538)	(156,114,962)
Payments for services	(28,460,509)	(29,902,423)
Payments to suppliers	(25,811,001)	(29,649,076)
Payments for insurance, utilities and rent	(9,915,656)	(8,530,197)
Payments for scholarships and fellowships	(13,138,381)	(10,258,202)
Loans issued to students	(1,009,711)	(2,193,043)
Collections of loans to students	1,178,827	1,229,530
Other payments	(2,413,530)	(3,262,295)
Net cash used in operating activities	(94,276,984)	(87,708,340)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:		
State appropriations	92,834,691	92,490,491
Pell Grants	16,533,564	14,308,303
Gifts	20,188,788	15,223,189
Direct lending receipts	70,203,424	52,905,243
Direct lending payments	(70,203,424)	(52,905,243)
Net cash provided by non-capital financing activities	129,557,043	122,021,983
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Capital grants and gifts	1,395,877	512,651
Capital appropriations	785,000	523,005
Purchases of capital assets	(42,997,814)	(59,756,312)
Proceeds from notes and bonds payable	41,776,907	-
Principal paid on notes and bonds payable and capital leases	(17,944,754)	(8,432,473)
Interest paid on notes and bonds payable and capital leases	(9,398,306)	(10,348,168)
Payments for bond issuance costs	(506,068)	-
Other	1,605,058	222,648
Net cash used in capital and related financing activities	(25,284,100)	(77,278,649)

See notes to financial statements.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY
 STATEMENTS OF CASH FLOWS (CONTINUED)
 FISCAL YEARS ENDED JUNE 30, 2009 AND JUNE 30, 2008

	University 2009	University 2008
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	\$ (209,539,306)	\$ (215,368,992)
Proceeds from sales and maturities of investments	204,456,323	254,113,364
Investment income	<u>2,872,507</u>	<u>6,992,667</u>
Net cash used by investing activities	<u>(2,210,476)</u>	<u>45,737,039</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS AND CASH WITH TREASURER	7,785,483	2,772,033
CASH AND CASH EQUIVALENTS AND CASH WITH TREASURER—Beginning of year	<u>42,720,419</u>	<u>39,948,386</u>
CASH AND CASH EQUIVALENTS AND CASH WITH TREASURER—End of year	<u>\$ 50,505,902</u>	<u>\$ 42,720,419</u>
RECONCILIATION OF NET OPERATING REVENUES (EXPENSES) TO NET CASH AND CASH EQUIVALENTS USED IN OPERATING ACTIVITIES:		
Operating loss	\$ (113,679,737)	\$ (106,774,982)
Adjustments to reconcile operating loss to net cash used in operating activities:		
Depreciation and amortization	17,272,704	15,266,618
Changes in assets and liabilities:		
Accounts receivable and unbilled charges, net	(2,985,972)	(2,159,542)
Student loans receivable, net	762,482	(1,201,167)
Inventories	1,428,102	(685,610)
Other assets	1,250,369	(3,117,272)
Accounts payable and accrued liabilities	(258,716)	517,329
Accrued salaries and benefits payable	109,070	2,120,061
Compensated absences payable	428,707	874,670
Unearned revenue	409,324	2,866,728
Other Post Employment Benefits Obligation	630,579	3,555,632
Other liabilities	<u>356,104</u>	<u>1,029,195</u>
Net cash used in operating activities	<u>\$ (94,276,984)</u>	<u>\$ (87,708,340)</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS:		
Defeasance of debt	\$ 12,064,724	
Donated assets	\$ 610,013	\$ 518,461
Donation of land to the College of Western Idaho	<u>\$ 1,846,614</u>	

See notes to financial statements.

NOTES TO FINANCIAL STATEMENTS
THE FISCAL YEARS ENDED JUNE 30, 2009 AND JUNE 30, 2008

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity – The University is part of the public system of higher education in the State of Idaho. The system is considered part of the State of Idaho reporting entity, and is directed by the State Board of Education (“SBOE”), a body that is appointed by the Governor and confirmed by the legislature. The University is part of the primary government of the State of Idaho and is included in the State’s Comprehensive Annual Financial Report (“CAFR”) within the Business-Type Activities/Enterprise Funds. The University’s financial statements are prepared in accordance with pronouncements of the Governmental Accounting Standards Board (“GASB”) and in accordance with Generally Accepted Accounting Principles (“GAAP”).

GASB Statement No. 39, “*Determining Whether Certain Organizations are Component Units*” requires that significant component units be discretely presented. The University considers component units with net assets greater than five percent of the University’s net assets to be significant. During the year ended June 30, 2009 certain assets were transferred from the Bronco Athletic Association, Inc. (The “Association”) to the Boise State University Foundation, Inc. which reduced the Associations net assets to an insignificant amount. As such, the Foundation is discretely presented for the year ended June 30, 2009, while the Foundation and Association are combined for discrete presentation for the year ended June 30, 2008. The Foundation was established

for the purpose of soliciting donations for the exclusive benefit of the University. The Association is a fund raising organization that provides financial assistance and services to the University intercollegiate athletic department. Financial statements of the component units may be obtained from the Vice President for Finance and Administration at the University. Component units’ financial statements are prepared in accordance with Financial Accounting Standards Board (“FASB”) pronouncements and in accordance with GAAP.

Financial Statement Presentation – The University has adopted GASB Statement No. 49, “*Accounting and Financial Reporting for Pollution Remediation Obligations*”. This Statement addresses accounting and financial reporting standards for pollution (including contamination), remediation obligations, which are obligations to address the current or potential detrimental effects of existing pollution by participating in pollution remediation activities such as site assessments and cleanups. There were no triggering events that would cause the University to record a liability as of June 30, 2009.

Basis of Accounting – For financial reporting purposes, the University is considered a special-purpose government engaged only in business-type activities. Accordingly, the University’s financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting in

BOISE STATE UNIVERSITY

accordance with GAAP. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All significant intra-agency transactions have been eliminated.

The University has the option to apply all Financial Accounting Standards Board ("FASB") pronouncements issued after November 30, 1989, unless FASB conflicts with GASB. The University has elected to not apply FASB pronouncements issued after the applicable date.

The Foundation and Association are legally separate private non-profit organizations that report under FASB standards. As such, certain revenue recognition criteria and presentation are different from GASB revenue recognition criteria and presentation. Accordingly, those financial statements have been reported on separate pages following the respective counterpart financial statements of the University. No modifications have been made to the Foundation's or the Association's financial information included in the University's financial report.

Cash with Treasurer – Balances classified as Cash with Treasurer are amounts that have been remitted to the State of Idaho as a result of the student fee collection process and, once remitted; these balances are under the control of the State Treasurer. The University is not allocated any interest earnings on these balances.

Cash and Cash Equivalents – The University considers all liquid investments with a remaining maturity of three months or less at the date of acquisition to be cash equivalents. Cash

balances that are restricted and not expected to be expended within the subsequent fiscal year are classified as non-current assets.

Inventories – Inventories, consisting primarily of bookstore inventories, are valued at the lower of first-in, first-out ("FIFO") cost or market.

Investments – The University accounts for its investments at fair value in accordance with GASB Statement No. 31, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools." Changes in unrealized gains or losses on the carrying value of investments are reported as a component of change in fair value of investments in the statement of revenues, expenses, and changes in net assets. Investments that are externally restricted to make debt service payments, maintain sinking or reserve funds, or to purchase or construct capital or other non-current assets as well as investment amounts of maturities that exceed one year, are classified as non-current assets in the statement of net assets.

The University deposits funds for investment with the Idaho State Treasury. Funds deposited with the State Treasury can be subject to securities lending transactions initiated by the State Treasury.

Capital Assets, net – Capital assets are stated at cost when purchased or constructed, or if acquired by gift, at the estimated fair value at the date of gift. The University's capitalization policy includes all items with a unit cost of \$5,000 or more, and an estimated useful life of greater than one year. Renovations to buildings and land

BOISE STATE UNIVERSITY

improvements that significantly increase the value or extend the useful life of the structure are capitalized. Routine repairs and maintenance are charged to operating expense in the period in which the expense was incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally 40 to 50 years for buildings, 20 to 25 years for land improvements, 10 years for library books, and 5 to 13 years for equipment. The University has certain collections that it does not capitalize, including the Nell Shipman Film Collection and Albertson's Library Special Collections. These collections adhere to the University's policy to (a) maintain them for public exhibition, education or research; (b) protect, keep unencumbered, care for, and preserve them; and (c) require proceeds from their sale to be used to acquire other collection items. Generally accepted accounting principles permit collections maintained in this manner to be charged to operations at the time purchased rather than capitalized.

Non-current Liabilities – Non-current liabilities include principal amounts of revenue bonds payable, notes payable, and long-term capital lease obligations, net other post employment benefit obligations, non-current unearned revenue and arbitrage liabilities (presented in other liabilities).

Net Assets – The University's net assets are classified as follows:

Invested in Capital Assets, Net of Related Debt – This represents the University's total investment in capital assets, net of outstanding debt obligations related to those capital

assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included as a component of invested in capital assets, net of related debt.

Restricted, Expendable – Restricted, expendable net assets include resources in which the University is legally or contractually obligated to spend in accordance with restrictions imposed by external third parties.

Unrestricted – Unrestricted net assets represent resources derived from student fees, state appropriations, and sales and services of educational departments and auxiliary enterprises. These resources are used for transactions related to the educational and general operations of the University, and may be used to meet current expenses for any lawful purpose and in accordance with SBOE policy.

When an expense is incurred that can be paid using either restricted or unrestricted resources, the University's policy is to first apply the expense towards restricted resources, and then towards unrestricted resources.

Income and Unrelated Business Income Taxes – The University, as a political subdivision of the State of Idaho, is excluded from federal income taxes under Section 115(1) of the Internal Revenue Code, as amended. The University is liable for tax on its unrelated business income. Defined by the Internal Revenue Code, unrelated business income is income from a trade or business, regularly carried on, that is not substantially related to the performance by the organization of its exempt purpose or function. The University did not incur unrelated

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business income tax expense in the fiscal years ended June 30, 2009 or 2008.

Classification of Revenues and Expenses – The University classifies its revenue and expenses as operating or non-operating according to the following criteria. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the University's principal ongoing operations. Operating revenues included activities that have characteristics of exchange transactions, such as (1) student fees, net of scholarship discounts and allowances, (2) sales and services of auxiliary enterprises, (3) most federal, state and local grants and contracts that are essentially contracts for services, and (4) interest earned on institutional student loans.

Non-operating revenues and expenses include activities that have characteristics of non-exchange transactions, such as transactions related to capital financing activities or investing activities as defined by GASB Statement No. 9, "*Reporting Cash Flows of Proprietary and Non-expendable Trust Funds and Governmental Entities That Use Proprietary Fund Accounting*." Revenues from state general appropriations are classified as non-operating as defined by GASB Statement No. 34.

Scholarship Discounts and Allowances – Student fee revenues, and certain other revenues from students, are reported net of scholarship discounts and allowances in the statements of revenues, expenses, and changes in net assets. Scholarship discounts and allowances are the difference between the stated charge for

goods and services provided by the University, and the amount that is paid by students and/or other third parties making payments on the students' behalf. Certain governmental grants, such as Pell grants, and other federal, state or non-governmental programs, are recorded as either operating or non-operating revenues in the University's financial statements. To the extent that revenues from such programs are used to satisfy student fees and related charges, the University has recorded a scholarship discount or allowance.

Use of Accounting Estimates – The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements, and revenues and expenses during the year. Actual results could differ from those estimates.

Reclassifications – Certain prior year balances have been reclassified to conform to the current year presentation.

New Accounting Standards – In June 2007, the GASB issued Statement No. 51, "*Accounting and Financial Reporting for Intangible Assets*." This Statement defines an intangible asset's required characteristics and generally requires that they be treated as capital assets. Management has not yet determined the impact this standard will have on the University's financial statements. The requirements of this Statement are effective for the fiscal year ended June 30, 2010.

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2. CASH WITH TREASURER, CASH AND CASH EQUIVALENTS, OTHER DEPOSITS, AND INVESTMENTS

Deposits – Cash with treasurer is under the control of the State Treasurer and is carried at cost. Cash and cash equivalents are deposited with federally chartered institutions and are carried at cost. Custodial risk is the risk that in the event of a financial institution failure, the deposits may not be returned. The State's policy for managing custodial

risk can be found in the Idaho Code, Section 67-2739.

Cash that is restricted in purpose from an external source and is not expected to be utilized within the next fiscal year is reported on the financial statements as restricted cash and as a non-current asset.

Basis of Custodial Risk as of June 30		2009	2008
Insured	\$	17,439,306	\$ 100,000
Uncollateralized		105,946	130,583
Collateralized by securities held by the pledging financial institution		4,561,831	15,761,177
Total	\$	22,107,083	\$ 15,991,760

Investments – Idaho Code, Section 67-1210, limits credit risk by restricting the investment activities of the Local Government Investment Pool ("LGIP") and state agencies. Idaho Code gives the SBOE the authority to establish investment policies for the Colleges and Universities. Section V, Subsection D of the Idaho SBOE Governing Policies and Procedures authorizes investments among some, but not all, of the investment types authorized for the State Treasurer.

Objectives of the University's investment policy are, in order of priority, safety of principal, ensuring necessary liquidity and achieving a maximum return. Covenants of certain bond resolutions also restrict investment of related funds to U.S. Government or government guaranteed securities.

The University invests in external investment pools managed by the State of Idaho and other money market fund providers. The State's investment pool is managed by the State Treasurer's Office in compliance with Idaho Code, Sections 67-1201 through 67-1222. The University had original cost of \$87,870,952 and \$49,575,762 invested in the State's external pools as of June 30, 2009 and 2008, respectively. The University also had \$1,236,760 and \$434,341 invested in AAA rated external money market funds as of June 30, 2009 and June 30, 2008 respectively.

Credit Risk Debt Securities – The risk that an issuer of debt securities or another counterparty to an investment will not fulfill its obligation is commonly expressed in terms of the

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credit quality rating issued by a nationally recognized statistical rating organization such as Moody's, Standard and Poor's, and Fitch's.

Ratings, as of June 30, are presented below using the Moody's scale. AAA ratings signify that the portfolio holdings provide extremely strong protection against losses from credit defaults.

Concentration of Credit Risk – When investments are concentrated in one issuer, the concentration represents heightened risk of potential loss. No specific percentage identifies when concentration of risk is present. The Governmental Accounting Standards Board has adopted a principle that governments should provide note disclosure when five percent of the total government investments are concentrated in any one issuer.

As of June 30, 2009, 84 percent of investments were in the state's AAA

rated external investment pool and 9 percent were in the federal government sponsored AAA rated Federal Home Loan Bank program.

As of June 30, 2008, 49 percent of investments were in the state's AAA rated external investment pool, 33 percent were in an AA rated 104 percent collateralized repurchase agreement, and 8 percent were in the AAA rated Federal National Mortgage Association loan program. Management believes the investment ratings; government sponsorship of the investments and over collateralization of the repurchase agreement mitigates any risk concentration.

The University is subject to policies as defined by the State of Idaho with respect to investments. The University has not adopted a formal policy addressing interest rate and concentration of credit risk.



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Investment Type	June 30, 2009 (Dollars in Thousands)					
	Fair Value	% of Total	AAA	AA	A	BBB
External Investment Pool	\$ 89,237	84%	\$ 89,237	\$ -	\$ -	\$ -
Corporate Notes and Bonds	497	0%	-	97	308	92
US Treasury Notes and Bonds	139	0%	139	-	-	-
Federal Home Loan Bank	9,979	9%	9,979	-	-	-
Federal Farm Credit Bank	2,018	2%	2,018	-	-	-
Federal National Mortgage Assoc	1,936	2%	1,936	-	-	-
Federal Home Loan Mortgage Corp	2,745	3%	2,745	-	-	-
Total Investments	\$ 106,551	100%	\$ 106,054	\$ 97	\$ 308	\$ 92
% of Total			100%	0%	0%	0%

Investment Type	June 30, 2008 (Dollars in Thousands)					
	Fair Value	% of Total	AAA	AA	A	BBB
External Investment Pool	\$ 50,013	49%	\$ 50,013	\$ -	\$ -	\$ -
Corporate Notes and Bonds	1,322	1%	100	877	345	-
Guaranteed Investment Contract	33,522	33%	-	33,522	-	-
US Treasury Notes and Bonds	135	0%	135	-	-	-
Federal Farm Credit Bank	1,431	2%	1,431	-	-	-
Federal Home Loan Bank	4,357	4%	4,357	-	-	-
Federal Home Loan Mortgage Corp	2,452	3%	2,452	-	-	-
Federal National Mortgage Assoc	8,112	8%	8,112	-	-	-
Total Investments	\$ 101,344	100%	\$ 66,600	\$ 34,399	\$ 345	\$ -
% of Total			66%	34%	0%	0%

Interest Rate Risk – Investments in debt securities that are fixed for longer periods are likely to experience greater variability in their fair values due to future changes in interest rates. Less than 1% of total investments are invested in securities with periods longer than 5 years.

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June 30, 2009 (Dollars in Thousands)					
Investment Maturities In Years					
Investment Type	Fair Value	Less Than 1	1 to 5	6 to 10	Over 10
External Investment Pool	\$ 89,237	\$ 89,237	\$ -	\$ -	\$ -
Corporate Notes and Bonds	497	244	156	97	-
US Treasury Notes and Bonds	139	-	54	56	29
Federal Home Loan Bank	9,979	4,749	5,230	-	-
Federal Farm Credit Bank	2,018	-	2,018	-	-
Federal National Mortgage Assoc	1,936	1,870	-	-	66
Federal Home Loan Mortgage Corp	2,745	-	2,591	95	59
Total	\$ 106,551	\$ 96,100	\$ 10,049	\$ 248	\$ 154

June 30, 2008 (Dollars in Thousands)					
Investment Maturities In Years					
Investment Type	Fair Value	Less Than 1	1 to 5	6 to 10	Over 10
External Investment Pool	\$ 50,013	\$ 50,013	\$ -	\$ -	\$ -
Guaranteed Investment Contract	33,522	33,522	-	-	-
Corporate Notes and Bonds	1,322	200	552	570	-
US Treasury Notes and Bonds	135	-	53	55	28
Federal Home Loan Bank	4,357	4,188	169	-	-
Federal Farm Credit Bank	1,431	1,431	-	-	-
Federal National Mortgage Assoc	8,112	7,961	75	-	76
Federal Home Loan Mortgage Corp	2,452	2,288	-	-	164
Total	\$ 101,344	\$ 99,603	\$ 849	\$ 624	\$ 268

Investment Custodial Credit Risk - The University's investment securities are exposed to custodial credit risk if the securities are (i) uninsured, (ii) are not registered in the name of the University, or (iii) if they are held by either the counterparty or the counterparty's trust department or agent but not in the

University's name. While none of the University's investments are insured, the University's investments are either held in the University's name or the investments are not securities that exist in book entry or physical form. Therefore, the University has no investment custodial credit risk.

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3. ACCOUNTS RECEIVABLE AND UNBILLED CHARGES, NET

Accounts receivable and unbilled charges refer to the portion due to the University, as of June 30, by various

customers, students and constituencies of the University as a result of providing services to said groups.

	2009	2008
Student fees	\$ 9,477,875	\$ 7,704,526
Auxiliary enterprises and other operating activities	3,318,731	3,216,340
Federal, state, and private grants and contracts	2,336,696	1,338,493
Unbilled charges	6,785,697	6,208,594
Accounts receivable and unbilled charges	21,918,999	18,467,953
Less allowance for doubtful accounts	(2,803,080)	(2,314,574)
Accounts receivable and unbilled charges, net	\$ 19,115,919	\$ 16,153,379

4. STUDENT LOANS RECEIVABLE

Student loans made through the Federal Perkins Loan Program (the "Program") comprise substantially all of the loans receivable at June 30, 2009 and 2008. The Program provides for cancellation of a loan at rates of 10% to 30% per year up to maximum of 100% if the participant complies with certain provisions. The Federal Government reimburses the University for amounts cancelled under these provisions.

Loans receivable from students bear interest at rates ranging from 5% to 10% and are generally repayable in installments to the University over a 5 to 10 year period commencing 3 or 9 months after the date of separation from the University. The University out sources the loan servicing to a third party vendor.

As the University determines that loans are uncollectible and not eligible for reimbursement by the Federal Government, the loans are written off and assigned to the U.S. Department of Education. The University has provided an allowance for uncollectible loans, to absorb loans that will ultimately be written off. The allowance for uncollectible loans was \$23,200 and \$23,400 for the fiscal years ending June 30, 2009 and 2008, respectively.

In the event the University should withdraw from the Program or the Federal Government was to cancel the Program, the University would be required to repay \$8,209,463 as of June 30, 2009.

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5. CAPITAL ASSETS, NET

Following are the changes in capital assets for the year ended June 30, 2009:

	2009 (Dollars in Thousands)				Balance June 30, 2009
	Balance July 1, 2008	Additions	Transfers	Retirements	
Capital assets not being depreciated:					
Land	\$ 41,339	\$ 3,429	\$ -	\$ (1,847)	\$ 42,921
Construction in progress	56,490	33,176	(67,786)	-	21,880
Total assets not being depreciated	<u>97,829</u>	<u>36,605</u>	<u>(67,786)</u>	<u>(1,847)</u>	<u>64,801</u>
Other capital assets:					
Building and improvements	318,712	263	66,156	(27)	385,104
Furniture and improvements	57,017	6,805	1,630	(2,403)	63,049
Library materials	32,135	2,017	-	(1,638)	32,514
Total other capital assets	<u>407,864</u>	<u>9,085</u>	<u>67,786</u>	<u>(4,068)</u>	<u>480,667</u>
Less accumulated depreciation:					
Buildings and improvements	(97,938)	(10,298)	-	18	(108,218)
Furniture and equipment	(36,054)	(5,068)	-	1,889	(39,233)
Library materials	(22,727)	(1,851)	-	1,217	(23,361)
Total accumulated depreciation	<u>(156,719)</u>	<u>(17,217)</u>	<u>-</u>	<u>3,124</u>	<u>(170,812)</u>
Other capital assets, net	<u>251,145</u>	<u>(8,132)</u>	<u>67,786</u>	<u>(944)</u>	<u>309,855</u>
Capital assets summary:					
Capital assets not being depreciated	97,829	36,605	(67,786)	(1,847)	64,801
Other capital assets at cost	407,864	9,085	67,786	(4,068)	480,667
Total cost of capital assets	<u>505,693</u>	<u>45,690</u>	<u>-</u>	<u>(5,915)</u>	<u>545,468</u>
Less accumulated depreciation	<u>(156,719)</u>	<u>(17,217)</u>	<u>-</u>	<u>3,124</u>	<u>(170,812)</u>
Capital assets, net	<u>\$ 348,974</u>	<u>\$ 28,473</u>	<u>\$ -</u>	<u>\$ (2,791)</u>	<u>\$ 374,656</u>

In addition to accounts payable for construction costs, the estimated cost to complete property authorized or under construction at June 30, 2009 is \$40,481,243. These costs will be paid from available reserves and construction proceeds from outstanding debt.

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Following are the changes in capital assets for the year ended June 30, 2008:

	2008 (Dollars in Thousands)				
	Balance July 1, 2007	Additions	Transfers	Retirements	Balance June 30, 2008
Capital assets not being depreciated:					
Land	\$ 38,615	\$ 2,724	\$ -	\$ -	\$ 41,339
Construction in progress	39,384	52,431	(35,325)	-	56,490
Total assets not being depreciated	77,999	55,155	(35,325)	-	97,829
Other capital assets:					
Building and improvements	284,731	111	34,568	(698)	318,712
Furniture and improvements	56,051	4,018	757	(3,809)	57,017
Library materials	31,495	2,190	-	(1,550)	32,135
Total other capital assets	372,277	6,319	35,325	(6,057)	407,864
Less accumulated depreciation:					
Buildings and improvements	(89,895)	(8,453)	-	410	(97,938)
Furniture and equipment	(34,343)	(4,909)	-	3,198	(36,054)
Library materials	(22,010)	(1,846)	-	1,129	(22,727)
Total accumulated depreciation	(146,248)	(15,208)	-	4,737	(156,719)
Other capital assets, net	226,029	(8,889)	35,325	(1,320)	251,145
Capital assets summary:					
Capital assets not being depreciated	77,999	55,155	(35,325)	-	97,829
Other capital assets at cost	372,277	6,319	35,325	(6,057)	407,864
Total cost of capital assets	450,276	61,474	-	(6,057)	505,693
Less accumulated depreciation	(146,248)	(15,208)	-	4,737	(156,719)
Capital assets, net	\$ 304,028	\$ 46,266	\$ -	\$ (1,320)	\$ 348,974

6. UNEARNED REVENUE

Unearned revenues include amounts received for student fees, prepaid ticket sales, and other amounts received prior to the end of the fiscal year that will be earned in subsequent years. Student fees represent the portion of Summer school

revenues related to the number of days of instruction in the subsequent fiscal year and prepaid Fall Semester fees. Unearned revenue consists of the following at June 30:

	2009	2008
Student fees	\$ 2,954,986	\$ 2,218,574
Prepaid ticket sales	5,385,243	6,276,294
Other unearned revenue	3,826,695	3,262,732
Unearned revenue	\$ 12,166,924	\$ 11,757,600

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7. LONG-TERM LIABILITIES

Following are the changes in bonds and notes payable, capital leases, non-current unearned revenue, due to state agencies (related to capital projects), net other post employment benefit obligations, and other liabilities for the fiscal years ended June 30, 2009 and 2008:

	2009 (Dollars in Thousands)				
	Beginning Balance July 1, 2008	Additions	Reductions	Ending Balance June 30, 2009	Amounts due within one year
Long-term debt:					
Revenue bonds payable	\$ 195,370	\$ 42,595	\$ (16,635)	\$ 221,330	\$ 5,030
Premium on revenue bonds	1,078	81	(96)	1,063	-
Notes payable	8,256	-	(907)	7,349	4,258
Capital lease obligations	961	-	(466)	495	382
Capital lease obligations - component unit	2,917	-	(265)	2,652	275
Total long-term debt	208,582	42,676	(18,369)	232,889	9,945
Other liabilities:					
Non-current unearned revenue	2,053	-	(151)	1,902	-
Net other post employment benefits	3,556	630	-	4,186	-
Non-current other	445	84	-	529	-
Total other liabilities	6,054	714	(151)	6,617	-
Long-term liabilities	\$ 214,636	\$ 43,390	\$ (18,520)	\$ 239,506	\$ 9,945

	2008 (Dollars in Thousands)				
	Beginning Balance July 1, 2007	Additions	Reductions	Ending Balance June 30, 2008	Amounts due within one year
Long-term debt:					
Revenue bonds payable	\$ 202,920	\$ -	\$ (7,550)	\$ 195,370	\$ 4,886
Premium on revenue bonds	1,226	-	(148)	1,078	-
Notes payable	9,139	-	(883)	8,256	914
Capital lease obligations	1,334	-	(373)	961	393
Capital lease obligations - component unit	3,172	-	(255)	2,917	265
Total long-term debt	217,791	-	(9,209)	208,582	6,458
Other liabilities:					
Non-current unearned revenue	1,577	536	(60)	2,053	-
Net other post employment benefits	-	3,556	-	3,556	-
Non-current other	-	445	-	445	-
Total other liabilities	1,577	4,537	(60)	6,054	-
Long-term liabilities	\$ 219,368	\$ 4,537	\$ (9,269)	\$ 214,636	\$ 6,458

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8. NOTES AND BONDS PAYABLE

The University is required by bonding resolution to establish a Rebate Fund to be held and administered by the University, separate and apart from other funds and accounts of the University. The University shall make deposits into the Rebate Fund of all amounts necessary to make payments of rebateable arbitrage to the United States. The arbitrage liability was \$528,784 and \$445,450 at June 30, 2009 and 2008, respectively. Management believes the University is in compliance with all bond covenants as of June 30, 2009 and 2008.

The University issued \$42,595,000, at par, of General Revenue and Refunding

Bonds (Series 2009A) during the period ended June 30, 2009. Proceeds of the 2009A Bond in the amount of \$30,775,920 were received by the University for designated projects and costs of issuance and \$12,064,724 was deposited in trust to refund portions of the Series 1998 Student Refunding and Improvement Bonds, Series 1998 Student Union and Housing System Refunding Bonds, and the Series 2001 Student Building Fee Revenue Bonds. The aggregate difference in debt service between the refunding debt and refunded debt was \$897,134 and the net present value of the savings due to refunding was \$811,010.

Pledged Revenue – As stated in the bond descriptions below, the University has pledged certain revenues as collateral for debt instruments. The pledged revenue amounts and coverage requirements are as follows for the year ended June 30, 2009:

	Series		
	2004A, 2005A, 2007A, 2007B, 2007C, 2009A	1998, 2002, 2003	Total
Pledged revenues:			
Student fees	\$ 90,745,612	\$ 5,588,169	\$ 96,333,781
Rentals	374,983	7,554,198	7,929,181
Residence dining income	-	2,837,775	2,837,775
Other	1,120,706	1,438,654	2,559,360
Sales & service	34,002,350	950,013	34,952,363
F&A recovery	3,280,461	-	3,280,461
Investment income	1,391,758	144,632	1,536,390
Total pledged revenue	130,915,870	18,513,441	149,429,311
Less operations and maintenance	(46,026,133)	(11,599,763)	(57,625,896)
Pledged revenues, net	\$ 84,889,737	\$ 6,913,678	\$ 91,803,415
Debt service	\$ 10,157,569	\$ 565,676	\$ 10,723,245
Debt service coverage	836%	1222%	856%
Coverage requirement	110%	120%	

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Bonds payable, at June 30, 2009 consisted of the following:

Bond Issue	(Dollars in Thousands)						
	Original Face Value	Range of Annual Principal Amounts	Range of Semi Annual Interest Percentages	Maturity Date	Pledged Revenues	Outstanding Balance 2009	Outstanding Balance 2008
General Revenue Bonds, Series 2009A	\$ 42,595	\$720 - \$2,870	3.25% - 5.00%	2039	2	\$ 42,595	\$ -
General Revenue Bonds, Series 2007A	\$ 96,365	\$145 - \$7,880	4.00% - 5.00%	2037	2	96,365	96,365
General Revenue Bonds, Series 2007B	\$ 25,860	\$510 - \$1,760	4.00% - 5.00%	2037	2	25,860	25,860
General Revenue Bonds, Series 2007C	\$ 2,850	\$125 - \$600	5.21% - 5.21%	2014	2	2,360	2,850
Student Union and Housing System Refunding and Improvement Bonds, Series 2002	\$ 38,255	\$30 - \$45	5.375%	2012	1	120	165
General Revenue Bonds, Series 2004A	\$ 31,480	\$795 - \$2,205	3.00% - 5.00%	2033	2	28,240	29,035
General Revenue Bonds, Series 2005A	\$ 21,925	\$140 - \$2,695	3.25% - 5.00%	2034	2	20,560	21,010
Student Fee Refunding and Improvement Revenue Bonds, Series 1998	\$ 24,060	\$395 - \$1,285	4.70% - 5.10%	2014	3	-	5,490
Student Union and Housing System Refunding Revenue Bonds, Series 1998	\$ 7,860	\$875 - \$1,170	4.70% - 5.125%	2015	1	-	7,100
Student Union and Housing System Refunding Revenue Bonds, Series 2003	\$ 6,620	\$265 - \$1,715	3.25% - 5.00%	2017	1	5,230	5,495
Student Fees Refunding Revenue Bonds, Series 1996	\$ 14,115	\$1,365	5.15%	2009	3	-	1,365
Student Building Fee Refunding Revenue Bonds, Series 2001	\$ 4,455	\$205 - \$220	4.375% - 4.50%	2011	3	-	635
Bonds before premium						221,330	195,370
Premium on bonds						1,063	1,078
Total bonds outstanding						<u>\$ 222,393</u>	<u>\$ 196,448</u>

(1) pledged net revenues of Student Union and Housing System and certain student fees

(2) pledge of student fees, enterprise revenues, and funds and accounts held under resolution

(3) pledge of the net revenues of the Student Building System and certain student fees

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Notes payable, at June 30, 2009 consisted of the following:

Notes Payable	(Dollars in Thousands)						
	Original Face Value	Terms	Interest Rate	Maturity Date	Collateralized by	Outstanding Balance 2009	Outstanding Balance 2008
2006 Bank note payable	\$ 3,381	11 year monthly amortization	4.77%	2016	1	\$ 2,537	\$ 2,804
Loan-line of credit	\$ 5,000	8 year quarterly amortization	49% of lender's prime rate	2011	2	1,487	2,127
Private note	\$ 3,325	Interest Only - Monthly	30 day LIBOR plus 2.35%	2010	1	3,325	3,325
Total notes payable						\$ 7,349	\$ 8,256

(1) Bronco Athletic Association guarantee, subordinate to bonds

(2) Unsecured

Principal and interest maturities on bonds payable are as follows for the year ending June 30, 2009:

Bonds Payable 2009 (Dollars in Thousands)			
	Principal	Interest	Total
2010	\$ 5,030	\$ 10,187	\$ 15,217
2011	5,095	9,918	15,013
2012	5,500	9,691	15,191
2013	5,800	9,422	15,222
2014	6,135	9,145	15,280
2015-2019	36,660	40,981	77,641
2020-2024	39,490	32,068	71,558
2025-2029	36,465	24,071	60,536
2030-2034	45,050	15,133	60,183
2035-2039	36,105	3,916	40,021
Total	\$ 221,330	\$ 164,532	\$ 385,862

At June 30, 2009, debt in the amount of \$38,060,000 is considered extinguished through refunding of prior issues by a portion of the current issues. Escrowed funds are held in trust in the amount of

\$38,925,023 for the payment of maturities on refunded bonds. Neither the debt nor the escrowed assets are reflected in the University's financial statements.

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Principal and interest maturities on notes payable are as follows for the year ended June 30, 2009:

Notes Payable 2009 (Dollars in Thousands)				
	Principal		Interest	Total
2010	\$ 4,258	\$	216	\$ 4,474
2011	957		109	\$ 1,066
2012	486		86	\$ 573
2013	325		70	\$ 395
2014	341		55	\$ 396
2015-2019	981		64	\$ 1,045
Total	\$ 7,349	\$	599	\$ 7,948

9. CAPITAL LEASE OBLIGATIONS

The University has entered into various capital lease agreements covering buildings and equipment. Assets under capital lease are included in capital assets, net of depreciation. Amortization

of assets under capital lease is included in depreciation expense. These amounts are included in capital assets. The University leases a building from the Foundation.

Future minimum lease obligations under these agreements at June 30, 2009, are as follows:

	Building	Equipment	Total
2010	\$ 423,014	\$ 416,140	\$ 839,154
2011	429,899	117,216	547,115
2012	425,796	-	425,796
2013	430,753	-	430,753
2014	429,453	-	429,453
2015-2017	1,280,451	-	1,280,451
Total minimum obligations	3,419,366	533,356	3,952,722
Less interest	(767,568)	(37,914)	(805,482)
Present value of minimum obligations	\$ 2,651,798	\$ 495,442	\$ 3,147,240

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Following are the changes in assets under capital lease for the years ended June 30, 2009 and 2008:

	2009 (Dollars in Thousands)			
	Balance July 1, 2008	Additions	Retirements	Balance June 30, 2009
Assets under capital leases:				
Buildings and Improvements	\$ 6,973	\$ -	\$ -	\$ 6,973
Equipment	2,589		(188)	2,401
Total being amortized	\$ 9,562	\$ -	\$ (188)	\$ 9,374
Less accumulated amortization				
Buildings and improvements	(2,960)	(189)	-	(3,149)
Equipment	(2,138)	(60)	-	(2,198)
Total accumulated amortization	(5,098)	(249)	-	(5,347)
Assets under capital lease, net	\$ 4,464	\$ (249)	\$ (188)	\$ 4,027

	2008 (Dollars in Thousands)			
	Balance July 1, 2007	Additions	Retirements	Balance June 30, 2008
Assets under capital leases:				
Buildings and Improvements	\$ 6,733	\$ 240	\$ -	\$ 6,973
Equipment	2,589	-	-	2,589
Total being amortized	\$ 9,322	\$ 240	\$ -	\$ 9,562
Less accumulated amortization				
Buildings and improvements	(2,778)	(182)	-	(2,960)
Equipment	(1,987)	(151)	-	(2,138)
Total accumulated amortization	(4,765)	(333)	-	(5,098)
Assets under capital lease, net	\$ 4,557	\$ (93)	\$ -	\$ 4,464

10. RETIREMENT PLANS AND TERMINATION BENEFITS

Public Employee Retirement System of Idaho – The Public Employee Retirement System of Idaho (“PERSI”), a cost-sharing, multiple-employer public retirement system, was created by the Idaho State Legislature. It is a defined benefit plan requiring that both the member and the employer contribute. The plan provides benefits based on member’s years of service, age, and compensation. In addition, benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Designed as a mandatory system for eligible state and school

district employees, the legislation provided for other political subdivisions to participate by contractual agreement with PERSI. The benefits were established and may be amended by the Idaho State Legislature. Obligations to contribute to the plan are established by the PERSI Board as defined by Idaho Law. Financial reports for the plan are available from PERSI’s website www.persi.idaho.gov. After 60 months of credited service, members become fully vested in retirement benefits earned to date and receive a lifetime benefit at retirement. Members are eligible for

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retirement benefits upon attainment of the ages specified for their employment classification. For each month of credited service, the annual service

retirement allowance is 2% of the average monthly salary for the highest consecutive 42 months.

Contributions, for the three years ended June 30, are as follows:

	2009	2008	2007
PERSI:			
University required contribution rate	10.39%	10.39%	10.39%
Percentage of covered payroll for employees	6.23%	6.23%	6.23%
University contributions required and paid	\$ 3,135,557	\$ 3,144,020	\$ 3,036,069

Optional Retirement Plan – Effective July 1, 1990, the Idaho State Legislature authorized the SBOE to establish an Optional Retirement Plan (“ORP”), a defined contribution plan, for faculty and exempt employees. The employee contribution requirement for the ORP is based on a percentage of total payroll. Employer contributions are determined by the State of Idaho. The plan provisions were established by and may be amended by the State of Idaho.

New faculty and exempt employees hired July 1, 1990 or thereafter automatically enroll in the ORP and

select their vendor option. Faculty and exempt employees hired before July 1, 1990 had a one-time opportunity to enroll in the ORP. Enrollees in the ORP no longer belong to PERSI. Vendor options include Teachers Insurance and Annuity Association – College Retirement Equities and Variable Annuity Life Insurance Company.

Participants are immediately fully invested in the ORP. Retirement benefits are available either as a lump sum or any portion thereof upon attaining 55 years of age.

Contributions, for the three years ended June 30, are as follows:

	2009	2008	2007
ORP:			
University contribution	\$ 7,411,340	\$ 6,559,111	\$ 5,059,669
Employee contribution	\$ 5,579,722	\$ 5,243,778	\$ 4,529,497
Total contribution	\$ 12,991,062	\$ 11,802,889	\$ 9,589,166
University contribution rate	9.26%	9.26%	7.72%
Employee contribution rate	6.97%	6.97%	6.97%

The University contribution rate for ORP is 9.258%. Although enrollees in the ORP no longer belong to PERSI, the University is required to contribute to PERSI. The contribution rate for PERSI

has decreased from 3.03% to 1.49% of the annual covered payroll as of July 1, 2007. These annual supplemental payments are required through July 1, 2025. During the years ended June 30,

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2009, 2008, and 2007, this supplemental funding payment to PERSI was \$1,187,141, \$1,127,467, and \$1,908,399, respectively. This amount is not included in the regular University PERSI contribution discussed previously.

Termination Benefits – Employees who qualify for retirement under PERSI or ORP are eligible to use 50% of the cash value of their unused sick leave, with limits based on years of service, to continue their medical insurance coverage through the University. The benefit is classified under GASB Statement No. 16, “*Accounting for Compensated Absences.*” The

University partially funds these obligations by depositing 0.65% of employee gross payroll with PERSI, who administers the plan as a cost-sharing, multiple-employer plan. The total contributions for the years ended June 30, 2009, 2008, and 2007 were \$714,027, \$669,231 and \$608,815, respectively.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employee Retirement System of Idaho, P.O. Box 83720, Boise, Idaho 83720-0078.

11. POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Summary of Plans – The University participates in other postemployment benefit plans (OPEB) relating to health, disability, and life insurance administered by the State of Idaho as agent of multiple-employer defined benefit plans. Idaho Code, Sections 67-5760 to 67-5767 and 72-1335, establishes the benefits and contribution obligations. Each of these benefits is provided by the University to retired or disabled employees. The most recent actuarial valuation is as of July 1, 2008. The University has not set aside any assets to pay future benefits; the University funds these benefits on a pay-as-you-go basis. Detail of the plans can be found in the Comprehensive Annual Report of the State of Idaho, which may be obtained as follows:

Office of the Idaho State Controller
 700 W. State Street, 4th Floor
 Boise, Idaho 83702
 P.O. Box 83720
 Boise, ID 83720-0011
www.sco.idaho.gov

Plan Description and Funding Policy:

Healthcare Plan – This plan allows retirees to purchase healthcare insurance coverage for themselves and eligible dependents. A retired employee of the University who is eligible to retire under the Public Employee Retirement System of Idaho (PERSI) may elect to have the retiree health insurance coverage for themselves and eligible dependents. To be eligible, University employees must enroll within sixty days of the date of their retirement. Additionally, the unreduced PERSI monthly benefit at the time of retirement must meet or exceed the monthly cost of single retiree health insurance coverage, or employees must have ten or more years (20,800 or more hours) of credited state service. Retirees eligible for medical health insurance pay the majority of the premium cost; however, the retiree plan costs are subsidized by the active employee plan. The University contributed \$26 per

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active non-retired employee per month towards the retiree premium cost.

Effective July 1, 2009, changes to this benefit regarding eligibility stipulate that an officer or employee must be an active employee on or before June 30, 2009, and retire directly from State service; the maximum benefit is \$1,860 per retiree per year. Additionally, any retiree who is currently eligible will remain so until they are eligible for Medicare. Beginning January 1, 2010, coverage will not be available to Medicare eligible retirees or their Medicare-eligible dependents.

Long-Term Disability Plan – This plan provides long-term disability income benefits for active employees who become disabled, generally up to a maximum age of 70. Disabled employees are defined as being unable to perform each of the substantial and material duties of the job for which they were hired and unable to earn more than 70% of their monthly salary for the first 30 months of disability. If after 30 months the employee is unable to perform any job for which they are reasonably qualified by experience, education, or training, and unable to earn more than 60% of their monthly salary the employee is considered totally disabled. To qualify for long-term disability, the waiting period is the longer of 26 weeks of continuous total disability or exhaustion of accrued sick leave. The gross benefit equals the lesser of 60 percent of pre-disability monthly salary or \$4,000. The benefit does not increase with inflation and may be offset by other sources of income such as Social Security, Workers' Compensation, unemployment benefits, and certain retirement benefits. The State of Idaho is self-insured for

employees who became disabled prior to July 1, 2003; the State pays 100% of the cost of this benefit. The amount of contribution is based on active claims and the number of insured individuals.

Employees disabled after July 1, 2003, are insured by Principal Life Insurance Company and the obligation for the payment of benefits has been effectively transferred. The University pays 100 percent of the cost of the premiums. The University's contribution for the period was 0.328 percent of payroll in fiscal year 2009. This portion of the long-term disability income benefit is not included in the actuarial estimate.

For up to 30 months following the date of disability, an employee is entitled to continue healthcare coverage under the State plan. The University pays 100 percent of the University's share of medical and dental premiums while the employee remains disabled. The employee is required to pay the normal active employee contribution for the plan and rate category in which the employee is enrolled. The University's contribution for the period was \$6.96 per active employee per month in fiscal year 2009.

This plan also provides basic life insurance and dependent life coverage to disabled employees, generally up to a maximum age of 70. The life insurance benefit amount is generally 100 percent of annual salary, but not less than \$20,000. In addition, a \$2,000 life insurance benefit is provided for spouses, and a \$1,000 life insurance benefit is provided for dependent children. These benefits do not increase with inflation. The University pays 100% of the premiums; the contribution

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is actuarially determined based on actual claims experience.

Life Insurance Plan- This plan provides basic life insurance for certified retired employees. In general, the employee must have completed at least 30 years of credited service or the sum of his/her age and years of credited service must total at least 80 to qualify for this benefit. Eligible retirees receive basic life insurance coverage equal to 100% of the annual salary at retirement. The University pays 100% of the cost of

basic life insurance. The University contribution for the period as a percent of payroll was 2.037% for retirees under age 65, 1.568% for retirees between the ages of 65 and 69, and 1.081% for retirees over the age of 70.

Annual OPEB Cost – The annual OPEB cost (AOC) is actuarially determined based on the annual required contribution (ARC) of the employer in accordance with GASB Statement Nos. 43 and 45.



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The following table illustrates the annual OPEB cost, the amount of contributions made, and the increase (decrease) in the net OPEB obligation, for the plans as of June 30:

2009 Annual OPEB Cost (Dollars in Thousands)						
	Retiree Healthcare Plan	Long-Term Disability Plan			Retiree Life Insurance Plan	Total
		Income	Life Insurance	Healthcare		
Annual OPEB cost						
Annual Required Contribution	\$ 402	\$ 109	\$ 86	\$ 193	\$ 941	\$ 1,731
Interest	140	(4)	2	4	32	174
Adjustment to ARC	(192)	5	(2)	(5)	(44)	(238)
Annual OPEB Cost	350	110	86	192	929	1,667
Contributions Made	(389)	(105)	(127)	(185)	(231)	(1,037)
Increase (Decrease) in Net OPEB Obligation	(39)	5	(41)	7	698	630
Net OPEB Obligation – Beginning of Year	2,784	(71)	35	74	734	3,556
Net OPEB Obligation (Funding Excess) – End of Year	\$ 2,745	\$ (66)	\$ (6)	\$ 81	\$ 1,432	\$ 4,186
Percentage of AOC Contributed	111.02%	96.03%	147.37%	96.06%	24.89%	62.18%

2008 Annual OPEB Cost (Dollars in Thousands)						
	Retiree Healthcare Plan	Long-Term Disability Plan			Retiree Life Insurance Plan	Total
		Income	Life Insurance	Healthcare		
Annual OPEB cost						
Annual Required Contribution	\$ 1,378	\$ 25	\$ 41	\$ 39	\$ 359	\$ 1,842
Interest	2,090	-	32	121	496	2,739
Adjustment to ARC	173	1	4	8	43	229
Annual OPEB Cost	3,641	26	77	168	898	4,810
Contributions Made	(856)	(97)	(42)	(95)	(164)	(1,254)
Increase (Decrease) in Net OPEB Obligation	2,785	(71)	35	73	734	3,556
Net OPEB Obligation – Beginning of Year	-	-	-	-	-	-
Net OPEB Obligation (Funding Excess) – End of Year	\$ 2,785	\$ (71)	\$ 35	\$ 73	\$ 734	\$ 3,556
Percentage of AOC Contributed	23.52%	371.32%	55.11%	56.21%	18.30%	26.08%

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Annual OPEB Cost Comparison – The following table compares the annual OPEB cost, the percentage of annual OPEB cost contributed and the net OPEB obligation (funding excess) for the for the years ended June 30:

Annual OPEB Cost Comparison (Dollars in Thousands)							
		Retiree Healthcare Plan	Long-Term Disability Plan			Retiree Life Insurance Plan	Total
			Income	Life Insurance	Healthcare		
Annual OPEB Cost	2009	\$ 350	\$ 109	\$ 87	\$ 191	\$ 929	\$ 1,666
	2008	\$ 3,641	\$ 26	\$ 77	\$ 168	\$ 898	\$ 4,810
Percentage of AOC Contributed	2009	111.02%	96.03%	147.37%	96.06%	24.89%	62.18%
	2008	23.52%	371.32%	55.11%	56.21%	18.30%	26.08%
Net OPEB Obligation (Funding Excess) – End of Year	2009	\$ 2,745	\$ (67)	\$ (4)	\$ 80	\$ 1,432	\$ 4,186
	2008	\$ 2,785	\$ (71)	\$ 35	\$ 73	\$ 734	\$ 3,556

Funded Status and Funding Progress – Required Supplementary Information - The following table illustrates the funded status and the funding progress for the University as of June 30:

Funding Status and Funding Progress - Required Supplementary Information: (Dollars in Thousands)							
		(1)	(2)	(3)	(4)	(5)	(6)
	Actuarial Valuation Date	Actuarial Value of Assets	Accrued Liability (AAL)	Unfunded AAL (UAAL) (2) - (1)	Funded Ratios (1) : (2)	Annual Covered Payroll	UAAL as a Percentage of Covered Payroll (3) : (5)
Retiree Healthcare Plan	7/1/2006	\$0	\$38,594	\$38,594	0.0%	\$122,474	31.5
	7/1/2008	\$0	\$2,656	\$2,656	0.0%	\$130,760	2.0
Long-Term Disability Plan:							
Income	7/1/2006	\$0	\$697	\$697	0.0%	\$122,474	0.6
	7/1/2008	\$0	\$715	\$715	0.0%	\$130,760	0.5
Life Insurance	7/1/2006	\$0	\$1,160	\$1,160	0.0%	\$122,474	0.9
	7/1/2008	\$0	\$1,026	\$1,026	0.0%	\$130,760	0.8
Healthcare	7/1/2006	\$0	\$1,093	\$1,093	0.0%	\$122,474	0.9
	7/1/2008	\$0	\$1,227	\$1,227	0.0%	\$130,760	0.9
Retiree Life Insurance Plan	7/1/2006	\$0	\$10,060	\$10,060	0.0%	\$122,474	8.2
	7/1/2008	\$0	\$10,895	\$10,895	0.0%	\$130,760	8.3


 KANSAS STATE UNIVERSITY

Actuarial Methods and Assumptions

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Calculations are based on the types of benefits provided under the terms of the plan at the time of each valuation and on the pattern of sharing costs between the employer and plan members. Any variations in future experience from that

expected from these assumptions will result in corresponding changes in the estimated costs of the benefits. The projection of benefits for financial reporting purposes does not incorporate the potential effects of legal funding limitations on the pattern of cost sharing between the employer and plan members in the future. Actuarial calculations reflect a long-term perspective and actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

The following table presents significant methods and assumptions for all plans:

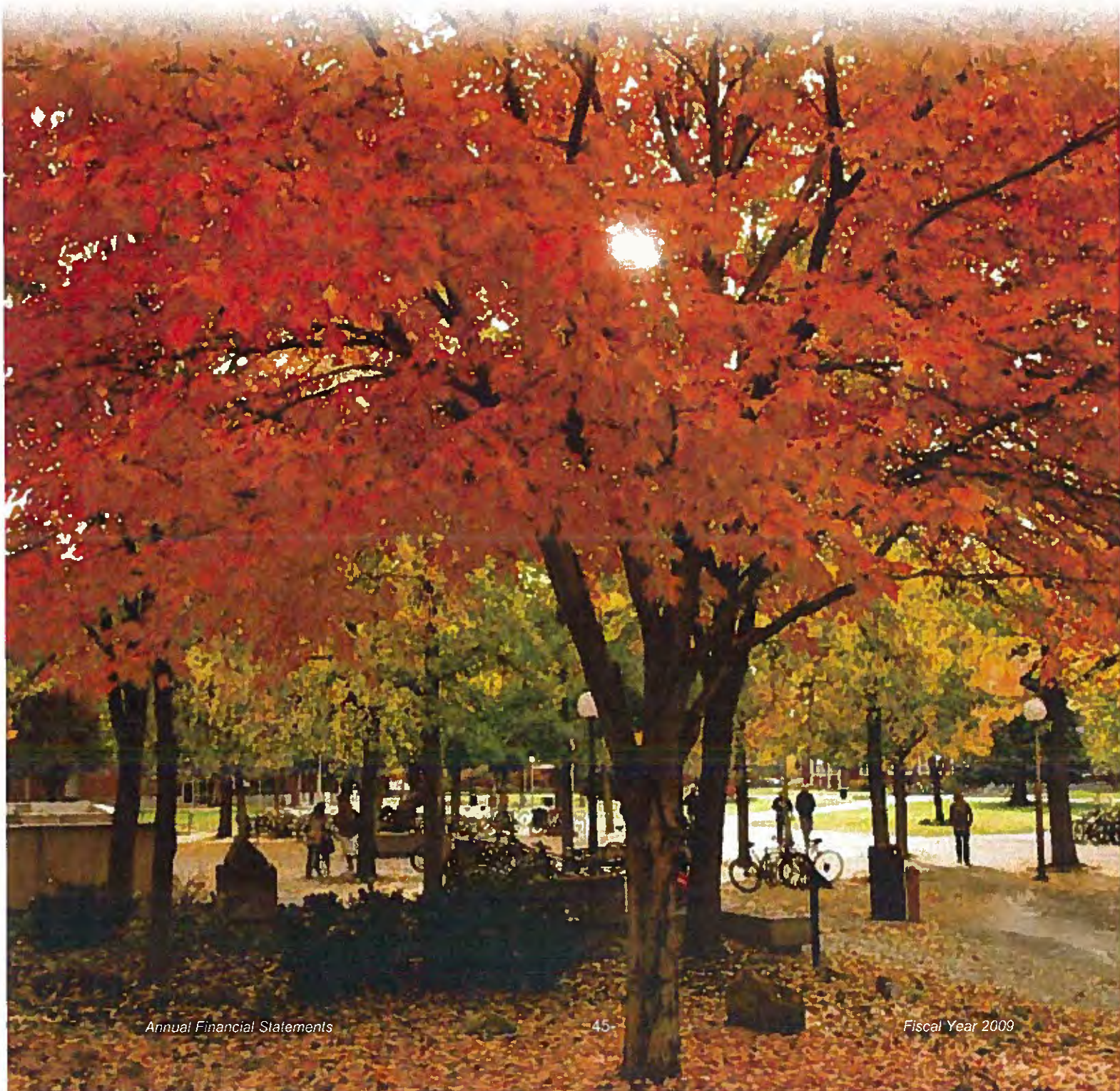
Actuarial Cost Method	Retiree Healthcare Plan	Long-Term Disability Plan			Retiree Life Insurance Plan
	Projected Unit Credit	Income Projected Unit Credit	Life Insurance Projected Unit Credit	Healthcare Projected Unit Credit	Projected Unit Credit
Amortization Method	Level Percentage of Payroll	Level Dollar Amount	Level Percentage of Payroll	Level Percentage of Payroll	Level Percentage of Payroll
Amortization Period	11 years Closed	8 years Closed	30 years Open	30 years Open	30 years Open
Assumptions:					
Inflation Rate	3.00%	3.00%	3.00%	3.00%	3.00%
Investment Return	4.50%	5.25%	5.25%	4.50%	4.50%
OPEB Increases	N/A	N/A	N/A	N/A	3.75%
Projected Salary Increases	3.75%	3.75%	3.75%	3.75%	3.75%
Healthcare Cost Initial Trend Rate	13.60%	N/A	N/A	13.60%	N/A
Healthcare Cost Ultimate Trend Rate	5.00%	N/A	N/A	5.00%	N/A

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12. RISK MANAGEMENT

The University obtains workers' compensation coverage from the Idaho State Insurance Fund. The University's workers' compensation premiums are based on its payroll, its own experience, as well as that of the State of Idaho as a whole.

The University carries commercial insurance for other risks of loss, including but not limited to employee bond and crime, out of state workers' compensation, business interruption, media liability and automobile physical damage insurance.



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13. COMPONENT UNITS

Boise State University Foundation, Inc. – The net assets of the Foundation represent 77% of the combined component unit at June 30, 2008 and 100% of the combined component unit as of June 30, 2009, as presented in the

financial statements and, as such, the Foundation has been determined by management to be a major component unit as defined by GASB Statement No. 39.

Condensed financial statement data is as follows:

BOISE STATE UNIVERSITY FOUNDATION, INC.			
CONDENSED STATEMENTS OF FINANCIAL POSITION			
JUNE 30, 2009 AND JUNE 30, 2008			
	2009	2008	
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 3,611,765	\$ 1,740,682	
Pledges receivable	7,130,589	7,898,655	
Other current assets	1,099,340	427,244	
Total current assets	11,841,694	10,066,581	
NON-CURRENT ASSETS:			
Restricted cash and cash equivalents	3,939,025	9,725,906	
Investments	76,709,978	87,367,744	
Capital assets	10,157,836	228,020	
Investment in lease	2,578,142	2,880,499	
Accounts receivable and other	21,712,749	13,131,596	
Total non-current assets	115,097,730	113,333,765	
TOTAL ASSETS	\$ 126,939,424	\$ 123,400,346	
LIABILITIES			
CURRENT LIABILITIES:			
	\$ 4,390,646	\$ 656,342	
NON-CURRENT LIABILITIES:			
Bonds and certificates payable	7,878,000	3,095,000	
Amounts held in custody for others	1,338,946	19,829,240	
Other	2,027,861	1,626,601	
Total non-current liabilities	11,244,807	24,550,841	
TOTAL LIABILITIES	15,635,453	25,207,183	
NET ASSETS:			
Permanently restricted	58,845,927	45,816,765	
Temporarily restricted	49,564,601	44,633,403	
Unrestricted	2,893,443	7,742,995	
Total net assets	111,303,971	98,193,163	
TOTAL LIABILITIES AND NET ASSETS	\$ 126,939,424	\$ 123,400,346	

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BOISE STATE UNIVERSITY FOUNDATION, INC.			
CONDENSED STATEMENTS OF ACTIVITIES			
FISCAL YEARS ENDED JUNE 30, 2009 AND JUNE 30, 2008			
	<u>2009</u>		<u>2008</u>
OPERATING REVENUES:			
Gifts	\$	11,539,801	\$ 22,071,412
Donation from the BAA		29,188,152	-
Investment income		2,695,636	2,719,292
Change in fair value of investments		(20,644,007)	(2,646,810)
Other income		7,396,521	1,703,410
Total operating revenues		<u>30,176,103</u>	<u>23,847,304</u>
OPERATING EXPENSES		<u>18,336,782</u>	<u>8,851,259</u>
OPERATING INCOME (LOSS)		<u>11,839,321</u>	<u>14,996,045</u>
NON-OPERATING REVENUES (EXPENSES):			
Gain on sale of property		1,428,507	443,730
Other		(157,020)	(97,151)
Net non-operating revenues		<u>1,271,487</u>	<u>346,579</u>
INCREASE IN NET ASSETS		<u>13,110,808</u>	<u>15,342,624</u>
NET ASSETS—Beginning of year		<u>98,193,163</u>	<u>82,850,539</u>
NET ASSETS—End of year	\$	<u>111,303,971</u>	\$ <u>98,193,163</u>

(a) Foundation Operations

The Foundation was established to engage in activities to benefit and support the University, including receiving contributions and holding, protecting, managing, and investing donated funds. The Foundation is a non-profit corporation incorporated in accordance with the laws of the State of Idaho and managed by a volunteer Board of Directors. Under the Idaho State Board of Education's administrative rules, the Foundation must be independent of and cannot be controlled by the University. A memorandum of understanding between the Foundation and the University defines the relationship between the two entities in accordance with these rules.

Change in Accounting Standards and Corrections of an Error

In prior years the Foundation followed the financial reporting standards set by the Governmental Accounting Standards Board (GASB). As a result of recent requirements established by the Idaho State Board of Education requiring the Foundation to operate more autonomously, the Foundation reevaluated its reporting policy. It was determined that under Generally Accepted Accounting Principles it was more appropriate for the Foundation to report in accordance with standards set by the Financial Accounting Standards Board (FASB). FASB standards require three classes of net assets: unrestricted,

temporarily restricted, and permanently restricted instead of reporting by fund as is done under GASB standards. Other differences include criteria for recognizing permanently restricted pledges, the method of accounting for split interest gifts, and the presentation of the financial information.

During the year, management discovered that in 2008 the conditional portions of two pledges totaling \$5.6 million were recorded at the time the pledge was made. Revenue on conditional pledges is to be recorded when the conditions are met. In these cases, the condition is met when matching funds are promised or given to the Foundation, which was not met in 2008. Therefore, the 2008 financial statements have been restated to reflect the correction of the error. The impact of these changes has resulted in a restatement of beginning net assets for

the beginning of the fiscal year starting July 1, 2007 and the related changes to the statement of financial position and statement of activities as of and for year ended June 30, 2008.

Additional detail related to these changes is included in the Foundation's audited financial statements.

The Foundation has historically been the investment agent for funds raised and held by the Bronco Athletic Association ("BAA"). Included in amounts held in custody for others on behalf of the Association are \$17,860,893 at June 30, 2008. During 2009, the BAA donated its financial assets to the Foundation. For 2009 and thereafter, all BAA gifts will be recorded as gifts to the Foundation and recorded in funds designated to Athletics.

(b) Cash and Cash Equivalents, and Other Deposits and Investments

The Foundation considers all cash on deposit in demand savings and time deposits with an original maturity date of three months or less to be cash equivalents. Cash and cash equivalents held by investment managers are considered investments and are shown as restricted cash and cash equivalents as the funds have been designated by the Foundation for investment purposes. Cash deposits at times during the year ended June 30, 2009 and 2008 exceeded FDIC insured limits.

Investments are recorded in accordance with Statement of Financial Accounting Standards (SFAS) No. 124, *"Accounting for Certain Investments Held by Not-for-Profit Organizations."* Investments in equity and debt securities that have

readily determinable fair values are recorded at quoted market prices. Investment securities without quoted market prices are valued at estimated fair value using appropriate valuation methods that consider the underlying assets and financial reports.

Investment securities, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the near term could materially affect account balances and the amounts reported in the accompanying financial statements.

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Custodial Credit Risk –Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk

for *investments* is the risk that in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, the Foundation will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

Basis of Custodial Credit Risk as of June 30	2009	2008
Uninsured and uncollateralized	\$ 5,808,971	\$ 2,620,384

BOISE STATE UNIVERSITY

Credit Risk – The risk that an issuer of debt securities or another counterparty to an investment will not fulfill its obligation is commonly expressed in

terms of the credit quality rating issued by a nationally recognized statistical rating organization such as Moody's, Standard and Poor's, and Fitch's.

Moody's Scale Rating	US Treasury Bonds	Corporate Bonds	Bond Mutual Funds	Fair Value
Aaa	\$ 3,523,222	\$ 1,062,298	\$ 4,327,061	\$ 8,912,581
Aa1	-	1,094,907	-	1,094,907
Aa2	-	3,201,741	6,455,432	9,657,173
Aa3	-	996,359	-	996,359
A1	-	4,134,827	82,175	4,217,002
A2	-	208,121	-	208,121
Baa1	-	2,190,109	-	2,190,109
Baa2	-	508,350	-	508,350
Unrated	-	-	15,945	15,945
Total	\$ 3,523,222	\$ 13,396,712	\$ 10,880,613	\$ 27,800,547

Interest Rate Risk – Investments in debt securities that are fixed for a longer period of time are likely to experience greater variability in their fair values due to future changes in interest rates. Maturities by investment type, as of June 30, 2009, are as follows:

Investment Type	Fair Value	< 1 yr	1-3 yr	3-10 yr	>10 yr
Rated Securities:					
US Treasury Bonds	\$ 3,523,222	\$ 1,008,557	\$ -	\$ 2,002,515	\$ 512,150
Corporate Bonds	13,396,712	9,075,140	499,565	3,822,007	-
Bond Mutual Funds	10,880,613	4,878	93,815	10,781,920	-
Total Rated Securities	\$ 27,800,547	\$ 10,088,575	\$ 593,380	\$ 16,606,442	\$ 512,150

(c) Pledges Receivable

Unconditional promises to give (pledges) are recognized as an asset and contribution revenue in the period in which the promise is received less an allowance, if any, for uncollectible pledges based on past collection experience. Pledges to be received after one year are discounted to present value.

Amortization of discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. Pledges receivable in current assets include pledges which are due within one year.



Pledges receivable consist of the following at June 30:

	<u>2009</u>	<u>2008</u>
Receivable in less than one year	\$ 7,130,589	\$ 7,898,655
Receivable in one to five years	19,804,837	8,813,584
Receivable in more than five years	2,300,603	1,481,250
	<u>29,236,029</u>	<u>18,193,489</u>
Less allowance	\$ (890,000)	\$ (340,000)
Less discount	<u>(3,054,692)</u>	<u>(1,183,259)</u>
Total	<u>\$ 25,291,337</u>	<u>\$ 16,670,230</u>

(d) Donated Services

The University provided staffing and other general office support to the Foundation totaling \$1,257,477 and \$1,094,563 in fiscal years ending June 30, 2009 and 2008, respectively. Additionally, volunteers make substantial contributions of time to

support the Foundation for which no value is assigned. The value of volunteer services is not reflected in the accompanying financial statements since they are not susceptible to objective measurement or valuation.

BOISE STATE UNIVERSITY

Other Component Unit –

Net assets of the Association at June 30, were as follows:

Bronco Athletic Association		
	2009	2008
Net assets:		
Restricted - non-expendable	\$ 1,443,710	\$ 11,824,920
Restricted - expendable	-	17,313,713
Unrestricted	500	116,199
Total net assets	\$ 1,444,210	\$ 29,254,832



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BOISE STATE UNIVERSITY

14. OPERATING EXPENSES BY FUNCTIONAL CLASSIFICATIONS (DOLLARS IN THOUSANDS):

Functional Categories	2009				
	Personnel Cost	Services, Supplies and Other	Scholarships and Fellowships	Depreciation	Total
Instruction	\$ 82,720	\$ 11,280	\$ 2,229	\$ -	\$ 96,229
Research	7,555	2,786	314	-	10,654
Public service	7,415	4,400	547	-	12,362
Libraries	3,745	1,605	-	-	5,350
Student services	8,792	1,995	43	-	10,830
Plant operations	6,192	8,327	-	-	14,519
Institutional support	15,497	4,652	9	-	20,158
Academic support	13,011	4,150	82	-	17,243
Auxiliary enterprises	23,872	29,614	3,348	-	56,834
Scholarships	1,217	472	6,573	-	8,262
Depreciation	-	-	-	17,217	17,217
Total operating expenses	\$ 170,016	\$ 69,280	\$ 13,145	\$ 17,217	\$ 269,658

Functional Categories	2008				
	Personnel Cost	Services, Supplies and Other	Scholarships and Fellowships	Depreciation	Total
Instruction	\$ 77,955	\$ 9,871	\$ 833	\$ -	\$ 88,659
Research	9,922	4,121	318	-	14,361
Public service	7,320	5,375	189	-	12,884
Libraries	3,695	1,445	-	-	5,140
Student services	6,903	1,539	47	-	8,489
Plant operations	5,993	8,935	-	-	14,928
Institutional support	13,600	5,867	57	-	19,524
Academic support	12,084	3,283	53	-	15,420
Auxiliary enterprises	23,919	29,064	3,080	-	56,063
Scholarships	1,209	146	5,700	-	7,055
Depreciation	-	-	-	15,208	15,208
Total operating expenses	\$ 162,600	\$ 69,646	\$ 10,277	\$ 15,208	\$ 257,731

BOISE STATE UNIVERSITY

15. CONTINGENCIES AND LEGAL MATTERS

Revenue from federal research and service grants includes amounts for the recovery of overhead and other costs allocated to these projects. The University may be required to make refunds of amounts received for overhead and other costs reimbursed as a result of the Federal Government. University officials are of the opinion that the effect of these refunds, if any,

will not have a significant affect on the financial position of the University.

The University is a defendant in litigation arising from the normal course of operations. Based on present knowledge, the University's management believes any ultimate liability in these matters will not materially effect the financial position of the University.

16. SUBSEQUENT EVENTS

Subsequent to June 30, 2009, Idaho's Governor announced a tiered \$99 million reduction in state general fund spending in response to lower state revenue forecasts. The college and university reduction is 6% of general fund appropriations. The University's

2010 general fund appropriation totals \$78,352,400. The impact of the holdback is approximately \$4.7 million. The University had set aside \$5 million in reserves for this purpose and will not incur layoffs or furloughs as a result of this holdback.



**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS***

Idaho State Board of Education
Boise State University
Boise, Idaho

We have audited the financial statements of Boise State University (University) and its discretely presented component units as of and for the year ended June 30, 2009, which collectively comprise the University's basic financial statements, and have issued our report thereon dated September 30, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of the discretely presented component units as described in our report on the University's financial statements. This report does not include the results of other auditors' testing of internal control over financial report or compliance and other matters that are reported on separately by other auditors.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit, we considered the University's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purposes of expressing an opinion on the effectiveness of the University's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the University's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in normal course of performing their assigned functions, to prevent or detect misstatement on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the University's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the University's financial statements that is more than inconsequential will not be prevented or detected by the University's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the University's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph on this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the University's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Idaho State Board of Education, management, federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Moss Adams LLP

Eugene, Oregon
September 30, 2009

**REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Idaho State Board of Education
Boise State University
Boise, Idaho

COMPLIANCE

We have audited the compliance of Boise State University (University) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2009, except as described in the second paragraph of this report. The University's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the University's management. Our responsibility is to express an opinion on the University's compliance based on our audit.

We did not audit the University's compliance with the requirements governing Student Loan Billing and Due Diligence in Collection compliance requirements specified by the Federal Perkins Loan Program and described in the *OMB Circular A-133 Compliance Supplement*. Compliance with these requirements was audited by other auditors whose report thereon has been furnished to us and our opinion expressed, herein, insofar as it relates to the University's compliance with those requirements, is based solely on the report of other auditors.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the University's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the University's compliance with those requirements.

In our opinion, the University complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2009. However, the results of our auditing procedures disclosed an instance of noncompliance with those requirements, which is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item 2009-01.

INTERNAL CONTROL OVER COMPLIANCE

The management of the University is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the University's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the University's internal control over compliance.

We did not consider internal control over compliance with the Student Loan Billing and Due Diligence in Collection compliance requirements specified by the Federal Perkins Loan Program and described in the *OMB Circular A-133 Compliance Supplement*. Internal control over this compliance requirement was considered by the other auditor referred to above; and our report, insofar as it relates to the University's internal control over this compliance requirement, is based solely upon the report of the other auditors.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in the University's internal control that might be significant deficiencies or material weaknesses as defined below. However, as described below, we identified a deficiency in internal control over compliance that we consider to be a significant deficiency.

A *control deficiency* in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control. We consider the deficiency in internal control over compliance described in the accompanying schedule for findings and questioned costs as item 2009-1 to be a significant deficiency.

A *material weakness* is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control. We did not consider any of the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses.

The University's responses to the finding identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the University's responses and, accordingly, we express no opinion on them.

MOSS ADAMS LLP

CERTIFIED PUBLIC ACCOUNTANTS | BUSINESS CONSULTANTS

www.mossadams.com

This report is intended solely for the information and use of the Idaho State Board of Education, management, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Moss Adams LLP

Eugene, Oregon
September 30, 2009

**BOISE STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2009**

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes X no
- Significant deficiencies(s) identified that are not considered to be material weaknesses? _____ yes X no

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes X no
- Significant deficiencies (s) identified that are not considered to be material weaknesses? X yes _____ none reported

Type of auditor's report issued on compliance for major programs: Unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? X yes _____ no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
Student Financial Assistance Cluster:	
84.007	Federal Supplemental Educational Opportunity Grants
84.268	Federal Direct Loans
84.033	Federal Work-Study Program
84.038	Federal Perkins Loan Program
84.063	Federal Pell Grant Program
84.375	Academic Competitiveness Grant
84.376	SMART Grant Science & Math
TRIO	
84.042	Student Support Services
84.044	Talent Search
84.047	Upward Bound
84.217	McNair Post-Baccalaureate Achievement

Dollar threshold used to distinguish between type A and type B programs: \$ 1,236,941

Auditee qualified as low-risk auditee? X yes _____ no

**BOISE STATE UNIVERSITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS, (Continued)
FOR THE YEAR ENDED JUNE 30, 2008**

Section II - Financial Statement Findings

None.

Section III - Federal Award Findings and Questioned Costs

FINDING 2009-01—Procurement: Suspension and Debarment Certifications

Federal Program: TRIO Cluster

Federal Agency: Department of Education

Criteria –OMB Circular A-110, Section 13, outlines requirements for recipients of federal financial assistance regarding compliance with the debarment and suspension common rule implementing Executive Orders (E. O. 12549 and 12689). This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. For covered transactions occurring after November 26, 2003, the recipient must verify that the subrecipient or vendor entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity. Covered transactions include procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria.

Condition: There were two covered transactions exceeding \$25,000 for which verification of suspension and debarment status did not occur.

Questioned Costs – None. During the audit, the Excluded Parties List System (EPLS) was checked for the specific entities noting they were excluded from the list.

Context – The University does not have procurement policies / procedures in place that specifically address the issue of suspension and debarment.

Effect – The absence of procedures to require suspension and debarment verifications for all categories of covered transactions permits the possibility for suspended or debarred parties to inappropriately receive federal funds.

Cause – The absence of procedures to require suspension and debarment verifications for all categories of covered transactions appeared to be a lack of awareness of the regulations.

Recommendation – Moss Adams recommends the purchasing office, develop and implement policies to ensure suspension and debarment verifications are performed for all categories of covered transactions. In addition to the development of policies, we further recommend management establish a monitoring or oversight mechanism to ensure compliance.

Management Response - The University concurs with the recommendations. The University currently reviews debarment status for all new vendors and is developing policies to monitor vendor status on an ongoing basis.

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF AGRICULTURE:				
Direct Programs				
USDA Utilizing GPR & Solute	10.206	\$ 5,350	\$ -	\$ 5,350
USDA Burrowing Owls	10.206	26,385	-	26,385
Populations of Invasive Plants	10.206	6,869	-	6,869
ESPRJ	10.664	-	(4)	(4)
Outreach to Rural Communities	10.769	-	13,811	13,811
Lomatium Dormancy	10.XXX	3,978	-	3,978
Dormancy in Lomatium Dissect	10.XXX	1,887	-	1,887
Grape Leaf Hormone Analyses	10.XXX	1,416	-	1,416
Danskin Rockshelter Arch Coll	10.XXX	-	10,206	10,206
Production Systems of NW Grape	10.XXX	4,093	-	4,093
USDA-FS Joint Agreement	10.XXX	-	3,258	3,258
Pass Through Payments:				
Child and Adult Care Food Program (Children's Center)	10.558	-	46,881	46,881
Yellowstone Business Partnership	10.773	-	9,959	9,959
Total U.S. Department of Agriculture		<u>\$ 49,978</u>	<u>\$ 84,111</u>	<u>\$ 134,089</u>
U.S. DEPARTMENT OF COMMERCE:				
Direct Programs:				
EDA University Center FY '08	11.303	\$ -	\$ 10,492	\$ 10,492
EDA University Center FY '09	11.303	-	167,127	167,127
Spacio Variability of Snow	11.462	72,160	-	72,160
NIST General FY '08	11.611	-	79,124	79,124
NIST General FY '09	11.611	-	513,448	513,448
NIST General FY '10	11.611	-	213	213
Total U.S. Department of Commerce		<u>\$ 72,160</u>	<u>\$ 770,404</u>	<u>\$ 842,564</u>

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF DEFENSE:				
Direct Programs:				
DNA Safeguard 2 - Hampikian	12.420	\$ 252,675	\$ -	\$ 252,675
DNA Safeguard 2 - Andersen	12.420	67,440	-	67,440
DNA Safeguard 2 - McDougal	12.420	50,559	-	50,559
DNA Safeguard 2 - Wingett	12.420	23,454	-	23,454
DNA Safeguard 2 - Alileche	12.420	34,231	-	34,231
DNA Safeguard 2 - Jain	12.420	8,671	-	8,671
DEPSCOR '08	12.431	119,465	-	119,465
Semicon - Based Nanotechnology	12.431	23,748	-	23,748
Effects of Comp. Question Type	12.630	164,369	-	164,369
DEPSCoR FY '08	12.630	104,694	-	104,694
DEPSCoR Micro-Propulsion	12.800	2,448	-	2,448
Memory Technology Symposium '09	12.800	-	5,000	5,000
DARPA FY 2005	12.910	391,945	-	391,945
DARPA 3-D Tech for Adv. Sensor	12.910	839,190	-	839,190
Reconfigurable Electronics	12.910	435,117	-	435,117
Reconfigurable Electronics	12.910	116,677	-	116,677
DNA Safeguard Project	12.XXX	219,686	-	219,686
DNA Safeguard Project	12.XXX	29,441	-	29,441
DNA Safeguard Project	12.XXX	(458)	-	(458)
ARI Project FY '08	12.XXX	5,911	-	5,911
Pass Through Payments:				
DoD General FY '04	12.002	-	74,420	74,420
Integrated Passive Electronic Components	12.800	3,016	-	3,016
Genetic & Chemical Modification of Phosphotriestrase	12.XXX	20,789	-	20,789
NMR Characterization of Chemical Composition	12.XXX	16,053	-	16,053
Coastal Engineering & Human Disturbance	12.XXX	74,420	-	74,420
Ultra-Low Power Radiation	12.XXX	4,167	-	4,167
Micro Vacuum Backward Wave	12.XXX	54,884	-	54,884
Processor for Open Source	12.XXX	41,650	-	41,650
High Power VCSEL Diode Arrays	12.XXX	1,614	-	1,614
PIP/PTAC Program	12.XXX	-	28,410	28,410
Dugway Proving Grounds Site	12.XXX	-	2,307	2,307
Total U.S. Department of Defense		\$ 3,105,856	\$ 110,137	\$ 3,215,993

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT:				
Direct Programs:				
HUD/Environmental Science Building FY '04	14.246	\$ -	\$ 58,191	\$ 58,191
HUD/Environmental Science Building FY '05	14.246	-	892,800	892,800
Total U.S. Department of Housing & Urban Development		\$ -	\$ 950,991	\$ 950,991
U.S. DEPARTMENT OF THE INTERIOR:				
Direct Programs:				
Bromus Tectorum Establishment	15.000	\$ 13,062	\$ -	\$ 13,062
Breeding Bird/Burrowing Owl	15.231	34,453	-	34,453
Fire & Erosion in Western Range	15.231	43,380	-	43,380
Fire & Erosion W Range Benner	15.231	5,959	-	5,959
Monitoring Migrants Camas NWR	15.635	(1,327)	-	(1,327)
Monitoring Songbirds in Idaho	15.635	666	-	666
Seismic Reflection Imaging	15.807	(71)	-	(71)
Seismic Imaging Seattle Fault	15.807	67,277	-	67,277
SRFS Facilities Operating Acct	15.808	-	70,644	70,644
Raptor Information System	15.808	3,168	-	3,168
Barred Owl Food Habits	15.808	24,114	-	24,114
Monitoring Land Treatments	15.808	51,458	-	51,458
NCA Monitor Workshop & Report	15.808	-	2,402	2,402
Support Analysis Raptor Research	15.808	4,679	-	4,679
Native Landscape Gardens	15.DAM	3,717	-	3,717
Translocation SIGS	15.XXX	878	-	878
SFRWO Songbird Migration	15.XXX	(38)	-	(38)
Effect Development on Cascade Bald Eagle	15.XXX	5,176	-	5,176
FWS Development on Cascade Bald Eagle	15.XXX	12,061	-	12,061
Bumpheads Archaeological Survey	15.XXX	-	1,990	1,990
Antelope Creek Survey	15.XXX	-	1,460	1,460
Pass Through Payments:				
IBO/IDFG Bird Greatest Conservation	15.634	44,357	-	44,357
IWRRI 2	15.805	3,300	-	3,300
Water Balance Modeling	15.805	298	-	298
GPR Workshop	15.XXX	3,034	-	3,034
Total U.S. Department of the Interior		\$ 319,601	\$ 76,496	\$ 396,097

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF JUSTICE:				
Pass Through Payments:				
RADAR Video Library 3	16.727	\$ -	\$ (234)	\$ (234)
RADAR Video Library 4	16.727	-	4,753	4,753
RADAR Video Library FY '09	16.727	-	18,041	18,041
RADAR Video Library	16.727	-	2,185	2,185
End Violence Against Women with Disabilities	16.XXX	-	10,314	10,314
Nampa Family Justice	16.XXX	1,941	-	1,941
Total U.S. Department of Justice		<u>\$ 1,941</u>	<u>\$ 35,059</u>	<u>\$ 37,000</u>
U.S. DEPARTMENT OF LABOR:				
Direct Programs:				
OSHA Consultation Program	17.504	\$ -	\$ 130,287	\$ 130,287
OSHA Consultation Program	17.504	-	302,697	302,697
Pass Through Payments:				
DOL Lean Manufacturing for Food	17.261	-	19,061	19,061
LECP FY 2007	17.XXX	-	(44,562)	(44,562)
Total U.S. Department of Labor		<u>\$ -</u>	<u>\$ 407,483</u>	<u>\$ 407,483</u>
U.S. DEPARTMENT OF STATE:				
Pass Through Payments:				
Paving Way to Global Village	19.XXX	\$ -	\$ 146	\$ 146
Total U.S. Department of State		<u>\$ -</u>	<u>\$ 146</u>	<u>\$ 146</u>
U.S. DEPARTMENT OF TRANSPORTATION:				
Direct Programs:				
FAA Noise and Emissions Study	20.109	\$ (2,613)	\$ -	\$ (2,613)
FAA Center Airliner Cabin Environment	20.109	575	-	575
FAA Airliner Cabin Environment 2	20.109	11,833	-	11,833
Avionics Decontamination	20.109	48,744	-	48,744
Inflight Sensor System Development & Deployment	20.109	22,520	-	22,520
Chemical Sensors for Airliner Cabin	20.109	8,800	-	8,800
TC Construction ID '04	20.500	-	17,600	17,600
Pass Through Payments:				
Evaluation of Concrete Sealer	20.205	34,317	-	34,317
Total U.S. Department of Transportation		<u>\$ 124,176</u>	<u>\$ 17,600</u>	<u>\$ 141,776</u>

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. OFFICE OF PERSONNEL MANAGEMENT:				
Direct Programs:				
IPA Agreement - Eric McIndoo	27.011	\$ 49,760	\$ -	\$ 49,760
IPA Agreement - Cliff Bayer	27.011	43,857	-	43,857
IPA Agreement - Dr. Zhi Li	27.011	36,454	-	36,454
Total U.S. Office of Personnel Management		<u>\$ 130,071</u>	<u>\$ -</u>	<u>\$ 130,071</u>
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION:				
Direct Programs:				
Spacial & Temporal Variations	43.XXX	\$ 91,983	\$ -	\$ 91,983
Pass Through Payments:				
ISGC Fellowship - Oblea Campbell	43.000	15,110	-	15,110
NASA Fellowship - Steele	43.001	1,431	-	1,431
NASA ISGC - Frary	43.XXX	(149)	-	(149)
NASA ISGC Fellowship - Bonfrisco	43.XXX	(3,369)	-	(3,369)
NASA EPSCoR Reliability Investigation	43.XXX	188,658	-	188,658
Elec. Propulsion-Cer. Material	43.XXX	15,000	-	15,000
ISGC Fellowship - Smith 2008-2009	43.XXX	18,119	-	18,119
NASA EPSCoR - Senocak	43.XXX	24,330	-	24,330
NASA EPSCoR 2008-2009	43.XXX	23,159	-	23,159
ISGC Fellowship - Munoz 2008-2009	43.XXX	18,123	-	18,123
Magnetic Phase Sintering	43.XXX	12,951	-	12,951
ISGC NASA K-12 FY '08 - Callahan	43.XXX	-	9,335	9,335
Topology Control for Networking	43.XXX	1,191	-	1,191
NASA Micro-Gravity Project	43.XXX	13,637	-	13,637
Total National Aeronautics and Space Administration		<u>\$ 420,174</u>	<u>\$ 9,335</u>	<u>\$ 429,509</u>
NATIONAL FOUNDATION ON THE ARTS AND THE HUMANITIES:				
Direct Programs:				
Boise Chamber Music Series FY '08	45.024	\$ -	\$ 7,500	\$ 7,500
Pass Through Payments:				
Routine Stops	45.129	-	3,500	3,500
Hemingway Letters Project	45.129	3,500	-	3,500
IAL WorldCat Local Project	45.310	-	40,275	40,275
Visiting Artist/Scholar FY '09	45.XXX	-	2,746	2,746
Total National Foundation on the Arts and the Humanities		<u>\$ 3,500</u>	<u>\$ 54,021</u>	<u>\$ 57,521</u>

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
NATIONAL SCIENCE FOUNDATION:				
Direct Programs:				
NSF MRI Xray Diffraction Syste	47.041	\$ 347,140	\$ -	\$ 347,140
Collaborative Research Planning-2	47.041	229	-	229
Boise Extravaganza Set Theory	47.049	6,191	-	6,191
Europe Materials Collaboration	47.049	(2,571)	-	(2,571)
CAREER : RUI : Ferromagnetic	47.049	80,078	-	80,078
Europe Materials Collaboration	47.049	(15)	-	(15)
MRI: Acquisition of a TEM	47.049	5,390	-	5,390
Quantum and Biophysics	47.049	39,753	-	39,753
CAREER : M Frary NSF	47.049	68,744	-	68,744
CRIF : MU/RUI Equipment	47.049	12,496	-	12,496
NSF MRI : Acquisition of XPS	47.049	280,821	-	280,821
NSF Lattice Dynamics	47.049	38,229	-	38,229
Filtrations of Boolean Algebra	47.049	20,381	-	20,381
Enabling Magnetoplasticity	47.049	63,329	-	63,329
CAREER : M Frary NSF 2	47.049	12,500	-	12,500
NSF-Web Tools for Time Scale	47.050	14,690	-	14,690
Paleozoic Deformation Research	47.050	(59)	-	(59)
NSF Collaborative Research	47.050	140,139	-	140,139
NSF Collaborative Quantification	47.050	30,056	-	30,056
NSF Climate Controls on Alluvial Fans	47.050	44,264	-	44,264
NSF Timing, Condition, Rates of Thrust	47.050	15,859	-	15,859
Freedom from Coordinate System	47.050	26,107	-	26,107
Unroofing Central Menderes Metamorphic Complex	47.050	9,352	-	9,352
Carboniferous Permian Paleoclimate	47.050	229,006	-	229,006
Atmospheric Dust as Archive	47.050	23,805	-	23,805
Collaborative Research : S. American Grassland	47.050	14,015	-	14,015
Collaborative Research : Testing Mech Mod	47.050	86,142	-	86,142
Collaborative Research : Tectonic Rates	47.050	10,197	-	10,197
NSF Career Degradation	47.070	(3,228)	-	(3,228)
NSF Cybertrust: eVoting	47.070	3,229	-	3,229
CRI Secure Wireless Networking	47.070	32,646	-	32,646
NSF Research Instrumentation	47.074	18,078	-	18,078
Chronic Stress in Ecosystems	47.074	33,547	-	33,547
PharmEcology Symposium	47.074	-	24,800	24,800
MRI : Acquisition of FACS	47.074	441,955	-	441,955
IDBR : RUI : Development of COIFM	47.074	62	-	62
NSF Scholarships	47.076	-	32,366	32,366
Award-Excellence in Mentoring	47.076	-	4,774	4,774
Noyce Grant	47.076	-	238,773	238,773
NSF Idaho Engineering Scholarship Program	47.076	-	126,939	126,939
Acquisition of GC/MS & FT-IR	47.076	114,174	-	114,174

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
NATIONAL SCIENCE FOUNDATION (continued):				
Direct Programs (continued):				
New GK-12 Local Resources	47.076	\$ -	\$ 104,483	\$ 104,483
New GK-12 Participants	47.076	-	149,001	149,001
S-Stem #2 ID Engineering Scholarship	47.076	-	122,825	122,825
NSF-Water Storage & Routing	47.078	64,585	-	64,585
Home Hearth Household	47.078	77,482	-	77,482
Egypt Collaboration	47.079	6,391	-	6,391
Pass Through Payments:				
EPSCoR RII Program - Callahan	47.041	42,731	-	42,731
EPSCoR RII Program - Sridhar	47.041	137,292	-	137,292
EPSCoR RII Program - Medidi	47.041	20,236	-	20,236
EPSCoR RII Program - Farid	47.041	13,840	-	13,840
EPSCoR RII Program - Plumlee	47.041	11,179	-	11,179
Formation Function Phys Gels	47.049	8,609	-	8,609
NSF-ID-TIMS	47.050	6,067	-	6,067
Chronos System: Geoinformatics	47.050	426	-	426
SedDB Supplement PaleoStrat	47.050	2,696	-	2,696
Site Survey for IODP 626	47.050	17,730	-	17,730
EPSCoR RII Program - Pierce	47.050	39,365	-	39,365
DNA Origami Placement	47.070	12,910	-	12,910
EPSCoR RII Program - Feris	47.074	27,086	-	27,086
EPSCoR RII Program - Feris	47.074	49,068	-	49,068
EPSCoR RII Program - Mooney	47.075	24,829	-	24,829
Imprv Comm in Cross - Disc Coll	47.075	12,316	-	12,316
Hydrologic Processes EPSCoR	47.076	(748)	-	(748)
NSF Idaho EPSCoR - Punnoose	47.076	10,592	-	10,592
NSF Idaho EPSCoR - McNamara	47.076	(91)	-	(91)
NSF Idaho EPSCoR - Mead	47.076	(187)	-	(187)
NSF EPSCoR Instrument - Tenne	47.XXX	(1)	-	(1)
NSF EPSCoR Instrument - Cornell	47.XXX	35	-	35
NSF EPSCoR Start-Up Funds	47.XXX	244	-	244
600MHZ NMR Spectrometer System	47.XXX	14,984	-	14,984
EPSCoR-Start Up Funds Sridhar	47.XXX	(10)	-	(10)
EPSCoR-Instrumentation for Engineering	47.XXX	8,950	-	8,950
Multi-Functional Oil Quality S	47.XXX	(2,175)	-	(2,175)
EPSCoR- Additional Funding	47.XXX	(3,587)	-	(3,587)
Summer 2008 IRIS Internship	47.XXX	1,972	-	1,972
Total National Science Foundation		\$ 2,861,547	\$ 803,961	\$ 3,665,508

See notes to schedule.

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BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
SMALL BUSINESS ADMINISTRATION:				
Direct Programs:				
SBA CY '08	59.037	\$ -	\$ 313,855	\$ 313,855
SBA CY '09	59.037	-	250,377	250,377
Sustainability Initiative	59.037	-	31,377	31,377
Total Small Business Administration		<u>\$ -</u>	<u>\$ 595,609</u>	<u>\$ 595,609</u>
ENVIRONMENTAL PROTECTION AGENCY:				
Direct Programs:				
Satellite EFC	66.111	\$ -	\$ 165,906	\$ 165,906
EPA Dashboard Grant	66.463	-	(1,768)	(1,768)
Wastewater Training FY '08	66.467	-	9,033	9,033
Hydrogeophysical Characterization	66.606	258,545	-	258,545
EPA Multi-Purpose Sensors	66.606	30,479	-	30,479
EPA Multi-Purpose Sensors	66.606	136,944	-	136,944
EPA Multi-Purpose Sensors	66.606	922	-	922
EPA Multi-Purpose Sensors	66.606	(4,404)	-	(4,404)
EPA Multi-Purpose Sensors	66.606	(482)	-	(482)
EPA Multi Purpose Sensors	66.606	4,671	-	4,671
6167 EPA Supplemental Funding	66.606	31,725	-	31,725
6167 EPA Supplemental Funding	66.606	(246)	-	(246)
6167 EPA Supplemental Funding	66.606	940	-	940
EPA Multi-Purpose Sensors	66.606	15,000	-	15,000
EFC 10 Base Grant FY '07	66.607	-	256,406	256,406
EPA Plan2Fund Funder's Tool	66.XXX	-	4,262	4,262
Pass Through Payments:				
Source & Release - CFDA 66419	66.419	10,618	-	10,618
Source & Release - CFDA 66468	66.468	6,708	-	6,708
Alaska Capacity Review FY '09	66.468	-	1,831	1,831
Emission Reduction Analysis	66.XXX	8,620	-	8,620
Total Environmental Protection Agency		<u>\$ 500,040</u>	<u>\$ 435,670</u>	<u>\$ 935,710</u>
NUCLEAR REGULATORY COMMISSION				
Direct Programs				
U.S. NRC Fellowship Program	77.008	\$ -	\$ 49,399	\$ 49,399
Total Nuclear Regulatory Commission		<u>\$ -</u>	<u>\$ 49,399</u>	<u>\$ 49,399</u>

See notes to schedule.

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BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF ENERGY				
Direct Programs				
Bioreductive Transformations	81.049	\$ 10,314	\$ -	\$ 10,314
Inverse Magnetoplastic Effect	81.049	124,799	-	124,799
DOE Wind Energy	81.087	70,915	-	70,915
DOE Grant	81.121	8,360	-	8,360
ACE Workshop	81.XXX	9,196	-	9,196
Pass Through Payments:				
INRA-Water Research Consortium	81.049	14,758	-	14,758
Time-lapse Georadar Monitoring	81.049	5,059	-	5,059
Cyberinfrastructure Hydro Site	81.049	39,435	-	39,435
Component Technologies R&D	81.087	26,205	-	26,205
INRA SFPO Site Facilities	81.104	-	4,389	4,389
SSGP Website Maintenance Service	81.104	-	233	233
INRA SSGP Fellowship Support 4	81.104	-	74,575	74,575
INRA SSGP Fellowship Support 5	81.104	-	27,371	27,371
UNLV Heat Exchange Material	81.121	51,594	-	51,594
INL Influence Grain Boundary	81.XXX	(1,953)	-	(1,953)
EPI Interim Associate Director FY '07	81.XXX	57,901	-	57,901
FY '06 IUC/EPI Proposal	81.XXX	19,511	-	19,511
CAES Consortium	81.XXX	96,745	-	96,745
Drought, Fire, Snowmelt Central ID	81.XXX	11,269	-	11,269
Bioprocess Agricultural Waste Water	81.XXX	10,891	-	10,891
Carbon Sequestration in Mafic Rocks	81.XXX	18,953	-	18,953
Suitability of Layered Basalt	81.XXX	22,058	-	22,058
INL Plasma Sintering	81.XXX	32,648	-	32,648
Societal Nuclear Research LDRD	81.XXX	24,237	-	24,237
Novel Nanostructured Materials	81.XXX	88,308	-	88,308
Novel Nanostructured Materials	81.XXX	20,716	-	20,716
INRA SSRI Course Development 2007-2008	81.XXX	-	1,007	1,007
INRA Geophysics Workshop 2007-2008	81.XXX	-	315	315
SSGP Course Evaluation 2007-2008	81.XXX	-	15	15
INRA SSGP Fellowship Support 6	81.XXX	-	37,896	37,896
INRA SSRI Dean Year 6 2007-2008	81.XXX	-	5,023	5,023
Design & Synthesis Novel Chelators	81.XXX	37,652	-	37,652
Detector for Pertechnetate Ion	81.XXX	3,910	-	3,910
Land Use Impacts on Water Quality	81.XXX	16,500	-	16,500
Sensors to Detect & Analyze	81.XXX	16,500	-	16,500
INRA Chronic Stress Ecosystems	81.XXX	13,808	-	13,808
Synchronous Machine Simulation	81.XXX	42,318	-	42,318
Ion Mobility Spectrometer Prob	81.XXX	76,102	-	76,102
ODS Cladding Materials	81.XXX	30,547	-	30,547
Sensors for Contaminants	81.XXX	17,980	-	17,980

See notes to schedule.

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BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF ENERGY (continued):				
Pass Through Payments (continued):				
Spark Plasma Sintering of Fuel	81.XXX	\$ 40,940	\$ -	\$ 40,940
Forecasting for Wind Energy	81.XXX	78,783	-	78,783
Dev Lignocellulosic Ethanol	81.XXX	11,474	-	11,474
CAES Associate Director Spring 2009	81.XXX	38,421	-	38,421
Evaluate Actinide Compounds YR1	81.XXX	8,625	-	8,625
ACE Workshop - 2009	81.XXX	7,614	-	7,614
Wind for Schools	81.XXX	-	42,932	42,932
Total U.S. Department of Energy		\$ 1,203,093	\$ 193,756	\$ 1,396,849
U.S. DEPARTMENT OF EDUCATION:				
Direct Programs:				
Federal Pell Grants	84.063 (1)	\$ -	\$ 16,488,915	\$ 16,488,915
Federal Supplemental Educational Opportunity Grants	84.007 (1)	-	444,124	444,124
Federal Direct Subsidized Loans	84.268 (1)	-	31,427,547	31,427,547
Federal Direct Unsubsidized Loans	84.268 (1)	-	34,046,465	34,046,465
Federal Direct Parent Loans	84.268 (1)	-	1,572,833	1,572,833
Federal Perkins Loans	84.038 (1)	-	885,492	885,492
Federal College Work-Study (CWS)	84.033 (1)	-	552,730	552,730
Federal CWS Job Location Costs (JLC)	84.033 (1)	-	40,438	40,438
Federal ACG	84.375 (1)	-	402,486	402,486
Federal SMART	84.376 (1)	-	305,216	305,216
Student Success Program 2007-2008	84.042 (2)	-	46,532	46,532
Student Success Program 2008-2009	84.042 (2)	-	274,311	274,311
ETS I - Yr I	84.044 (2)	-	63,458	63,458
ETS II - Yr I	84.044 (2)	-	39,086	39,086
ETS I - 2008-2009	84.044 (2)	-	420,475	420,475
ETS II - 2008-2009	84.044 (2)	-	189,649	189,649
Upward Bound Nampa & Caldwell 2007-2008	84.047 (2)	-	110,631	110,631
Upward Bound Duck Valley 2007-2008	84.047 (2)	-	70,063	70,063
Upward Bound III Boise 2007-2008	84.047 (2)	-	99,567	99,567
Upward Bound IV Meridian 2007-2008	84.047 (2)	-	99,888	99,888
Upward Bound Nampa & Caldwell 2008-2009	84.047 (2)	-	282,373	282,373
Upward Bound Duck Valley 2008-2009	84.047 (2)	-	163,108	163,108
Upward Bound III Boise 2008-2009	84.047 (2)	-	138,939	138,939
Upward Bound IV Meridian 2008-2009	84.047 (2)	-	130,104	130,104
HEP Year 4	84.141	-	22,844	22,844
HEP Year 5	84.141	-	466,852	466,852
CAMP 5/00	84.149	-	(546)	(546)
CAMP Year 4	84.149	-	71,189	71,189
CAMP 2008-2009	84.149	-	423,441	423,441

See notes to schedule.

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BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF EDUCATION (continued):				
Direct Programs (continued):				
Prevention of Drinking Freshman	84.184	\$ -	\$ 93,163	\$ 93,163
Graduate Bilingual - Year 1	84.195	-	121,932	121,932
ID Systemic Solution	84.215	64,895	-	64,895
ID Systemic Solution	84.215	61,545	-	61,545
McNair Scholars Program 2007-2008	84.217 (2)	-	65,378	65,378
McNair Scholars Program 2008-2009	84.217 (2)	-	135,747	135,747
Improving Metacomprehension	84.305	295,592	-	295,592
TATERS	84.325	-	65,586	65,586
Pass Through Payments:				
ABE Federal	84.002A	-	(1,433)	(1,433)
ABE State	84.002A	-	14,751	14,751
ABE Staff Development	84.002A	-	(953)	(953)
ABE Incarcerated FY '08	84.002A	-	(473)	(473)
ABE Federal Dir Services FY '09	84.002A	-	298,449	298,449
ABE Teacher Training FY '09	84.002A	-	18,032	18,032
ABE Federal Incarcerated FY '09	84.002A	-	8,191	8,191
ABE El Civics FY '09	84.002A	-	43,909	43,909
ABE Federal Admin (5%) FY '09	84.002A	-	16,318	16,318
ABE Quality PD Pers & Cont	84.002A	-	2,500	2,500
ABE IMAS Contract	84.002A	-	5,000	5,000
School Improvement Technical Assistance 2008-2009	84.010	-	196,590	196,590
NSD Tutoring Services 2008-2009	84.010	-	16,959	16,959
Idaho Building Capacity 2009	84.010	-	155,277	155,277
SW Regional Special Ed FY '08	84.027A	-	117,703	117,703
SW Regional Special Ed FY '09	84.027A	-	343,447	343,447
Student Organizations FY '08	84.048A	-	(89)	(89)
CND Non-Traditional FY '08	84.048A	-	1,186	1,186
Perkins PACE - FY '08	84.048A	-	305	305
Perkins - Tutorial	84.048A	-	272	272
Perkins - Partnerships	84.048A	-	32	32
Perkins Program Improvement	84.048A	-	3,059	3,059
End of Course Assessments	84.048A	-	892	892
Perkins - Academic Skills Development	84.048A	-	72,421	72,421
Perkins - Secondary to Postsecondary	84.048A	-	41,611	41,611
CND - Non-Traditional	84.048A	-	988	988
Perkins - PACE FY '09	84.048A	-	30,825	30,825
Perkins - Professional Development	84.048A	-	15,792	15,792
Student Organizations	84.048A	-	26,267	26,267

See notes to schedule.

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BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF EDUCATION (continued)				
Pass Through Payments (continued)				
Perkins Program Improvement FY '09	84.048A	\$ -	\$ 62,410	\$ 62,410
Perkins - Tech Skills Assessment	84.048A	-	7,679	7,679
2008 PTE Survey	84.048A	-	15,999	15,999
Magic Valley TAH	84.215	-	89	89
Teaching American History	84.215	-	206,353	206,353
ALP Region III FY '08	84.243A	-	3,174	3,174
Advanced Learning Ptnr FY '08	84.243A	-	(6,387)	(6,387)
Perkins - ALP FY '09	84.243A	-	87,998	87,998
Perkins - ALP Reg III FY '09	84.243A	-	63,021	63,021
Perkins - ALP Contribution FY '09	84.243A	-	14,249	14,249
ICSN Charter Showcase	84.282	-	3,942	3,942
Charter Start Workshop	84.282	-	11,963	11,963
Secondary RTI Screening	84.323	18,306	-	18,306
Transition to Teaching	84.350B	-	20,160	20,160
Reading First PD 2008-2009	84.357	-	452,858	452,858
Develop Teachers Math Thinking	84.366	-	279,288	279,288
National Writing Project	84.928A	-	72,522	72,522
National Writing Project	84.928A	-	482	482
National Writing Project	84.928A	-	(21,322)	(21,322)
Radar Network Center Support	84.XXX	-	179	179
NSD Tutoring Services 2007-2008	84.XXX	-	2,169	2,169
Response to Intervention Technical Assistance	84.XXX	-	12,685	12,685
Caldwell Academy of Leadership 2	84.XXX	-	101,000	101,000
Idaho Capacity Builders-Mountain Home	84.XXX	-	130,325	130,325
Idaho Capacity Builders-Caldwell	84.XXX	-	156,583	156,583
Caldwell School District Tutoring	84.XXX	-	130,573	130,573
Reading First 2007-2008	84.XXX	-	48,776	48,776
School Improvement Technical Assistance	84.XXX	-	11,365	11,365
Principals Academy Leadership	84.XXX	-	10,745	10,745
Total U.S. Department of Education		\$ 440,338	\$ 93,066,722	\$ 93,507,060
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:				
Direct Programs:				
Enhancing Health Care Refugees	93.004	\$ 1,500	\$ -	\$ 1,500
Type XI Collagen Isoforms	93.273	(9,548)	-	(9,548)
GAIN Project	93.359	-	349	349
R15 Area Award-Oncostatin M	93.395	15,360	-	15,360
Evaluation of DNA Cross Linking	93.395	11,102	-	11,102
Evaluation of DNA Cross Linking Years 4-6	93.395	19,714	-	19,714
Oncostatin M-induced VEGF	93.396	21,791	-	21,791

See notes to schedule.

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BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES (continued):				
Direct Programs (continued):				
NIH Labrum	93.846	\$ 90,209	\$ -	\$ 90,209
Altered cAMP Reg of CD40L	93.855	35,185	-	35,185
Pass Through Payments:				
ICOA 2008 Needs Assessment B	93.044	6,496	-	6,496
Idaho Project Life - Year 2	93.048	27,573	-	27,573
Evaluation BOEOS	93.104	-	7,109	7,109
Insurance Financing	93.213	28,757	-	28,757
United Way Detox Evaluation	93.243	10,493	-	10,493
H & W Tobacco Prevention	93.283	-	18,981	18,981
NIH Subcontract from WSU	93.286	(3,620)	-	(3,620)
Health Disparities Intervention	93.307	(2,711)	-	(2,711)
INBRE YR 3 - Oxford	93.389	3,703	-	3,703
INBRE YR 3 - Rohn	93.389	(667)	-	(667)
INBRE YR 3 - Charlier	93.389	(550)	-	(550)
INBRE YR 3 - Knowlton	93.389	(807)	-	(807)
INBRE Yr 4 - Oxford	93.389	(31,847)	-	(31,847)
INBRE Yr 4 - Jorcyk	93.389	17,193	-	17,193
INBRE Yr 4 - Charlier	93.389	(691)	-	(691)
INBRE Yr 4 - Knowlton	93.389	(2,995)	-	(2,995)
INBRE YR 5 - Oxford	93.389	265,309	-	265,309
INBRE YR 5 - Jorcyk	93.389	68,332	-	68,332
INBRE YR 5 - Rohn	93.389	72,059	-	72,059
INBRE YR 5 - Charlier	93.389	69,917	-	69,917
INBRE YR 5 - Oxford 2	93.389	64,099	-	64,099
INBRE YR 5 - Knowlton	93.389	36,906	-	36,906
UNR Lithography Project	93.389	557	-	557
Selection of MRI Specs for 2D/	93.389	5,107	-	5,107
INBRE II - Core	93.389	72,750	-	72,750
INBRE II - Knowlton	93.389	224	-	224
Characterization of Enterotoxi	93.389	3,210	-	3,210
INBRE II - Cornell	93.389	28,659	-	28,659
INBRE-II - Bioinformatics	93.389	14,392	-	14,392
INBRE II - Team	93.389	1,903	-	1,903
INBRE II - Knowlton	93.389	11,491	-	11,491
INBRE II - Stevens	93.389	23,663	-	23,663
INBRE II - Mitchell	93.389	25,981	-	25,981
Child Welfare Stipend Programs	93.658	-	203,706	203,706
Foster Parent Training Contract	93.658	-	155,340	155,340
Academy Training Contract II	93.658	-	263,461	263,461
Child Welfare Center Contract II	93.658	-	302,962	302,962
Group Model of Maternity Care	93.884	5,225	-	5,225

See notes to schedule.

(continued)

BOISE STATE UNIVERSITY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

Federal Grant/Program Number	Federal CFDA Number	Research Expenditures	Non-research Expenditures	Total Expenditures
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES (continued):				
Pass Through Payments (continued):				
HFAY Rural Outreach	93.912	\$ 4,429	\$ -	\$ 4,429
HFAY Rural Outreach II	93.912	-	9,250	9,250
ID RADAR Network Center FY '08	93.959	-	149,959	149,959
Rural Family Physician Workforce - II	93.XXX	49,422	-	49,422
CAQ Pilot Project	93.XXX	2,351	-	2,351
Total U.S. Department of Health and Human Services		<u>\$ 1,061,626</u>	<u>\$ 1,111,117</u>	<u>\$ 2,172,743</u>
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:				
Pass Through Payments				
L & S Promising Practice	94.005	\$ -	\$ 46,359	\$ 46,359
Students In Service	94.007	-	1,731	1,731
Total Corporation for National and Community Service		<u>\$ -</u>	<u>\$ 48,090</u>	<u>\$ 48,090</u>
U.S. DEPARTMENT OF HOMELAND SECURITY:				
Pass Through Payments				
NFA Training	97.043	\$ -	\$ (41)	\$ (41)
NFA Training FY '09	97.043	-	6,206	6,206
Total U.S. Department of Homeland Security		<u>\$ -</u>	<u>\$ 6,165</u>	<u>\$ 6,165</u>
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT:				
Direct Programs:				
Reconstruct Fire/Dist Sawtooth	98.XXX	\$ 6,407	\$ -	\$ 6,407
Pass Through Payments:				
Dev. of Materials Conn. Centre	98.002	36,921	-	36,921
Total United States Agency for International Development		<u>\$ 43,328</u>	<u>\$ -</u>	<u>\$ 43,328</u>
Total Federal Expenditures		<u>\$ 10,337,429</u>	<u>\$ 98,826,272</u>	<u>\$ 109,163,701</u>
See notes to schedule.				

(1) Student Financial Aid Cluster is combined and displayed as a major program.

(2) TRIO Cluster is combined and displayed as a major program.

BOISE STATE UNIVERSITY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009**1. BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes federal grant activity of the University and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirement of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. Therefore, some amounts presented on this schedule many differ from amounts presented in, or used in the preparation of, the basic financial statements.

2. UNIVERSITY ADMINISTERED LOAN PROGRAMS

The University administers the following loan programs:

Loan Program	Number	Loan Balances
Federal Perkins	84.038	\$ 10,444,921
Nursing Student		\$ 5,765

Total loan expenditures and disbursements of the Department of Education (Perkins) student financial assistance programs for the year ended June 30, 2009 are identified below:

Loan Program	Number	Loan Disbursements
Federal Perkins	84.038	\$ 885,492

The expenditures reported in the Schedule of Expenditures of Federal Awards include the administrative cost allowances and the Federal Capital Contribution for the year ended June 30, 2009.

BOISE STATE UNIVERSITY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2009

3. SUBRECIPIENTS

Of the federal expenditures presented in the schedule, the University provided federal awards to subrecipients as follows:

Program	Federal CFDA Number	Amount Provided to Subrecipients
USDA Utilizing GPR & Solute	10.206	\$ 4,999
EDA University Center FY '08	11.303	7,014
EDA University Center FY '09	11.303	100,118
NIST General FY '08	11.611	25,153
NIST General FY '09	11.611	198,489
DEPSCOR '08	12.431	20,386
Depscor Micro-Propulsion	12.800	3,500
DARPA FFY 2005	12.910	174,154
DARPA 3-D Tech for Adv. Sensor	12.910	204,716
Reconfigurable Electronics	12.910	90,266
SBA CY '08	59.037	130,866
SBA CY '09	59.037	114,287
Hydrogeophysical Characterization	66.606	15,028
EPA Multi-Purpose Sensors	66.606	21,995
DOE Wind Energy	81.087	861
SW Regional Special Ed FY09	84.027	17,400
Improving Metacomprehension	84.305	85,324
INBRE YR 5 - Rohn	93.389	17,150
Spacial & Temporal Variations	43.XXX	13,793
Forecasting for Wind Energy	81.XXX	4,860
Caldwell Academy of Ldrship 2	84.XXX	100,000
Idaho Capacity Bldrs-Caldwell	84.XXX	(1,272)
Rural Fam Phys Wrkfr - II	93.XXX	20,500
Total Subrecipients		\$ <u>1,369,587</u>

APPENDIX B**SCHEDULE OF STUDENT FEES**

The following table sets forth the Student Fees of the University at the rates in effect for the current fiscal year. The amounts shown as Estimated Annual Revenue reflect the University's estimates based on actual collections for the summer term and fall semester of 2009 and estimates of collections for the spring semester of 2010.

The University's estimates include certain assumptions concerning refunds, late fees and other variables with respect to individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University's best estimate of fee revenues. The number of students used to calculate Estimated Annual Revenue is less than the total number of full-time-equivalent students as a result of the University's policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. Prior to fall semester 2009, students taking eight or more credit hours paid University fees as full-time students. Effective with the fall semester 2009, the State Board of Education redefined full-time undergraduate students as students taking 12 credit hours or more and full time graduate students as students taking nine credit hours or more per semester.

**SCHEDULE OF STUDENT FEES
FOR THE FISCAL YEAR ENDING JUNE 30, 2010⁽¹⁾**

	FULL TIME FEES ⁽²⁾		RATE PER CREDIT HOUR	PART TIME FEES ⁽²⁾		TOTAL ANNUAL ESTIMATED REVENUE
	RATE PER SEMESTER	ANNUAL ESTIMATED REVENUE		RATE PER CREDIT HOUR	ANNUAL ESTIMATED REVENUE	
	Fall and Spring			Fall and Spring		
TUITION	\$1,552.80	\$37,237,549	\$161.57	\$168.52	\$14,023,088	\$51,260,637
FACILITY FEES						
General Building Fee	99.00	2,374,110	9.00	9.00	779,077	3,153,187
Capital Expenditure Reserve Fee	5.00	119,905			0	119,905
SUB Construction Fee	27.00	647,484	2.70	2.70	233,723	881,208
Residence Hall Construction Fee	57.00	1,366,912	5.70	5.70	493,416	1,860,327
Recreation Facility Fee	65.00	1,558,759	6.50	6.50	562,667	2,121,426
Facilities Fee	210.00	5,035,990	20.50	20.50	1,774,565	6,810,555
Health and Wellness Ctr. Facility Fee	<u>40.00</u>	<u>959,236</u>	<u>4.00</u>	<u>4.00</u>	<u>346,257</u>	<u>1,305,493</u>
Subtotal Facility Fees	\$ 503.00	\$12,062,396	\$ 48.40	\$ 48.40	\$ 4,189,706	\$16,252,101
TECHNOLOGY FEES						
Student Support System Tech Fee	23.00	551,561	2.40	2.15	193,579	745,140
Technology Fee-Computer Labs	<u>27.25</u>	<u>653,480</u>	<u>3.00</u>	<u>3.00</u>	<u>259,692</u>	<u>913,172</u>
Subtotal Technology Fees	\$ 50.25	\$ 1,205,040	\$ 5.40	\$ 5.15	\$ 453,272	\$ 1,658,312
ACTIVITY FEES						
Intercollegiate Athletics	101.00	2,422,071	-	9.65	547,151	2,969,222
Student Health Center	39.50	947,246	4.10	4.10	354,913	1,302,159
Student Union Operations	87.50	2,098,329	9.25	8.75	772,369	2,870,698
Associated Student Body	12.80	306,956	1.28	1.28	110,802	417,758
University News	6.00	143,885	0.25	0.25	21,641	165,526
Student Program Board	6.00	143,885	0.50	0.50	43,282	187,168
BSU Radio	2.00	47,962	-	-	0	47,962
Campus Recreation	30.25	725,422	3.90	3.05	289,406	1,014,828
Drama, Music and Theatre Arts	1.50	35,971	-	-	0	35,971
Alumni Activities	3.50	83,933	-	0.35	19,845	103,778
Scholarships	15.00	359,714	-	-	0	359,714
Child Care Center Operations	7.00	167,866	0.70	0.70	60,595	228,461
Volunteer Services Board	1.90	45,564	0.10	0.10	8,656	54,220
Distinguished Lecture Series	2.00	47,962	0.20	0.20	17,313	65,275
Marching Band	6.50	155,876	-	0.65	36,855	192,731
Cultural Center	<u>3.50</u>	<u>83,933</u>	<u>0.35</u>	<u>0.35</u>	<u>30,297</u>	<u>114,231</u>
Subtotal Activity Fees	<u>325.95</u>	<u>\$ 7,816,575</u>	<u>20.63</u>	<u>29.93</u>	<u>2,313,125</u>	<u>10,129,701</u>
TOTAL GENERAL FEES—RESIDENT	<u>\$2,432.00</u>	<u>\$58,321,560</u>	<u>\$236.00</u>	<u>\$252.00⁽⁴⁾</u>	<u>\$20,979,190</u>	<u>\$79,300,751</u>
OTHER FEES/TUITION						
Graduate/Professional	446.00	444,688	47.00	49.00	390,859	835,547
Student Health Insurance ⁽⁵⁾	-					-
Non-resident Tuition (net of waivers)	4,502.00	4,778,114		75.00	302,751	5,080,866
Western Undergraduate Exchange Fee	1,216.00	1,139,392				1,139,392
In-service				Varies	372,567	372,567
Course Overload Credit Hour Fee	252.00	254,864				254,864
Faculty Staff Fees		36,493			10,676	47,169
Senior Citizen Fees		11,186			2,247	13,433
Self Support Programs	Varies	<u>4,088,315</u>			<u>857,573</u>	<u>4,945,888</u>
Subtotal General Education Fees		<u>10,753,052</u>			<u>1,936,673</u>	<u>12,689,725</u>
TOTAL FEES		<u>\$69,074,613</u>			<u>\$22,915,863</u>	<u>\$91,990,476</u>

- (1) Includes actual fees and revenues for the summer 2009 term and the fall 2009 semester, and estimated fees and revenues for the spring 2010 semester.
- (2) Full-time undergraduate fees are charged to undergraduate students taking 12 or more credit hours. Full-time Graduate fees are charged to graduate students taking nine or more credit hours. Part-time credit hour fees are charged to students taking 11 or fewer credit hours.
- (3) For Summer, the part-time credit hour fee is charged regardless of the number of credits.
- (4) Undergraduate Students enrolled in 10 credits will pay \$2,324.00. Undergraduate Students enrolled in 11 credits will pay \$2,378.00.
- (5) Student health insurance revenues are not included as Pledged Revenues because such revenues are transferred to the insurance carrier and are not a revenue source for the University.

APPENDIX C

GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT

The following is a summary of certain terms used in the Resolution and the Official Statement. Reference is made to the Resolution for full details of all the terms upon which Series 2010 Bonds are issued and the Pledged Revenues are applied.

“Accountant’s Certificate” means a certificate signed by an independent certified public accountant of recognized standing or a firm of independent public accountants of recognized standing, selected by the University and acceptable to the Trustee (which acceptance shall not be unreasonably withheld), who may be the accountant or firm of accountants who regularly audit the books of the University, *provided* that, if the Trustee shall fail to so accept, it shall deliver to the University a statement of its reasons for such non-acceptance.

“Act” means the Educational Institutions Act of 1935, codified in Title 33, Chapter 38, Idaho Code, as the same shall be amended from time to time.

“Activity Fees” shall include such fees designated and set from time to time by the Board or the University, imposed upon each full-time and part-time on-campus student in attendance at the University. Currently such fees include: intercollegiate athletics, student health center, student union and housing operations, associated student body, university news, student program board, BSU radio, campus recreation, drama, music and theater arts, alumni activities, scholarships, outdoor program, child care center operations, service learning program, volunteer services board, student identification system, distinguished lecture series, and marching band. Although described as an Activity Fee in certain University documents, revenues from student fees collected for student health insurance which are paid to a third-party vendor are not included in the definition of Activity Fees for purposes of generating Pledged Revenues under the Resolution.

“Additional Bonds” means any bonds which the University may issue pursuant to the Resolution, secured by all or a portion of the Pledged Revenues, as may be amended from time to time.

“Authorized Officer of the University” means the Bursar or a representative designated by the Bursar.

“Auxiliary Enterprises” means all facilities of the University generating Sales and Services Revenues, including the System.

“Beneficial Owner(s)” means the owners of any Bonds whose ownership is recorded under the Book-Entry System maintained by the Securities Depository.

“*Board*” means the Board of Trustees of the University.

“*Bond Fund*” means the fund by that name created under the Resolution, consisting of (1) a Debt Service Account and (2) a Debt Service Reserve Account.

“*Bonds*” means all Bonds issued pursuant to the Resolution.

“*Bursar*” means the officer so designated by the University as chief financial officer of the University, currently the Vice President for Finance and Administration of the University, including any acting Bursar designated by the University.

“*Business Day*” means a day, other than Saturday or Sunday, on which banks located in the states of Idaho, Minnesota, Utah and Washington or in any city where the principal corporate trust office of the Trustee is located, are open for the purpose of conducting commercial banking business.

“*Capital Expenditure Reserve Fee*” means the fee assessed against full-time and part-time students at the University, as said fee now exists and may hereafter be revised by the Board.

“*Cede & Co.*” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“*Code*” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

“*Construction Fund*” means the fund by that name created under the Resolution, from which the Costs of Issuance and the Costs of Acquisition and Construction of a Project shall be paid.

“*Consultant’s Report*” means a report signed by an independent financial consultant or other independent consultant, selected by the University and approved by the Trustee (which approval shall not unreasonably be withheld), as may be appropriate to the subject of the report, and including:

- i. a statement that the person or firm making or giving such report has read the pertinent provisions of the Resolution to which such report relates;
- ii. a brief statement as to the nature and scope of the examination or investigation upon which the report is based; and
- iii. a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said independent financial consultant or other independent consultant to express an informed opinion with respect to the subject matter referred to in the report.

“Cost(s) of Issuance” means printing, rating agency fees, legal fees, underwriting fees, fees and expenses of the Trustee, bond insurance premiums, if any, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of a Series of Bonds.

“Cross-over Date” means with respect to Cross-over Refunding Bonds the date on which the principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

“Cross-over Refunded Bonds” means Bonds refunded by Cross-over Refunding Bonds.

“Cross-over Refunding Bonds” means Bonds issued for the purpose of refunding Bonds if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of state law requirements, to secure the payment on an applicable Redemption Date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

“Debt Service” for any period means, as of any date of calculation, an amount equal to the Principal Installment and interest accruing during such period on the Bonds, plus any Payment due under a Parity Payment Agreement. Such Debt Service on the Bonds shall be calculated on the assumption that no portion of the Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installment on the Bonds on the due date thereof. For any Series of Variable Rate Bonds bearing interest at a variable rate which cannot be ascertained for any particular Fiscal Year, it shall be assumed that such Series of Variable Rate Bonds will bear interest at a fixed rate equal to the higher of (i) the average of the variable rates applicable to such Series of Variable Rate Bonds during any twenty-four month period ending within 30 days prior to the date of computation, or (ii) 110% of the *Bond Buyer 25 Revenue Bond Index* most recently published prior to the computation date but bearing interest at a fixed rate. There shall be excluded from “Debt Service” (i) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, and (ii) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 57-504, Idaho Code, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.

“Debt Service Account” means the account of that name created within the Bond Fund under the Resolution.

“Debt Service Reserve Account” means the account of that name created within the Bond Fund under the Resolution.

“DTC” means The Depository Trust Company, New York, New York.

“DTC Participants” means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Estimated Pledged Revenues” means, for any year, the estimated Pledged Revenues for such year, based upon estimates prepared by the Bursar and approved in accordance with procedures established by the Board. In computing Estimated Pledged Revenues, Pledged Revenues may be adjusted as necessary to reflect any changes to the (i) schedule of fees for use of the System, (ii) the Student Union and Housing Fee, or (iii) other charges adopted and to become effective not later than the next succeeding Fiscal Year of the University and any estimated gain in enrollments of students subject to payment of fees in the academic year next succeeding the delivery of a series of Bonds in connection with which an estimate is made. In estimating Operation and Maintenance Expenses, recognition shall be given to any other revenues which may be designated by the Board, and to any anticipated change in the Operation and Maintenance Expenses. Amounts reasonably anticipated to be paid from sources other than Pledged Revenues may be excluded from the estimated Operation and Maintenance Expenses.

“Estimated Revenues Available for Debt Service” means, for any year, the Revenues Available for Debt Service for such year, based upon estimates prepared by the Bursar and approved in accordance with procedures established by the Board. In computing Estimated Revenues Available for Debt Service, Pledged Revenues may be adjusted as necessary to reflect any changed schedule of fees or other charges adopted and to become effective not later than the next succeeding Fiscal Year of the University and any estimated gain in enrollments of students subject to payment of fees in the academic year next succeeding the delivery of a Series of Bonds in connection with which an estimate is made.

“Event of Default” means one or more of the events described under the caption, “Events of Default” in APPENDIX D.

“F&A Recovery Revenues” means the revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University.

“Facility Fees” shall consist of the Student Building Fee, the Student Union and Housing Fee, the Capital Expenditure Reserve Fee and Recreation Facility Fee.

“Fiscal Year” means the annual accounting period of the University, beginning July 1 in a year and ending June 30 of the following year.

“General Account Appropriated Funds” means general account appropriated funds of the State of Idaho which in accordance with governmental accounting standards and the University’s audited financial statements are treated as non-operating revenues and accordingly such revenues are not included in the definition of Other Operating Revenues for purposes of generating Pledged Revenues under the Resolution, and in any event are excluded from Pledged Revenues.

“General Education Fees” shall consist of the part-time credit hour fee, graduate/professional fee, tuition, the western undergraduate exchange fee, the in-service fee, the overload fee, and such other fees as the University shall hereafter establish.

“Generally Accepted Accounting Principles” means those accounting principles applicable in the preparation of financial statements of business corporations as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

“Investment Income” shall include investment earnings on all University funds and accounts.

“Investment Securities” means any securities authorized to be acquired by the Treasurer of the State of Idaho pursuant to Section 67-1210 and 67-1210A, Idaho Code, or any successor Code section specifying legal investments.

“Mandatory Redemption Amount” means the mandatory deposits established under the related Supplemental Resolution.

“Matriculation Fee” means the general education fee charged for maintenance and operation of physical plant, student services, and institutional support for full-time students enrolled in academic credit courses and professional-technical education pre-employment, preparatory programs, as said fee now exists and may hereafter be revised by the Board.

“Maximum Annual Debt Service” means an amount equal to the greatest annual Debt Service with respect to the Bonds for the current or any future Fiscal Year.

“Net Proceeds,” when used with reference to any Series of Bonds, means the aggregate principal amount of the Series of Bonds, less the Costs of Issuance.

“Operation and Maintenance Expenses” with respect to the Auxiliary Enterprises, means all actual operation and maintenance expenses incurred by the University in any particular Fiscal Year or period to which said term is applicable or charges made therefor during such Fiscal Year or period, but only if such charges are made in conformity with Generally Accepted Accounting Principles.

Operation and Maintenance Expenses include, but are not limited to, costs for ordinary repairs, renewals and replacements of the Auxiliary Enterprises, for salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, fees and charges of financial, banking or other institutions for letters of credit, standby credit facilities, reimbursement agreements and remarketing, indexing and tender agent agreements to secure any Series of Bonds, training of personnel, taxes and other governmental charges imposed by other than the University, fuel costs, and any other current expenses or

obligations required to be paid by the University under the provisions of the Resolution or by law, all to the extent properly allocable to the Auxiliary Enterprises.

Notwithstanding the first sentence of this definition, Operation and Maintenance Expenses do not include depreciation or obsolescence charges or reserves therefor; amortization of intangibles or other bookkeeping entries of a similar nature; interest charges and charges for the payment or amortization of principal of bonded or other indebtedness of the University; costs or charges which under Generally Accepted Accounting Principles are properly chargeable to the capital account or the reserve for depreciation and do not include losses from the sale, abandonment, reclassification, revaluation or other disposition of any part of the Auxiliary Enterprises or such property items which are capitalized pursuant to the then existing accounting practice of the University.

“Other Operating Revenues” means revenues received by the University generated from miscellaneous sources, *i.e.*, certain non-auxiliary advertising, vending in non-auxiliary facilities, postage and printing.

“Outstanding,” when used with reference to the Bonds, as of any particular date, means the Bonds which have been issued, sold and delivered under the Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

“Payment Date” means the date upon which a payment of Debt Service on the Bonds shall be due and payable.

“Pledged Revenues” means (i) Student Fees, (ii) Sales and Services Revenues, (iii) the F&A Recovery Revenues, (iv) Other Operating Revenues, (v) Investment Income, and (vi) such other revenues as the Board shall designate as Pledged Revenues. Notwithstanding the definitions set forth above and, in particular, notwithstanding clause (vi) of paragraphs A, B, C and D above, in no event shall Pledged Revenues include (i) General Account Appropriated Funds or (ii) Restricted Fund Revenues.

“President” means the president of the Board.

“Principal Installment” means, as of any date of calculation and with respect to any Series of Bonds then Outstanding, (A) the principal amount of Bonds of such Series due on a certain future date for which no Mandatory Redemption Amounts have been established, or (B) the unsatisfied balance of any Mandatory Redemption Amount due on a certain future date for Bonds of such Series, plus the amount of the mandatory redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Mandatory Redemption Amount, or (C) if such future dates coincide as to different Bonds of such Series, the sum of such principal amount of Bonds and of such unsatisfied balance of such Mandatory Redemption Amount due on such future date plus such applicable redemption premiums.

“Private Person” means any natural person engaged in a trade or business, the United States of America or any agency thereof, or any trust, estate, partnership, association, company or corporation. A state or local governmental unit is not a private person.

“Private Person Use” means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

“Project” means any “project”, as defined in the Act, that is financed with the proceeds of Bonds issued under the Resolution.

“Project Account” means an account established by the University within the Construction Fund for a Project.

“Rebate Fund” means the fund by that name established by the Resolution.

“Record Date” means the 15th day of the calendar month next preceding any interest payment date.

“Recreation Facility Fee” means the Recreation Facility Fee designated and set from time to time by the Board, imposed upon each full-time and part-time on-campus student in attendance at the University.

“Registered Owner or Owner(s)” means the person or persons in whose name or names the Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of the Resolution.

“Resolution” or *“Original Resolution”* means the Resolution adopted by the Board on September 17, 1992, providing for the issuance of General Revenue Bonds, as from time to time amended and supplemented by Supplemental Resolutions.

“Restricted Fund Revenues” means all revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

“Revenue Fund” means the fund by that name established under the Resolution.

“Revenues Available for Debt Service” means:

A. Revenues in clauses (i), (iii), (iv), (v), and (vi) of the subsection of the definition of Pledged Revenues then in effect (*i.e.*, subsection A, B, C or D); and

B. Revenues in clause (ii) of the subsection of the definition of Pledged Revenues then in effect, less Operation and Maintenance Expenses of the Auxiliary Enterprises.

“Sales and Services Revenues” means all revenues generated through operations of the Auxiliary Enterprises, including revenues of the System. These revenues include revenues generated through housing and student union operations; bookstore sales; event sales from the Pavilion, Bronco Stadium, Morrison Center and Select-a-seat; parking charges; recreation center activity charges; and other miscellaneous operations. Sales and Services Revenues also include revenues generated incidentally to the conduct of instruction, research and public service activities, such as unrestricted revenues generated by the University’s public radio station, testing services provided by University labs, and sales of scientific and literary publications.

“Secretary” means the secretary of the Board.

“Securities Depository” means The Depository Trust Company, New York, New York, or any successor Securities Depository appointed pursuant to the Resolution.

“Service and Activity Fees” shall consist of the Facility Fees, the Activity Fees, and the Technology Fees, and such other fees as the University shall hereafter establish and impose upon each full-time and part-time student in attendance at the University.

“Student Building Fee” or *“General Building Fee”* means the Student Building Fee designated and set from time to time by the Board, imposed upon each full-time and part-time on-campus student in attendance at the University.

“Student Fees” shall consist of the Matriculation Fee, the Service and Activity Fees, and the General Education Fees.

“Student Union and Housing Fee” means the fee established by the Board, the revenues of which are Pledged Revenues for the Bonds, as said fee now exists and may hereafter be revised by the Board.

“Student Union and Housing System” or *“System”* means the University’s system of (i) dormitory, apartment and family student housing facilities, and facilities related thereto; (ii) the University’s Student Union Building; and (iii) all other housing, dining, student union and related auxiliary facilities which may hereafter be added to the Student Union and Housing System.

“Supplemental Resolution” means any resolution amending or supplementing the terms of the Resolution in full force and effect which has been duly adopted and approved by the University under the Act, but only if and to the extent that such Supplemental Resolution is adopted in accordance with the provisions of the Resolution.

“Technology Fees” shall include the technology fee charged for campus technology enhancements and operations and the student support system fee, as assessed against full-time and part-time students at the University, and as said fees now exist and may hereafter be revised by the Board or the University.

“Trustee” means U.S. Bank National Association, Salt Lake City, Utah, which shall also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Series 2010 Bonds, or its successors in functions, as now or hereafter designated.

“University” means Boise State University, a body politic and corporate established pursuant to Section 33-4001, Idaho Code.

“Variable Rate Bonds” means as of any date of calculation, Bonds, the terms of which on such date of calculation are such that interest thereon for any future period of time is expressed to be calculated at a rate that is not susceptible of precise determination.

“Written Certificate of the University” means an instrument in writing signed on behalf of the University by a duly authorized officer thereof. Every Written Certificate of the University, and every certificate or opinion of counsel, consultants, accountants or engineers provided for herein shall include: (A) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Resolution to which such certificate, request, statement or opinion relates; (B) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based; (C) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (D) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

APPENDIX D

SUMMARY OF PROVISIONS OF THE RESOLUTION

The following is a summary of certain provisions contained in the Resolution and is not to be considered as a full statement thereof. Reference is made to the Resolution for full details of all the terms upon which Series 2010 Bonds are issued and the application of the Pledged Revenues. The Resolution, including all Supplemental Resolutions, are on file at the office of the University, 1910 University Drive, Room 210, Boise, Idaho 83725. See also “THE SERIES 2010 BONDS” and “SECURITY FOR THE SERIES 2010 BONDS” in the body of the Official Statement.

ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

Establishment of Funds. The following funds are established under the Resolution:

- i. Revenue Fund, to be held by the University;
- ii. Construction Fund, to be held by the University;
- iii. Bond Fund, consisting of a (a) Debt Service Account and (b) a Debt Service Reserve Account (which is not required under the Resolution to be funded), to be held by the Trustee; and
- iv. Rebate Fund, to be held by the University.

The Trustee and the University may establish one or more subaccounts within such funds from time to time as shall be necessary.

Revenue Fund; Debt Service Account; Flow of Funds. The University shall deposit all Pledged Revenues into the Revenue Fund. Moneys in the Revenue Fund shall be transferred to the Trustee for deposit in the Debt Service Account in the Bond Fund not later than five days before any Payment Date, an amount equal to Debt Service coming due on such Payment Date. The Trustee shall pay out of the Debt Service Account to the Registered Owners of the Bonds entitled to such payment, on or before each Payment Date, the amount of Debt Service payable on such date.

Amounts remaining in the Revenue Fund at the end of any Fiscal Year in excess of the amounts necessary to make the payments required above may be applied by the University, free and clear of the lien of the Resolution, to the extent permitted by law, (i) to the redemption of Bonds, or (ii) for any other lawful purpose of the University.

Construction Fund. Bond proceeds to be used for construction costs and Costs of Issuance relating to a Project shall be deposited in the applicable Project Account in the

Construction Fund. Income received from the investment of moneys in any Project Account in the Construction Fund shall be credited to such Project Account.

The completion date of a Project shall be evidenced by a certificate of the University, which shall be filed with the Trustee as soon as practicable upon completion of the Project, stating (1) that such Project has been completed substantially in accordance with the plans and specifications applicable thereto, as from time to time amended, (2) the date of such completion date and (3) the amount, if any, required for the payment of any remaining costs of construction of such Project. If such certificate or a subsequent certificate of the University shall state that the balance in the Project Account (in excess of the amount, if any, required for payment of any remaining costs of construction of the Project) is no longer needed to pay costs of construction of the Project, any remaining balance in the Project Account shall, to the extent permitted under applicable law and covenants regarding the use of proceeds of the Bonds, be (i) used to purchase Bonds, (ii) deposited into the Debt Service Account in the Bond Fund, (iv) transferred into another Project Account to pay costs of construction of a Project, or (v) used for any other purpose for which proceeds of Bonds may be used under applicable law and covenants regarding the use of proceeds of Bonds.

Before any payment is made from any Project Account in the Construction Fund, the University shall execute a Written Certificate showing, with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid and certifying that the obligation to be paid was incurred and is a proper charge against the Project Account in the Construction Fund and in a reasonable amount against the Project Account in the Construction Fund and has not been theretofore included in a prior Written Certificate, and that, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order.

Investment of Funds. Moneys held in any Fund or Account shall be invested and reinvested by the University or the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund or Account.

ADDITIONAL BONDS

Prior to the issuance of Additional Bonds, the University shall file with the Trustee the following documents:

- i. A copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds.
- ii. A Written Certificate of the University to the effect that, upon delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution with respect to any Bonds Outstanding.

iii. For so long as any of the Pre-2003 Bonds are Outstanding, a Consultant's Report, and at any time that all of the Pre-2003 Bonds shall cease to be Outstanding, a Written Certificate signed by an Authorized Officer of the University, in either case setting forth the then estimated completion date and the then estimated cost of construction of the Project being financed by the Additional Bonds.

(iv) A Written Certificate of the University showing that Estimated Revenues Available for Debt Service (assuming completion of the proposed Project on its then estimated completion date) will equal at least 110% of the Maximum Annual Debt Service on all Bonds then Outstanding and the Additional Bonds proposed to be issued for (1) each of the Fiscal Years of the University during which any of the Bonds or Additional Bonds will be Outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized, or (2) the University's current Fiscal Year and any succeeding Fiscal Year during which any of the Bonds or Additional Bonds will be Outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (the "*Additional Bonds Certificate*").

Refunding Bonds. The University may issue Additional Bonds for the purpose of refunding any Outstanding Bonds issued under the Resolution, *provided* that the Debt Service in each year on the refunding bonds does not exceed by more than \$25,000 the Debt Service on the Bonds being refunded. The University may also issue Additional Bonds for the purpose of refunding any other obligations of the University, *provided* that the University shall file with the Trustee the following documents:

(i) A copy of the Supplemental Resolution that shall authorize the issuance of the Additional Bonds and that shall provide that any revenues securing such obligations to be refunded shall become part of the Pledged Revenues securing the Bonds issued under the Resolution;

(ii) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution; and

(iii) The Additional Bonds Certificate described above.

COVENANTS OF THE UNIVERSITY

Punctual Payment of Bonds. The University will punctually pay or cause to be paid the principal or redemption price and the interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of the Resolution.

Covenant Regarding Pledged Revenues. The University shall establish and maintain the Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues

Available for Debt Service in each Fiscal Year equal to not less than 110% of the Debt Service on the Bonds Outstanding for each such Fiscal Year.

Existence of University. The University will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

Accounts and Reports. The University will at all times keep, or cause to be kept, proper books of record and accounts in accordance with generally accepted accounting principles in which complete and accurate entries shall be made of all transactions relating to the System and the Pledged Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee or the Registered Owners of not less than five percent of the Bonds then Outstanding, or their representatives authorized in writing.

The University will place on file with the Trustee promptly upon the receipt thereof by the University and in any event annually within six months after the close of each Fiscal Year, a copy of its annual audit report covering the operations of the University and certified by a Certified Public Accountant. Such report shall provide such information as is necessary to evidence compliance with applicable agreements and covenants made by the University in the Resolution.

The University shall file with the Trustee (i) forthwith upon becoming aware of any Event of Default under the Resolution, a Written Certificate of the University specifying such Event of Default; and (ii) no later than 120 days following the end of each Fiscal Year, a Written Certificate of the University stating that, to the best of the knowledge and belief of the authorized officer of the University executing such Written Certificate, except for any Event of Default then existing which shall have been specified in the Written Certificate of the University referred to in (i) above, the University has kept, observed, performed, and fulfilled each and every one of its covenants and obligations contained in the Resolution, and there does not exist at the date of such Written Certificate any Event of Default by the University under the Resolution or other event which, with the lapse of time specified in the Resolution, would become an Event of Default, or, if any such Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

Compliance with the Resolution. The University will not issue, or permit to be issued, any Bonds in any manner other than in accordance with the provisions of the Resolution, and will not suffer or permit any default to the Resolution, but will faithfully observe and perform all the covenants, conditions, and requirements thereof. The University will make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or facilitate the performance of the Resolution, and for better assuring and confirming unto the Registered Owners of the Bonds of the rights, benefits, and security provided in the Resolution.

Power to Issue Bonds and to Pledge Pledged Revenues and Other Funds. The University is duly authorized under all applicable laws to issue the Bonds and to adopt the Resolution and to pledge the Pledged Revenues and other moneys, securities, and funds purported to be pledged by the Resolution in the manner and to the extent provided in the Resolution. The Bonds and the

provisions of the Resolution are and will be the valid and legally enforceable obligations of the University in accordance with their terms and the terms of the Resolution. The University shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of the Pledged Revenues and other moneys, securities, and funds pledged under the Resolution and all the rights of the Registered Owners under the Resolution against all claims and demands of all persons whomsoever.

Power to Own and Operate the System and Collect Fees. The University has, and will have so long as any Bonds are Outstanding, good right and lawful power to own and operate the System and to fix and collect the Pledged Revenues.

Tax Covenants. The University covenants for the benefit of the Owners of any tax-exempt Bonds (“*Tax-Exempt Bonds*”) that it will not take any action or omit to take any action with respect to Tax-Exempt Bonds, the proceeds thereof, any other funds of the University, or any Project if such action or omission (i) would cause the interest on the Tax-Exempt Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103(a) of the Code, (ii) would cause interest on the Tax-Exempt Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would cause interest on the Tax-Exempt Bonds to lose its exclusion from State taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Tax-Exempt Bonds until the date on which all obligations of the University in fulfilling the above covenant under the Code have been met. The University agrees to comply with all of its covenants set forth in any tax certificate with respect to any Series of Tax-Exempt Bonds.

MODIFICATION OR AMENDMENT OF RESOLUTION

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution and pursuant to the affirmative vote at a meeting of Registered Owners, or with the written consent without a meeting, (i) of the Registered Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Registered Owners of at least 60% in principal amount of the Bonds of each Series so affected and then Outstanding, and (iii) in case the modification or amendment changes the terms of any Mandatory Redemption Amounts, of the Registered Owners of at least 60% in principal amount of the Bonds of the particular Series and maturity entitled to such Mandatory Redemption Amounts and then Outstanding; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Registered Owners of Bonds of such Series shall not be required and Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section. No such modification or amendment shall (x) extend the fixed maturity of any Bond, or reduce the principal amount or redemption price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the

Registered Owner of each Bond so affected, or (y) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution, without the consent of the Registered Owners of all of the Bonds then Outstanding, or (z) without its written consent thereto, modify any of the rights or obligations of the Trustee.

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may also be modified or amended at any time by a Supplemental Resolution, without the consent of any Registered Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

- i. to add to the covenants and agreements of the University in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the University;
- ii. to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the University may deem necessary or desirable, and which shall not adversely affect the interests of the Trustee or the Registered Owners of the Bonds;
- iii. to provide for the issuance of a Series of Bonds, and to provide the terms and conditions under which such Series of Bonds may be issued, subject to the requirements described above under “ADDITIONAL BONDS”; and
- iv. to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated public obligations pursuant to the applicable provisions of state law.

EVENTS OF DEFAULT AND REMEDIES OF REGISTERED OWNERS

Events of Default. The following are Events of Default under the Resolution:

- i. failure to make the due and punctual payment of any Principal Installment of a Bond when and as the same shall become due and payable, whether at maturity, by call for redemption, or declaration or otherwise;
- ii. failure to make the due and punctual payment of any installment of interest on any Bond or any Mandatory Redemption Amount, when and as such interest installment or any Mandatory Redemption Amount shall become due and payable;
- iii. failure by the University to perform or observe any other of the covenants, agreements, or conditions on its part in the Resolution or in the Bonds contained, and such default shall continue for a period of 30 days after written notice thereof to the University by the Trustee specifying such failure and requiring the same to be remedied, which 30-day period may not be extended by more than 30 additional days without the prior consent of certain insurers of the Bonds;

iv. a judgment for the payment of money shall be rendered against the University, and any such judgment shall not be discharged within 120 days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof;

v. dissolution or liquidation of the University or the filing by the University of a voluntary petition in bankruptcy, or the commission by the University of any act of bankruptcy, or adjudication of the University as a bankrupt, or assignment by the University for the benefit of its creditors, or the entry by the University into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the University in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

vi. an order or decree shall be entered, with the consent or acquiescence of the University, appointing a receiver or receivers of any Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the University, shall not be vacated or discharged or stayed within 90 days after the entry thereof;

vii. any event of default specified in a Supplemental Resolution;

In the case of an Event of Default, unless the Outstanding amount of the Bonds shall have already become due and payable, the Trustee (by 30 days' written notice to the University), or the Registered Owners of not less than 25% of the Bonds then Outstanding (by notice in writing to the University and the Trustee), with the consent of certain bond insurers, may declare the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in the Resolution or in the Bonds contained to the contrary notwithstanding.

RIGHTS AND REMEDIES OF REGISTERED OWNERS

No Registered Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to the Resolution, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Registered Owner has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Registered Owners of not less than 25% in principal amount of the Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee;

(3) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(4) the Trustee, for 60 days after its receipt of such notice, request, and offer of indemnity, has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Registered Owners of a majority in principal amount of the Bonds; it being understood and intended that no one or more Registered Owner of Bond shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Resolution to affect, disturb, or prejudice the rights of any other Registered Owner of Bonds, or to obtain or to seek to obtain priority or preference over any other Registered Owner, or to enforce any right under the Resolution, except in the manner provided and for the equal and ratable benefit of all the Registered Owners of Bonds.

The Registered Owners of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, *provided* that:

(1) such direction shall not be in conflict with any rule of law or the Resolution,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Registered Owners not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

DEFEASANCE

DISCHARGE OF INDEBTEDNESS

If the University shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of all Bonds, the principal of or redemption price, if applicable, and interest due or to become due thereon, if applicable, at the times and in the manner stipulated therein and in the Resolution, or such Bonds shall have been deemed to have been paid as provided in the Supplemental Resolution authorizing a Series of Bonds, then the pledge of any Pledged Revenues, and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the University to the Registered Owners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the University to be prepared and filed with the University and, upon the request of the University, shall execute and deliver to the University all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the University all

moneys or securities held by it pursuant to the Resolution which are not required for the payment of principal or redemption price, if applicable, on Bonds.

Bonds or interest installments the payment or redemption for which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph. All Outstanding Bonds of any Series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph if (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to mail to the Registered Owners of such Bonds, notice of redemption of such Bonds on said date, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or government securities, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal, or redemption price, as applicable and interest due and to become due if applicable on the Bonds.

APPENDIX E

PROPOSED FORM OF

CONTINUING DISCLOSURE UNDERTAKING

FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (B)(5) OF RULE 15C2-12

[TO BE DATED CLOSING DATE]

This Continuing Disclosure Undertaking (the “*Agreement*”) is executed and delivered by Boise State University (the “*Issuer*”) in connection with the issuance of its \$_____ General Revenue Bonds, Series 2010A (the “*Series 2010A Bonds*”) and \$_____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds—Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Bonds*”). The Bonds are being issued pursuant to a Resolution Providing for the issuance General Revenue Bonds, adopted September 17, 1992, as supplemented and amended, including by a Supplemental Resolution adopted _____, 2010 (the “*Resolution*”).

In consideration of the issuance of the Bonds by the Issuer and the purchase of such Bonds by the beneficial owners thereof, the Issuer covenants and agrees as follows:

1. **PURPOSE OF THIS AGREEMENT.** This Agreement is executed and delivered by the Issuer as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule (as defined below). The Issuer represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the Issuer prepared pursuant to the standards and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent's successors and assigns. Initially, U.S. Bank National Association is appointed as the Dissemination Agent pursuant to the Dissemination Agency Agreement dated the date hereof, between the Issuer and U.S. Bank National Association.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Material Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II* that is material, as materiality is interpreted under the Exchange Act.

Material Events Disclosure means dissemination of a notice of a Material Event as set forth in Section 5.

MSRB means the Municipal Securities Rulemaking Board.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

SID means the public or private repository designated by the State as the state information depository and recognized as such by the Commission for purposes of the Rule.

State means the State of Idaho.

Undertaking means the obligations of the Issuer pursuant to Sections 4 and 5.

3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds are as follows:

APRIL 1
OF THE YEAR

PRINCIPAL
AMOUNT

CUSIP
NUMBER

\$

The Final Official Statement relating to the Bonds is dated _____, 2010 (the “*Final Official Statement*”). The Issuer will include the CUSIP Number in all disclosure described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 9 of this Agreement, the Issuer hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA and to the SID, if any, in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission or the State, with respect to any SID, at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Issuer will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA and the SID, if any) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. MATERIAL EVENTS DISCLOSURE. Subject to Section 9 of this Agreement, the Issuer hereby covenants that it will disseminate in a timely manner Material Events Disclosure to EMMA and to the SID, if any, in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission or the State, with respect to any SID, at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Resolution.

6. DUTY TO UPDATE SID. The Issuer shall determine, in the manner it deems appropriate, the name and address of the then existing SID each time it is required to file information therewith.

7. CONSEQUENCES OF FAILURE OF THE ISSUER TO PROVIDE INFORMATION. The Issuer shall give notice in a timely manner to EMMA and to the SID, if any, of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Issuer to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause the Issuer to provide the information as required by this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with this Agreement shall be an action to compel performance.

8. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Issuer by resolution or ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

- (a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Issuer, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Issuer (such as the Trustee), or by approving vote of Bondholders pursuant to the terms of the Resolution at the time of the amendment.

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Material Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Issuer shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

9. TERMINATION OF UNDERTAKING. The Undertaking of the Issuer shall be terminated hereunder if the Issuer shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Resolution. The Issuer shall give notice in a timely manner if this Section is applicable to EMMA and to the SID, if any.

10. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

If a SID has been designated by the State, the Issuer shall be obligated to provide information for purposes of this Agreement to such SID only to the extent required by the laws of the State.

11. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Material Event. If the Issuer is changed, the Issuer shall disseminate such information to EMMA and the SID, if any.

12. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. RECORDKEEPING. The Issuer shall maintain records of all Annual Financial Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. ASSIGNMENT. The Issuer shall not transfer its obligations under the Resolution unless the transferee agrees to assume all obligations of the Issuer under this Agreement or to execute an Undertaking under the Rule.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

Dated the date first above written.

BOISE STATE UNIVERSITY

By _____
Vice President for Finance and
Administration

Address: 1910 University Drive
Boise, Idaho 83725

EXHIBIT I**ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED
FINANCIAL STATEMENTS**

“Annual Financial Information” means financial information and operating data of the type contained in the Official Statement under the following captions: “SECURITY FOR THE SERIES 2010 BONDS—Historical Revenues Available for Debt Service,” “DEBT SERVICE REQUIREMENTS” and “APPENDIX B—Schedule of Student Fees,” exclusive of Audited Financial Statements.

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA and to the SID, if any, or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the SID, if any, or the Commission. The Issuer shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA and to the SID, if any, by 180 days after the last day of the Issuer’s fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

Audited Financial Statements will be prepared in accordance with Government Accounting Standards Board principles. Audited Financial Statements will be submitted to EMMA and to the SID, if any within 30 days after availability to Issuer.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Issuer will disseminate a notice of such change as required by Section 4.

EXHIBIT II**EVENTS WITH RESPECT TO THE BONDS
FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED**

1. Principal and interest payment delinquencies
2. Non-payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions or events affecting the tax-exempt status of the security
7. Modifications to the rights of security holders
8. Bond calls
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities
11. Rating changes

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

[TO BE DATED CLOSING DATE]

Re:

\$ _____

Boise State University
General Revenue Bonds,
Series 2010A

\$ _____

Boise State University
Taxable General Revenue Bonds,
Series 2010B
(Build America Bonds—Issuer Subsidy)

We hereby certify that we have examined certified copy of the proceedings of the Board of Trustees (the “*Board*”) of Boise State University, an institution of higher education and a body politic and corporate of the State of Idaho (the “*University*”), including certified copy of the Supplemental Resolution adopted by the Board on _____, 2010 (the “*Supplemental Resolution*”), authorizing the issuance by the University of its \$ _____ General Revenue Bonds, Series 2010A (the “*Series 2010A Bonds*”) and \$ _____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds—Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Series 2010 Bonds*”). The Series 2010 Bonds are issued and secured under the Resolution Providing for the Issuance of General Revenue Bonds, adopted September 17, 1992, as supplemented and amended, including by the Supplemental Resolution.

The Series 2010A Bonds are dated as of their date of original issuance and delivery and mature on April 1 of each of the years and in the amounts and bear interest as follows:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
	\$	%

The Series 2010B Bonds are dated as of their date of original issuance and delivery and mature on April 1 of each of the years and in the amounts and bear interest as follows:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
	\$	%

The Series 2010 Bonds are subject to redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Series 2010 Bonds and in the Resolution. The Series 2010 Bonds are issuable as fully registered bonds, without coupons, in the denomination of \$5,000 or any whole multiple thereof.

The Series 2010 Bonds are being issued under the authority of Title 33, Chapter 38 Idaho Code, as amended (the “Act”), for the purpose of financing a portion of the cost of acquisition and construction of a College of Business and Economics building and paying costs of issuance of the Series 2010 Bonds.

Based on such examination, we are of the opinion that such proceedings show lawful authority for the issuance of the Series 2010 Bonds under the laws of the State of Idaho now in force and that:

(1) The Board has the power under the Act to adopt the Resolution on behalf of the University and the University has the authority to issue the Series 2010 Bonds, and the Resolution has been duly and lawfully adopted by the Board, is in full force and effect and is valid and binding upon the University and is enforceable in accordance with its terms (except (i) as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors’ rights generally or usual equity principles in the event equitable remedies are sought and (ii) to the extent that the obligations of the University under the Resolution are subject to the exercise in the future by the State of Idaho and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the power delegated to it by the federal constitution), and no other authorization for the Resolution is required.

(2) The Resolution creates the valid pledge that it purports to create of the Pledged Revenues (as defined in the Resolution), moneys, securities and funds held or set aside under the Resolution, subject to the application thereof to the purposes and on the conditions permitted by the Resolution.

(3) The Series 2010 Bonds are valid and binding general obligations of the University (subject to the limitations contained in, and application of the Pledged Revenues as provided in, the Resolution), enforceable in accordance with their terms

(except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies are sought) and the terms of the Resolution, and the Series 2010 Bonds are entitled to the benefits of the Resolution and the Act, and the Series 2010 Bonds have been duly and validly authorized and issued in accordance with law and the Resolution.

(5) All actions, conditions and things required by the constitution and laws of the State of Idaho to happen, exist and be performed precedent to the issuance and sale of the Series 2010 Bonds have been complied with.

(6) Subject to the University's compliance with certain covenants, interest on the Series 2010A Bonds (i) is excludable from gross income of the owners thereof for federal income tax purposes, (ii) is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, and (iii) is not taken into account in computing adjusted current earnings, which is used as an adjustment in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause interest on the Series 2010A Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2010A Bonds. Ownership of the Series 2010A Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Series 2010A Bonds.

(7) The Series 2010A Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

(8) Under present law, interest on the Series 2010B Bonds is not excludable from gross income of the owners thereof for federal income tax purposes. Ownership of the Series 2010B Bonds may result in other federal income tax consequences to certain taxpayers. Bondholders should consult their own tax advisors concerning tax consequences of ownership of the Series 2010B Bonds.

(9) Subject to the University's compliance with certain covenants, under the laws of the State of Idaho as presently enacted and construed, interest on the Series 2010 Bonds is not subject to the income tax or the franchise tax imposed by the State of Idaho under the Idaho Income Tax Act; *provided however* that we express no opinion concerning whether interest on the Series 2010 Bonds held by a S Corporation is subject to the income tax or the franchise tax imposed by the State of Idaho. Failure of the University to comply with such requirements could result in interest on the Series 2010 Bonds being subject to the income tax and franchise tax under the Idaho Income Tax Act retroactively to the date of the issuance of the Series 2010 Bonds. Ownership or disposition of the Series 2010 Bonds may result in other Idaho tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Series 2010 Bonds. Bond counsel has expressed no opinion with respect to taxation under any other provisions of Idaho law. Prospective purchasers

of the Series 2010 Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

We further certify that we have examined the form of the Series 2010 Bonds prescribed by the Resolution and find the same to be in due form of law.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Series 2010 Bonds.

In rendering this opinion, we have relied upon certificates of the University with respect to certain material facts within its knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

We are informing you of the following, as required under Treas. Reg. §10.35, which is contained in the rules of practice before the Internal Revenue Service, commonly known as Circular 230. The advice contained in this letter is not intended or written by Chapman and Cutler LLP or any of its attorneys to be used, and it cannot be used by any taxpayer, including the University, for the purpose of avoiding penalties that may be imposed on the taxpayer. The advice was written to support the promotion or marketing of the Series 2010 Bonds. Each taxpayer other than the University should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Chapman and Cutler LLP imposes no restrictions or limitations on disclosing the content of this letter or of any details of the structure of the Series 2010 Bonds or on the tax treatment or tax structure of the Series 2010 Bonds and the use of proceeds thereof.

Respectfully submitted,

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SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Sale of

Boise State University
\$_____ General Revenue Bonds,
Series 2010A

and

Boise State University
\$_____ General Revenue Bonds,
Series 2010B
(Build America Bonds–Issuer Subsidy)

ADOPTED APRIL 22, 2010

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SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$_____ General Revenue Bonds, Series 2010A and \$_____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy) of Boise State University; authorizing the execution and delivery of a Bond Purchase Agreement and a Continuing Disclosure Undertaking; and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2010 Bonds.

* * * * * *

WHEREAS, Boise State University (the “*University*”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the constitution and laws of the State of Idaho; and

WHEREAS, the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the “*Board*”), is authorized, pursuant to Title 33, Chapter 38, Idaho Code, to issue bonds for “projects,” as defined in such act; and

WHEREAS, on September 17, 1992, the Board adopted a Resolution Providing for the Issuance of General Revenue Bonds, as supplemented and amended (the “*Resolution*”); and

WHEREAS, the Board has determined to issue its \$_____ General Revenue Bonds, Series 2010A (the “*Series 2010A Bonds*”) and \$_____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Series 2010 Bonds*”) pursuant to Title 33, Chapter 38, Idaho Code, and Title 57, Chapter 5, Idaho Code (collectively, the “*Act*”), and the Resolution, for the purpose of financing a portion of the cost of acquisition and construction of a College of Business and Economics building and related facilities (the “*Series 2010 Project*”) and paying costs of issuance of the Series 2010 Bonds;

WHEREAS, in satisfaction of Section 33-3805 of the Act, the Board has determined that the Series 2010 Project is necessary for the proper operation of the University and is economically feasible;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY AS FOLLOWS:

ARTICLE I**DEFINITIONS**

Section 101. Definitions. (a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Bond Purchase Agreement” means the Bond Purchase Agreement dated April 22, 2010, between the Board and the Underwriter, pursuant to which the Series 2010 Bonds are to be sold.

“Bond Register” means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2010 Bonds.

“Book-Entry System” means the book-entry system of registration of the Series 2010 Bonds described in Section 210 of this Supplemental Resolution.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking with respect to the Series 2010 Bonds.

“DTC” means The Depository Trust Company, New York, New York.

“DTC Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“Representation Letter” means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

“Resolution” means the Resolution Providing for the Issuance of General Revenue Bonds, adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

“Securities Depository” means DTC or any successor Securities Depository appointed pursuant to Section 211.

“Series 2007A Bonds” means the University’s General Revenue and Refunding Bonds, Series 2010A.

“*Series 2007A Project Account*” means the account by such name created with respect to the Series 2007A Bonds.

“*Series 2010A Project Account*” means the account created by Section 302 of this Supplemental Resolution.

“*Series 2010B Project Account*” means the account created by Section 302 of this Supplemental Resolution.

“*Series 2010 Project Accounts*” means, collectively the Series 2010A Project Account and the Series 2010B Project Account.

“*Trustee*” means U.S. Bank National Association, Salt Lake City, Utah, and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2010 Bonds.

“*Underwriter*” means Barclays Capital Inc.

The terms “*hereby*,” “*hereof*,” “*hereto*,” “*herein*,” “*hereunder*,” and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

Section 102. Authority for Supplemental Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2010 BONDS

Section 201. Authorization of Series 2010 Bonds, Principal Amount, Designation and Series. In order to provide funds to finance the Cost of Acquisition and Construction of the Series 2010 Project and pay costs of issuance of the Series 2010 Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, two Series of General Revenue Bonds are hereby authorized to be issued in the aggregate principal amounts of \$_____ and \$_____, respectively. Such Series of Bonds shall be designated “General Revenue Bonds, Series 2010A” and “Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy),” respectively. The Series 2010 Bonds shall be issued only in fully-registered form, without coupons.

The Series 2010 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. The Series 2010 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

Section 202. Finding and Purpose. The Board hereby finds, determines and declares that (i) in satisfaction of Section 33-3805 of the Act, the Series 2010 Project is necessary for the proper operation of the University and is economically feasible, and (ii) the requirements of

Article VII of the Resolution will have been complied with upon the delivery of the Series 2010 Bonds.

Section 203. Issue Date. The Series 2010 Bonds shall be dated the date of their original issuance and delivery.

Section 204. Series 2010 Bonds. (a) The Series 2010A Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:

APRIL 1 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
------------------------	--------------------	------------------

(b) The Series 2010B Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:

APRIL 1 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
------------------------	--------------------	------------------

(c) The Series 2010 Bonds shall bear interest from their dated date, payable on October 1, 2010, and semiannually thereafter on each April 1 and October 1.

Section 205. Sale of Series 2010 Bonds. The Series 2010 Bonds authorized to be issued herein are hereby sold to the Underwriter at an aggregate purchase price equal to (i) with respect to the Series 2010A Bonds, \$_____, representing the principal amount of the Series 2010A Bonds, plus [net] original issuance premium of \$_____, and (ii) with respect to the Series 2010B Bonds, \$_____, representing the principal amount of the Series 2010B Bonds, on the terms and conditions set forth in the Bond Purchase Agreement. To evidence the acceptance of the Bond Purchase Agreement, the Bursar is hereby authorized to execute and deliver, on behalf

of the Board and the University, the Bond Purchase Agreement, in the form presented at this meeting.

The use of the final Official Statement (the “*Official Statement*”) of the University in connection with the sale of the Series 2010 Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such Official Statement and deliver such Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2010 Bonds and other interested persons, which signature shall evidence such approval. The use of the Preliminary Official Statement dated April 8, 2010, by the Underwriter and the actions of the University, including the certification by the Bursar deeming the Preliminary Official Statement final pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended (“*Rule 15c2-12*”) in connection with the offering of the Series 2010 Bonds, are hereby acknowledged, approved and ratified.

In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the Series 2010 Bonds that the University shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking is hereby ratified and approved in all respects, and the Bursar is hereby authorized to execute and deliver the Continuing Disclosure Undertaking in substantially the form set forth in APPENDIX E to the Official Statement.

The Bursar of the University, the President of the Board (the “*President*”), and the Secretary of the Board (the “*Secretary*”) are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

Section 206. Execution and Delivery of Series 2010 Bonds. The Series 2010 Bonds shall be manually executed on behalf of the University by the President of the Board and the Bursar of the University, and attested by the Secretary of the Board. The Series 2010 Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution.

Section 207. Redemption of Series 2010 Bonds. (a) [The Series 2010A Bonds maturing on or before April 1, 2020, shall not be subject to call or redemption prior to their stated dates of maturity. On April 1, 2020 or on any date thereafter, at the election of the University, the Series 2010A Bonds maturing on or after April 1, 2021, shall be subject to redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution and this section, at a price of 100% of the principal amount of the Series 2010A Bonds to be redeemed, plus accrued interest to the redemption date.]

[(b) On April 1, 2020 or on any date thereafter, at the election of the University, the Series 2010B Bonds maturing on or after April 1, 2021, shall be subject to redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution and this section, at a price of 100% of the principal amount of the Series 2010B Bonds to be redeemed, plus accrued interest to the redemption date.]

[(c) The Series 2010B Bonds maturing on April 1, _____ shall be subject to redemption in part by operation of sinking fund installments, upon notice as provided in Section 4.3(A) of the Resolution and this section, at a redemption price equal to 100% of the principal amount of the Series 2010B Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
------------------------	--------------------------------

*

*

Stated maturity.]

[(d) The Series 2010B Bonds are subject to redemption prior to maturity at the option of the University, in whole or in part on any Business Day prior to April 1, 2020, at the Make-Whole Redemption Price. The “*Make-Whole Redemption Price*” is the greater of (i) 100% of the principal amount of the Series 2010B Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2010B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12 30-day months, at the “Treasury Rate” (defined below) plus ____ basis points, plus, in each case, accrued and unpaid interest on the Series 2010B Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

“*Treasury Rate*” means, with respect to any redemption date for a particular Series 2010B Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“*Comparable Treasury Issue*” means, with respect to any redemption date for a particular Series 2010B Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life of the Series 2010B Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2010B Bonds to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2010B Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers appointed by the University.

“Reference Treasury Dealer” means each of the four firms, specified by the University from time to time, that are primary United States Government securities dealers in the City of New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the University will substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2010B Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.

[(f) The Series 2010B Bonds are subject to redemption prior to their maturity, on any Business Day prior to April 1, 2020, at the option of the University, in whole or in part, upon the occurrence of an Extraordinary Event, at a redemption price (the *“Extraordinary Optional Redemption Price”*) equal to the greater of (i) 100% of the principal amount of the Series 2010B Bonds to be redeemed; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2010B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360- day year consisting of 12 30-day months, at the Treasury Rate, plus ____ basis points; plus, in each case, accrued interest on the Series 2010B Bonds to be redeemed to the redemption date.

For purposes of determining the Extraordinary Optional Redemption Price, *“Treasury Rate,”* shall have the meanings described above under the caption, “Make-Whole Redemption.” An *“Extraordinary Event”* will have occurred if a material adverse change has occurred to Section 54AA or 6431 of the Code (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009, pertaining to “Build America Bonds”) pursuant to which the University’s 35% cash subsidy payment from the United States Treasury is reduced or eliminated. At the request of the Trustee, the redemption price of the Series 2010B Bonds to be redeemed at the option of the University will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the University at the University’s expense to calculate such redemption price. The Trustee and the University may

conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

(g) Each notice of redemption shall be given as provided in Section 4.3(A) of the Resolution, and shall include the information required with respect redemption notices provided pursuant to 4.3(C)(1) of the Resolution. In addition, with respect to any notice of optional redemption of Series 2010 Bonds, unless upon the giving of such notice such Series 2010 Bonds shall be deemed to have been paid within the meaning of Article XII of the Resolution, such notice may state that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2010 Bonds to be redeemed, and that if such money shall not have been so received, said notice shall be of no force and effect and the University shall not be required to redeem such Series 2010 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption shall not be made and the Trustee shall promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Section 208. Form of Series 2010 Bond. The Series 2010 Bonds are hereby authorized to be issued in the form set forth in Exhibit A attached hereto and incorporated herein by this reference.

Section 209. Submittal to Attorney General. There shall promptly be submitted to the Attorney General of the State of Idaho by the Secretary of the Board, a certified copy of this Supplemental Resolution, together with the proceedings relating to their adoption, in order that the Attorney General may examine and pass upon the validity of the Series 2010 Bonds and the regularity of such proceedings, in the manner and with the effect specified in the Act.

Section 210. Book-Entry-Only System. (a) The Series 2010 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2010 Bonds, except in the event that the Trustee issues Replacement Bonds, as provided below. It is anticipated that during the term of the Series 2010 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2010 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2010 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on the Series 2010 Bonds and all notices with respect to the Series 2010 Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2010 Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the book-entry system of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more Series 2010 Bond certificates (the “*Replacement Bonds*”) to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial

Owners' interests in the Series 2010 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2010 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2010 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2010 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2010 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2010 Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the Series 2010 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Bond Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of the Resolution, the terms of the Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 211. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the Series 2010 Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of Series 2010

Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 301. Creation of Accounts. There are hereby established in the Construction Fund a Project Account designated as “Series 2010A Project Account” and a Project Account designated as “Series 2010B Project Account,” to be held by the University.

Section 302. Application of Proceeds of Series 2010 Bonds; Transfer of Proceeds of the Series 2007A Bonds. (b) The proceeds of the sale of the Series 2010A Bonds (net of a \$_____ fee paid to the Underwriter for its services with respect to the Series 2010A Bonds), together with the proceeds of the Series 2007A to be transferred pursuant to paragraph (b), shall be deposited into the Series 2010A Project Account for the payment of costs of issuance of the Series 2010A Bonds and a portion of the Costs of Acquisition and Construction of the Series 2010 Project. The proceeds of the sale of the Series 2010B Bonds (net of a \$_____ fee paid to the Underwriter for its services with respect to the Series 2010B Bonds) shall be deposited into the Series 2010B Project Account for the payment of costs of issuance of the Series 2010B Bonds and a portion of the Costs of Acquisition and Construction of the Series 2010 Project.

(b) The proceeds of the Series 2007A Bonds that are on deposit in the Series 2007A Project Account are hereby authorized to be transferred to the Series 2010A Project Account, on or about the date of issuance of the Series 2010 Bonds, and to be used to pay a portion of the Costs of Acquisition and Construction of the Series 2010 Project. The University shall not apply proceeds of the Series 2010 Bonds to the payment of Costs of Acquisition and Construction of the Series 2010 Project (other than costs of issuance of the Series 2010 Bonds) until the proceeds of the Series 2007A Bonds, including any interest earnings thereon, have been expended.

Before any payment is made from the Series 2010 Project Accounts, the University shall execute a Written Certificate as required by Section 5.4(E) or 5.4(F), as applicable, of the Resolution.

ARTICLE IV

ARTICLE IV

MISCELLANEOUS

Section 401. Other Actions With Respect to the Series 2010 Bonds. The officers and employees of the University shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action

necessary in conformity with the Act to carry out the issuance of the Series 2010 Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2010 Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Board or the Bursar shall be unavailable to execute the Series 2010 Bonds or the other documents that they are hereby authorized to execute, the same may be executed by the President, the Bursar, or any Vice President of the Board or the University.

Section 402. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the Series 2010 Bonds, but the holders of the Series 2010 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 403. Conflicting Resolutions; Effective Date. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED AND APPROVED this 22nd day of April, 2010.

BOARD OF TRUSTEES OF BOISE STATE
UNIVERSITY

President

ATTEST:

Secretary

[SEAL]

EXHIBIT A**[FORM OF SERIES 2010 BONDS]**

R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF IDAHO****BOISE STATE UNIVERSITY
[TAXABLE] GENERAL REVENUE BONDS,
SERIES 2010[A][B (BUILD AMERICA BONDS–ISSUER SUBSIDY)]**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	April 1, ____	_____, 2010	_____

Registered Owner:

Principal Amount: ----- DOLLARS -----

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the “*University*”), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2010, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE, OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of the Bonds is payable solely from Pledged Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of the Bonds. For a more particular description of the Bond

Fund, the revenues to be deposited therein, and the nature and extent of the security for the Bonds, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the “*Bond Register*”) maintained by U.S. Bank National Association, Salt Lake City, Utah (the “*Trustee*”). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the [Taxable] General Revenue Bonds, Series 2010[A][B] (Build America Bonds–Issuer Subsidy)] (the “*Series 2010[A][B] Bonds*”), of the University issued in the aggregate principal amount of \$_____ for the purpose of financing a portion of the cost of acquisition and construction of a College of Business and Economics building and paying costs of issuance of the Series 2010[A][B] Bonds. The Series 2010[A][B] Bonds are issued pursuant to and in full compliance with the constitution and statutes of the State of Idaho, particularly Title 57, Chapter 5, Idaho Code, and a Resolution Providing for the Issuance of General Revenue Bonds, duly adopted and authorized by the Board of Trustees of the University (the “*Board*”) on September 17, 1992, as previously supplemented and amended, and as further supplemented by a Supplemental Resolution adopted by the Board on April 22, 2010, authorizing the issuance of the Series 2010 Bonds (collectively, the “*Resolution*”).

[[Except as provided below,] The Series 2010[A][B] Bonds maturing on or before April 1, 2020, shall not be subject to call or redemption prior to their stated dates of maturity. On April 1, 2020 or on any date thereafter, at the election of the University, the Series 2010[A][B] Bonds maturing on or after April 1, 2021, shall be subject to redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution and this section, at a price of 100% of the principal amount of the Series 2010[A][B] Bonds to be redeemed, plus accrued interest to the redemption date.]

[The Series 2010B Bonds maturing on April 1, _____ shall be subject to redemption in part by operation of sinking fund installments, upon notice as provided in Section 4.3(A) of the Resolution and this section, at a redemption price equal to 100% of the principal amount of the Series 2010B Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:

APRIL 1
OF THE YEAR

MANDATORY
REDEMPTION AMOUNT

*

* Stated maturity.]

The Series 2010B Bonds are subject to redemption prior to maturity at the option of the University, in whole or in part on any Business Day prior to April 1, 2020, at the Make-Whole Redemption Price. The “*Make-Whole Redemption Price*” is the greater of (i) 100% of the principal amount of the Series 2010B Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2010B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12 30-day months, at the “Treasury Rate” (defined below) plus ___ basis points, plus, in each case, accrued and unpaid interest on the Series 2010B Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

“*Treasury Rate*” means, with respect to any redemption date for a particular Series 2010B Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“*Comparable Treasury Issue*” means, with respect to any redemption date for a particular Series 2010B Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life of the Series 2010B Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2010B Bonds to be redeemed.

“*Comparable Treasury Price*” means, with respect to any redemption date for a particular Series 2010B Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers appointed by the University.

“Reference Treasury Dealer” means each of the four firms, specified by the University from time to time, that are primary United States Government securities dealers in the City of New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the University will substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2010B Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.]

The Series 2010B Bonds are subject to redemption prior to their maturity, on any Business Day prior to April 1, 2020, at the option of the University, in whole or in part, upon the occurrence of an Extraordinary Event, at a redemption price (the *“Extraordinary Optional Redemption Price”*) equal to the greater of (i) 100% of the principal amount of the Series 2010B Bonds to be redeemed; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2010B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12 30-day months, at the Treasury Rate, plus ____ basis points; plus, in each case, accrued interest on the Series 2010B Bonds to be redeemed to the redemption date.

For purposes of determining the Extraordinary Optional Redemption Price, *“Treasury Rate,”* shall have the meanings described above under the caption, *“Make-Whole Redemption.”* An *“Extraordinary Event”* will have occurred if a material adverse change has occurred to Section 54AA or 6431 of the Code (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009, pertaining to *“Build America Bonds”*) pursuant to which the University’s 35% cash subsidy payment from the United States Treasury is reduced or eliminated. At the request of the Trustee, the redemption price of the Series 2010B Bonds to be redeemed at the option of the University will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the University at the University’s expense to calculate such redemption price. The Trustee and the University may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

The Series 2010[A][B] Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (*“DTC”*).

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Series 2010[A][B] Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Series 2010[A][B] Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee. Upon such transfer, a new Series 2010 Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the other Series 2010[A][B] Bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board and countersigned and attested by the Bursar of the University, and a facsimile or original of the official seal of the University to be imprinted hereon, as of this ____ day of May, 2010.

BOISE STATE UNIVERSITY

By _____
President,
Board of Trustees

By _____
Bursar

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Boise State University [Taxable] General Revenue Bonds, Series 2010[A][B] (Build America Bonds–Issuer Subsidy)], described in the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signature

Date of Authentication: _____.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right	(Cust) (Minor)
		of survivorship and not as	under Uniform Transfers to Minors Act of
		tenants in common	_____
			(State)

Additional abbreviations may also be used
though not in the list above.

For value received _____ hereby sells,
assigns and transfers unto

INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints
_____ Attorney to register the transfer of said Bond on
the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

VALIDATION CERTIFICATE

I hereby certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond conform to and show lawful authority for the issuance thereof in accordance with the provisions of Title 33, Chapter 38, Idaho Code, as amended. Such bond has been issued in accordance with the Constitution and laws of the State of Idaho and shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by Title 33, Chapter 38, Idaho Code, and to have been issued, sold, executed, and delivered in conformity with the Constitution and laws of the State of Idaho and to be valid and binding and enforceable in accordance with its terms, and such bond is incontestable for any cause.

Hon. Lawrence Wasden
Attorney General

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BOISE STATE UNIVERSITY
\$_____ GENERAL REVENUE BONDS,
SERIES 2010A

and

BOISE STATE UNIVERSITY
\$_____ GENERAL REVENUE BONDS,
SERIES 2010B
(BUILD AMERICA BONDS—ISSUER SUBSIDY)

BOND PURCHASE AGREEMENT

April 22, 2010

Boise State University
Attn: Stacy Pearson, Vice President
for Finance and Administration
1910 University Drive
Boise, Idaho 83725

Ladies and Gentlemen:

The undersigned, Barclays Capital Inc., as underwriter (the “*Underwriter*”), hereby offers to enter into this Bond Purchase Agreement (the “*Purchase Agreement*”) with Boise State University (the “*University*”), which, upon the acceptance by the University of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon the University and the Underwriter.

This offer is made subject to your acceptance and approval on or before 5:00 p.m. Mountain Time on the date hereof, and until so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the University by the Underwriter at any time prior to the execution and acceptance hereof by the University. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter defined Resolution.

ARTICLE I

Section 1.1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but not less than all, of the University’s \$_____ General Revenue Bonds, Series 2010A (the

“*Series 2010A Bonds*”) and \$_____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Bonds*”), for a total purchase price of \$_____, representing the principal amount of the Bonds, plus [net] original issue premium of \$_____ (the “*Purchase Price*”). In consideration for its services, the University agrees to pay to the Underwriter a fee of \$_____ (the “*Underwriter’s Fee*”).

Section 1.2. The Bonds. The Bonds are being issued for the purpose of financing a portion of the cost of acquisition and construction of a College of Business and Economics building and paying costs of issuance of the Bonds.

The Bonds shall be dated as of their date of delivery, shall bear interest at the rates, mature in the amounts and on the dates as set forth in SCHEDULE I hereto, and shall be subject to redemption prior to maturity as set forth in the Supplemental Resolution (defined below). The Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted September 17, 1992, as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented by a Supplemental Resolution adopted April 22, 2010 (the “*Supplemental Resolution*” and, together with the Master Resolution, the “*Resolution*”) by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the “*Board*”), substantially in the form heretofore delivered to the Underwriter, with only such changes therein as shall be mutually agreed upon between us. The Series 2010A Bonds shall be issued as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986 (the “*Code*”). The District will designate the Series 2010B Bonds as “build America bonds” under Section 54AA(d) and as “qualified bonds” under Section 54AA(g) of the Code.

The Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the “*Pledged Revenues*”), on a parity with all bonds now outstanding under the Resolution (collectively, the “*Outstanding Parity Bonds*”) and any additional bonds hereafter issued under the Resolution.

Section 1.3. Official Statement; Continuing Disclosure. (a) The Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter is herein called the “*Official Statement*”).

(b) The University has previously deemed the Official Statement “final” as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (“*Rule 15c2-12*”), and the University hereby authorizes the use of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. The University agrees to provide to the Underwriter, on or prior to the Closing Date, and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the “end of the underwriting period” (as defined below), any event shall occur, or any preexisting fact shall become known, of which the University has knowledge which might or would cause the Official Statement as then supplemented or amended to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University, at its expense, shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

(d) For purposes of this Purchase Agreement, the “end of the underwriting period” shall mean the day of the Closing, or, if the University has been notified in writing by the Underwriter on or prior to the date of the Closing that the “end of the underwriting period” within the meaning of Rule 15c2-12 will not occur on the date of the Closing, such later date on which the “end of the underwriting period” within such meaning has occurred. In the event that the University has been given notice pursuant to the preceding sentence that the “end of the underwriting period” will not occur on the date of the Closing, the Underwriter agrees to notify the University in writing of the date it does occur as soon as practicable following the “end of the underwriting period” for all purposes of Rule 15c2-12; *provided, however*, that if the Underwriter has not otherwise so notified the University of the “end of the underwriting period” by the 90th day after the Closing, then the “end of the underwriting period” shall be deemed to occur on such 90th day unless otherwise agreed to by the University.

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the Bonds (the “*Continuing Disclosure Undertaking*” and, collectively with this Purchase Contract and the Resolution, the “*Bond Documents*”) in substantially the form attached as APPENDIX E to the Preliminary Official Statement dated April 8, 2010 (the “*Preliminary Official Statement*”), on or before the Closing Date.

Section 1.4. Public Offering. The Underwriter agrees to make an initial public offering of all the Bonds at the public offering prices set forth on the inside cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Bonds and offer and sell the Bonds

to certain dealers (including dealers depositing the Series 2010 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth on the inside cover page of the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such stabilizing, if commenced, at any time without prior notice.

Section 1.5. Closing. The “Closing Date” shall be May 13, 2010, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the “Closing.” The Closing shall take place at the offices of Chapman and Cutler LLP in Salt Lake City, Utah. On the Closing Date, the University will deliver the Bonds or cause the Bonds to be delivered to or for the account of The Depository Trust Company (“DTC”), duly executed and authenticated. The University will also deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1.1 hereof in federal funds payable to the order of the University. The Bonds will be registered in the name of Cede & Co., as nominee of DTC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY

To induce the Underwriter to enter into this Purchase Agreement, the University represents and warrants to the Underwriter as follows:

Section 2.1. The University has been duly organized and is validly existing under the Constitution and laws of the State of Idaho and has all power and authority to consummate the transactions contemplated by this Purchase Agreement and the Official Statement, including the execution, delivery and approval of all documents and agreements referred to herein or therein.

Section 2.2. The execution and delivery of the Bonds and the Bond Documents, the adoption of the Resolution, and compliance with the provisions on the University’s part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the University to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolution.

Section 2.3. (a) By all necessary official action of the University taken prior to or concurrently with the acceptance hereof, the University has duly authorized (i) the adoption of the Resolution and the issuance and sale of the Bonds, (ii) the execution and delivery of, and the

performance by the University of the obligations on its part, contained in the Bonds and the Bond Documents, (iii) the distribution and use of the Preliminary Official Statement and the execution, distribution and use of the Official Statement for use by the Underwriter in connection with the public offering of the Bonds, and (iv) the consummation by it of all other transactions described in the Official Statement, the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the University in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(b) This Purchase Agreement has been duly authorized, executed and delivered, the Resolution has been duly adopted, and this Purchase Agreement and the Resolution constitute the legal, valid and binding obligations of the University, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and the Continuing Disclosure Undertaking, when duly executed and delivered, will constitute legal, valid and binding obligations of the University, enforceable in accordance with its terms.

(c) The Bonds, when issued, delivered and paid for in accordance with the Resolution and this Purchase Agreement, will have been duly authorized, executed, issued and delivered by the University and will constitute the valid and binding obligations of the University, enforceable against the University in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Resolution.

(d) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Bond Documents, the issuance of the Bonds or the due performance by the University of its obligations under the Bond Documents and the Bonds, have been duly obtained.

Section 2.4. Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the University, threatened against the University: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the Series 2010A Bonds for federal income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of

the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Bond Documents.

Section 2.5. The University is not in breach of or in default under any existing constitutional provision, law, court or administrative regulation, judgment, decree or order, or any loan agreement, indenture, bond, note, resolution mortgage, lease, sublease, agreement, or other instrument to which the University is a party or by which it or its property is or may be bound, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to such extent as could have a material adverse effect on the financial condition of the University or the transactions contemplated by this Purchase Agreement and the Official Statement, or would have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds or the Bond Documents, or would in any way adversely affect the existence or powers of the University, or would in any way adversely affect the tax-exempt status of interest on the Series 2010A Bonds or the status of the Series 2010B Bonds as “qualified bonds” under Section 54AA(g) of the Code.

Section 2.6. The Bonds and the Resolution conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions, “THE SERIES 2010 BONDS” and “SECURITY FOR THE SERIES 2010 BONDS”; the proceeds of the sale of the Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption, “ESTIMATED SOURCES AND USES OF FUNDS.” The University has the legal authority to apply, and will apply or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Resolution, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2010A Bonds.

Section 2.7 The Preliminary Official Statement, as supplemented and amended through the date hereof, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the time of the University’s acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto to and including the date that is 25 days after the “end of the underwriting period,” the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which made, not misleading.

Section 2.8. The University will furnish such information and execute such instruments and take such action in cooperation with the Underwriter, at no expense to the University, as the Underwriter may reasonably request (a) to (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (b) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the University will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the University of any written notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

Section 2.9. The University is taking, and prior to the Closing Date will take, all action required as of the Closing Date to designate the Series 2010B Bonds as “build America bonds” under Section 54AA(d) and as “qualified bonds” under Section 54AA(g) of the Internal Revenue Code of 1986 (the “Code”); the federal interest subsidy under Section 6431 of the Code will be payable to the University or to the trustee for the Series 2010B Bonds on behalf of the University; and the University covenants to comply with the applicable procedures for claiming the credit.

Section 2.10. The University has not failed during the previous five years to comply with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

Section 2.11. (a) The financial statements of, and other financial information regarding, the University in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the University as of the dates and for the periods therein set forth. The financial statements of the University have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the University’s audited financial statements included in the Preliminary Official Statement and in the Official Statement. Except as described in the Preliminary Official Statement, since June 30, 2009, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement, the University, since June 30, 2009, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University’s operations.

(b) Prior to the Closing, the University will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the University. The University will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money or

incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior approval of the Underwriter.

Section 2.12. Each representation, warranty or agreement stated in any certificate signed by any officer of the University and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty or agreement by the University upon which the Underwriter shall be entitled to rely.

ARTICLE III

CLOSING CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties herein and the performance by the University of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following conditions:

(a) The representations and warranties of the University contained herein shall be true, complete and correct in all material respects at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the Bonds shall be paid to the Trustee of the Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal of or interest on any of its obligations for borrowed money.

(b) The Underwriter shall have the right to terminate this Purchase Agreement by written notification delivered to the University by the Underwriter, if at any time on or prior to the Closing Date:

(i) the Official Statement shall have been amended, modified or supplemented without the consent of the Underwriter;

(ii) any event shall occur, or any information shall become known, which makes untrue any statement of a material fact in the Official Statement or makes an omission of a fact that should be included in the Official Statement in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading,

(iii) any material adverse change in the affairs or financial condition of the University shall have occurred since the date of this Purchase Agreement

(except for changes which the Official Statement discloses are expected to occur) that, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(iv) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State of Idaho (the “*State*”), or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds;

(v) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “*Securities Act*”), or that the Resolution needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “*Trust Indenture Act*”);

(vi) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the Bonds or obligations of the general character of the Bonds are not exempt from registration under the Securities Act, or that the Resolution is not exempt from qualification under the Trust Indenture Act;

(vii) legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or the State Legislature, or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or an official statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the University pursuant to the Resolution, or with respect to (A) federal or State taxation of interest received on securities of the general character of the Series 2010A Bonds or which would have the effect of changing, directly or indirectly, the federal or State tax consequences of receipt of interest on securities of the general character of the Series 2010A Bonds in the hands of the owners thereof, or (B) the qualification or designation of bonds such as the Series 2010B Bonds as “build America bonds” or the obligation of the U.S. Treasury to make direct payments to the issuers of

such bonds, which in either case, in the opinion of the Underwriter, would adversely affect the market price of the Bonds or the ability to enforce contracts for the sale of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Underwriter, materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds;

(viii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which in the reasonable judgment of the Underwriter, materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(ix) a general banking moratorium shall have been established by federal, State or New York authorities, or there shall have occurred a general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter), or a disruption in securities settlement, payment or clearance services shall have occurred, which in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(x) there shall have occurred any new material outbreak of hostilities (including, without limitation, an act of terrorism) or new material other national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, the effect of which would, in the reasonable opinion of the Underwriter, affect materially or adversely the ability of the Underwriter to market the Bonds;

(xi) there shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that at the date of this Purchase Agreement has published a rating (or has been asked to furnish a rating on the Bonds) on any of the University's debt obligations, which action reflects a change or possible change, in the ratings accorded any such obligations of the University (including any rating to be accorded the Bonds); or

(xii) any action, suit or proceeding described in Section 2.4 or 3.1(c)(4) shall have been commenced which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) At or prior to the Closing for the Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Chapman and Cutler LLP (“*Bond Counsel*”), dated the date of Closing, in substantially the form included as APPENDIX F to the Official Statement;

(2) The opinion of Chapman and Cutler LLP, as Disclosure Counsel, dated the date of Closing and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A*;

(3) The opinion of Kevin D. Satterlee, counsel to the University, in substantially the form attached hereto as *Exhibit B*;

(4) The University’s certificate or certificates signed by its Vice-President for Finance and Administration dated the date of the Closing to the effect that (A) no litigation is pending or, to its knowledge, threatened: (i) to restrain or enjoin the collection of Pledge Revenues under the Resolution; (ii) in any way contesting or affecting any authority for the issuance of the Bonds, the validity of the Bonds, the Resolution, this Purchase Agreement, the exemption from federal income taxation of interest on the Series 2010A Bonds, or the status of the Series 2010B Bonds as “qualified bonds” under Section 54AA(g) of the Code; or (iii) in any way contesting the powers or operation of the University; (B) to the best of her knowledge, the descriptions and information contained in the Preliminary Official Statement and the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the Bonds are correct in all material respects, as of their respective dates and as of the date of Closing; (C) such descriptions and information, as of the respective dates of the Preliminary Official Statement and Official Statement, did not, and, as of the date of Closing, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution, this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking,

the Official Statement, and the form of the Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the respective dates of the Preliminary Official Statement and Official Statement that either makes untrue, as of the date of Closing, any statement or information relating to the same and contained in the Preliminary Official Statement or Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct in all material respects as of the date of Closing;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the Bonds, certified by appropriate officials of the University;

(6) Certificate of the University relating to matters affecting the tax-exempt status of interest on the Series 2010A Bonds and the status of the Series 2010A Bonds as “qualified bonds” under Section 54AA(g) of the Code, including the use of proceeds of sale of the Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the Bonds are rated [“___”] and [“___”] by Moody’s Investors Service, Inc. and Standard & Poor’s, respectively;

(8) Copies of the Official Statement related to the Bonds executed on behalf of the University;

(9) An executed counterpart of the Continuing Disclosure Undertaking;

(10) Specimen Bonds;

(11) An executed copy of Internal Revenue Service Form 8038-G, with respect to the Series 2010A Bonds, an executed copy of Internal Revenue Service Form 8038-B, with respect to the Series 2010B Bonds, and evidence of filing thereof; and

(12) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set

forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

ARTICLE IV

FEES AND EXPENSES

All expenses and costs of the University incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing of the Bonds; advertising costs; the costs of posting, printing, duplicating and mailing the Preliminary Official Statement and the Official Statement; the fees of consultants and the rating agencies; the initial fee of the Trustee in connection with the issuance of the Bonds; and the fees and expenses of Bond Counsel, Disclosure Counsel, and counsel for the University, shall be paid out of funds made available by the University. All out-of-pocket expenses of the Underwriter (except for any expenses of the University advanced by the Underwriter for which the Underwriter will be reimbursed by the University), including advertising expenses in connection with the public offering of the Bonds, travel and other expenses, and the fees and expenses of any counsel employed by it, shall be paid by the Underwriter. To facilitate the Closing, the University hereby authorizes the Underwriter to net from the Purchase Price of the Bonds the Underwriter's Fee and reduce the Purchase Price payable to the University by an equal amount.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Notices. Any notice or other communication to be given to the University under this Purchase Agreement may be given by delivering the same in writing to the University's address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Barclays Capital Inc., 701 Fifth Avenue, Suite 7101, Seattle, Washington 98104.

Section 5.2. Entire Agreement. This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

Section 5.3. No Recourse. No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

Section 5.4. Execution in Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

Section 5.5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5.6. Waiver or Modification. No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

Section 5.7. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Section 5.8. Effective Date. This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

BARCLAYS CAPITAL INC.

By _____
Richard B. King,
Director

ACCEPTED:

BOISE STATE UNIVERSITY

By _____
Stacy Pearson,
Vice President for Finance and
Administration

SCHEDULE I

[ATTACH FINAL NUMBERS FROM UNDERWRITER]

EXHIBIT A

OPINION OF DISCLOSURE COUNSEL

[TO BE DATE CLOSING DATE]

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104-7016

Re:

\$ _____
Boise State University
General Revenue Bonds,
Series 2010A

and

\$ _____
Boise State University
General Revenue Bonds,
Series 2010B
(Build America Bonds—Issuer Subsidy)

Ladies and Gentlemen:

We have acted as disclosure counsel in connection with the purchase by Barclays Capital Inc. (the “*Underwriter*”) of \$_____ General Revenue Bonds, Series 2010A (the “*Series 2010A Bonds*”) and \$_____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Bonds*”) issued on this date by Boise State University (the “*University*”). The Bonds are being issued pursuant to the terms of the Resolution Providing for the Issuance of General Revenue Bonds, adopted September 17, 1992, as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented by a Supplemental Resolution adopted April 22, 2010 (the “*Supplemental Resolution*” and, collectively with the Master Resolution, the “*Resolution*”). Capitalized terms used herein without definition shall have the meanings specified in the Preliminary Official Statement dated _____, 2010, relating to the Bonds (the “*Preliminary Official Statement*”) and the Official Statement dated April 22, 2010, relating to the Bonds (the “*Official Statement*”).

Based upon our examination of such documents and questions of law as we have deemed relevant in connection with the offering and sale of the Bonds under the circumstances described in the Official Statement, we are of the opinion that, under existing law, the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

We have rendered legal advice and assistance to the University as to the requirements of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the “*Rule*”), in connection with the preparation of its Continuing Disclosure Undertaking dated as of the date hereof (the “*Undertaking*”) for purposes of the Rule. Based upon our examination of the Undertaking, the Rule and such other documents and matters of law as we have considered necessary, we are of the opinion that, under existing law, the Undertaking complies in all material respects with the applicable requirements of the Rule; *provided, however*, no view is expressed regarding the items comprising Annual Financial Information (as defined in the Undertaking).

We have rendered assistance to the University in connection with, and have participated in the preparation of, the Preliminary Official Statement and the Official Statement and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, opinions and certificates of officers of the University and other appropriate persons. We also participated in telephone conferences with your representatives and other persons involved in the preparation of information for the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Preliminary Official Statement or Official Statement, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein, except that in our capacity as Bond Counsel in connection with the issuance of the Bonds, we have reviewed the information contained in the Preliminary Official Statement and Official Statement under the captions, “INTRODUCTION” (apart from the information contained under the caption, “–Boise State University”), “THE SERIES 2010 BONDS (apart from the information relating to The Depository Trust Company and its book-entry only system), “SECURITY FOR THE SERIES 2010 BONDS” (apart from the information contained under the captions, “–Pledged Revenues” and “–Historical Revenues Available for Debt Service,” “TAX MATTERS,” and in APPENDICES C, D, E and F, solely to determine whether such information accurately summarizes the matters described therein. Subject to the foregoing, the summary descriptions in the Preliminary Official Statement and the Official Statement under such captions and in such appendices, as of the respective dates of the Preliminary Official Statement and Official Statement and as of the date hereof, insofar as such descriptions purport to describe or summarize the matters to which such descriptions relate, are accurate summaries of such provisions in all material respects. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, except as described in this paragraph, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention which lead us to believe that the Preliminary Official Statement or the

Official Statement (apart from (i) the information relating to The Depository Trust Company and its book-entry only system and (ii) the financial statements or other financial, operating, statistical or accounting data contained therein, as to all of which we do not express any opinion or belief) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule) necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter is solely for the benefit of the Underwriter. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

EXHIBIT B

OPINION OF COUNSEL TO BOISE STATE UNIVERSITY

[TO BE DATE CLOSING DATE]

Boise State University
1910 University Drive
Boise, Idaho 83725

Chapman and Cutler LLP
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104-7016

Re: \$ _____
Boise State University
General Revenue Bonds,
Series 2010A
and
\$ _____
Boise State University
General Revenue Bonds,
Series 2010B
(Build America Bonds—Issuer Subsidy)

Ladies and Gentlemen:

As counsel to Boise State University (the “*University*”), I have reviewed certain documents in connection with the issuance and sale by the University of its \$_____ General Revenue Bonds, Series 2010A (the “*Series 2010A Bonds*”) and \$_____ Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy) (the “*Series 2010B Bonds*” and, collectively with the Series 2010A Bonds, the “*Bonds*”), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the “*Board*”), as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented and amended by the Supplemental Resolution of the Board adopted April 22, 2010, authorizing the issuance and sale

of the Bonds (the “*Supplemental Resolution*,” and, together with the Master Resolution, the “*Resolution*”); the Preliminary Official Statement dated _____, 2010 (the “*Preliminary Official Statement*”); the Official Statement dated April 22, 2010 (the “*Official Statement*”); the Bond Purchase Agreement, dated April 22, 2010, between the University and Barclays Capital Inc. (the “*Purchase Agreement*”); the Continuing Disclosure Undertaking with respect to the Bonds (the “*Continuing Disclosure Undertaking*”); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, and the Continuing Disclosure Undertaking.

2. The meeting of the Board on April 22, 2010, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the Series 2010 Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Board, the execution and delivery of the Purchase Agreement and the Continuing Disclosure Undertaking, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

4. Based upon conferences with, and representations of officials of, the University, the statements in the Preliminary Official Statement and the Official Statement under the captions, “INTRODUCTION–Boise State University,” “SECURITY FOR THE SERIES 2010 BONDS,” “THE UNIVERSITY,” and “LITIGATION,” and in “APPENDIX B–SCHEDULE OF STUDENT FEES,” are true and correct in all material respects and did not, as of their respective dates, and do not contain an untrue statement or omission of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to the Rule), it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Preliminary Official Statement and the Official Statement.

5. Except as described in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending which (i) questions the existence or powers of the Board or the University or the title to office of any present official of the Board or the University; (ii) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds or the execution and delivery of the Purchase Agreement or the Continuing Disclosure Undertaking; (iii) affects the collection of the Pledged Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of the revenues and other funds and accounts under the Resolution; (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (v) contests any authority for the issuance of the Bonds, and the adoption of the Resolution, or the execution and delivery of the Purchase Agreement, and the Continuing Disclosure Undertaking, or the validity of any proceedings taken by the University in connection with the issuance or sale of the Bonds.

Very truly yours,

Kevin D. Satterlee
University Counsel



New Issue: MOODY'S ASSIGNS A1 RATING TO BOISE STATE UNIVERSITY'S (ID) \$14 MILLION OF GENERAL REVENUE BONDS, SERIES 2010A AND 2010B (TAXABLE BUILD AMERICA BONDS); OUTLOOK IS STABLE

Global Credit Research - 08 Apr 2010

UNIVERSITY WILL HAVE \$230.3 MILLION OF RATED DEBT OUTSTANDING, INCLUDING CURRENT OFFERING

Higher Education
ID

Moody's Rating

ISSUE	RATING
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General Revenue Bonds, Series 2010A	A1
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Sale Amount \$1,300,000

Expected Sale Date 04/22/10

Rating Description Public University Revenue Bonds

Taxable General Revenue Bonds, Series 2010B	A1
---	----

Sale Amount \$12,700,000

Expected Sale Date 04/22/10

Rating Description Public University Revenue Bonds

Moody's Outlook Stable

Opinion

NEW YORK, Apr 8, 2010 -- Moody's Investors Service has assigned an A1 rating to Boise State University's (BSU) \$14 million of General Revenue Bonds, Series 2010A and 2010B (Taxable). At this time we are affirming the A1 rating on the University's outstanding debt (see RATED DEBT section below). The rating outlook is stable.

USE OF PROCEEDS: Bond proceeds will be used to finance the costs of the construction of the College of Business and Economics building and pay the costs of issuance.

LEGAL SECURITY: The Series 2010 Bonds are secured by Pledged Revenues which include student charges, auxiliary revenues, indirect cost recovery, and other various revenue sources. State appropriations and other externally restricted funds are not included in the Pledged Revenues. For certain of these revenues, the lien is subordinate to other outstanding debt until that debt either matures or is retired, with \$5 million of such senior debt outstanding. Under the Resolution, BSU has a debt service covenant and additional bonds test of at least 1.1 times. There is no debt service reserve fund. In FY 2009, Pledged Revenues of \$91.8 million covered pro-forma maximum annual debt service by 5.5 times.

The Student Union and Housing System Bonds are secured by the net revenues of the housing, dining, and student union system, mandatory student fees, and certain investment income and other funds. Under the Resolution, the University has a rate covenant and additional bonds test to maintain a minimum of 1.1 times annual debt service coverage. Pledged revenues of \$6.9 million provided 12.2 times coverage of annual debt service coverage in FY 2009. Mandatory student fees comprised 81% of net pledged revenues for the Student Union and Housing System Bonds.

INTEREST RATE DERIVATIVES: None

STRENGTHS

*Sound fundamental market position as an urban university in a growing metropolitan area, attracting a growing share of students from out-of-state (23% of first-time freshmen in fall 2009) provides the fundamental underpinning for the University's A1 rating. Enrollment grew to more than 14,500 full-time equivalent students in fall 2009, making BSU the largest public university in the State of Idaho.

*History of consistently favorable operating performance despite volatile funding environment, with a three-year average operating margin of 4.7% (FY 2007-2009) and good average debt service coverage of 2.5 times over the same period. Healthy growth of tuition revenue, which has increased at an average rate of more than 6% over the past five years, has contributed to the University's decreasing dependence on state appropriations.

*Improved philanthropic support, with the University in the midst of its first comprehensive campaign. BSU has raised \$126 million towards the \$175 million goal and resulted in average annual gifts of \$24.5 million during fiscal years 2007-2009. With nearly \$70 million of gift proceeds directed towards capital projects and the relative paucity of State capital support, fundraising will play a critical role in the funding of BSU's investment in facilities for its growing student population.

CHALLENGES

*Budget challenges at the State of Idaho (Issuer Level Rating of Aa2 with a stable outlook) have resulted in reductions in state operating support of 11.6% in FY 2010, with an additional 3% decline anticipated in FY 2011. State appropriations comprised 33.5% of Moody's adjusted operating revenue in FY 2009.

*Relatively leveraged balance sheet and operations, with additional capital investment needed to support the University's strategic plan. In FY 2009, expendable financial resources of \$161.5 million covered pro-forma debt 0.7 times and pro-forma debt to revenues were 0.9 times. While the University has identified additional capital needs, management reports no near-term borrowing plans.

*Efforts to expand research activity could be hampered by slowing of growth rate in federal funding sources. BSU has a limited research profile with only \$10.7 million of expenditures in FY 2009.

MARKET/COMPETITIVE POSITION: URBAN UNIVERSITY SERVING A GROWING METROPOLITAN AREA

Boise State University's niche as an urban university in a growing metropolitan area, with an increasingly geographically diverse student body, provides the fundamental underpinning for the University's A1 rating. BSU is the largest public institution of higher education in the state, with full-time equivalent enrollment exceeding 14,500 students in fall 2009. While enrollment has increased, student demand statistics have softened. In fall 2009, selectivity increased to 85.3% and yield declined to 48.6% from 68.7% and 67.2%, respectively, in the prior year. Management attributes the decline to other in-state institutions offering expanded financial aid packages, while the tuition discount at BSU has declined to under 28%. Matriculation rates have weakened as the University has expanded the geographic diversity of its applicant pool. In fall 2009, out-of-state students represented 23% of the applicant pool compared to 9% in 2004. Management attributes the increased geographic diversity of undergraduate and graduate applications in large part to its relatively recent athletic success which has brought national attention. Despite the weakened demand statistics, management is contemplating increasing admission standards in order to manage enrollment growth and improve student outcomes.

The University had historically served as both a comprehensive urban four-year institution as well as the community college for the area. However, the State of Idaho created a new community college, the College of Western Idaho (CWI), which started offering classes in January 2009. In the summer of 2009, the University transferred its applied technology program to CWI. Management reports that the creation of the College of Western Idaho and transfer of BSU programs resulted in a reduction of 1,157 professional technical students and was offset by an increase in academic enrollment of 426. The resulting decrease of 731 represented a tuition reduction of approximately \$2.1 million. However, CWI could serve as another source of transfer students for BSU. In fall 2009, BSU enrolled 995 transfer students compared to 2,151 first-time freshmen students. Despite the opening of CWI in January 2009, enrollment at BSU continues to increase. The weak economy has bolstered enrollment and has driven students towards full-time programs. We will continue to monitor the impact of the College of Western Idaho on BSU's enrollment and operating performance.

We believe that it will be a challenge for the University to achieve its goal of becoming a "Metropolitan Research University of Distinction." BSU's research profile is limited with expenditures of only \$10.7 million in FY 2009. Research expenditures declined nearly 26% in FY 2009 compared to the prior year, reversing a relatively healthy growth trend in recent years. The University remains committed to growing research programs, with gifts from the current comprehensive campaign targeted to provide funding for endowed faculty chairs and facilities to support its vision.

OPERATING PERFORMANCE: HISTORY OF FAVORABLE OPERATING PERFORMANCE

We anticipate that the University will continue to produce favorable operating results due to a history of careful revenue and expense management during periods of volatile state funding. During fiscal years 2007 through 2009, BSU annual operating margin averaged 4.7% resulting in an average of 2.5 times debt service coverage over the same period. Healthy growth of tuition revenue has contributed to the University's decreasing dependence on state appropriations which dropped to 33.5% in FY 2009 from 43% in FY 2002. Student generated charges, including tuition, fees, and auxiliary revenues, comprised 45% of Moody's adjusted operating revenue in FY 2009. While net tuition and fees per student has grown at a healthy rate, averaging over 6% for the past five years, BSU's net tuition and fees per student of \$5,794 in FY 2009 remains below the median for A1 rated institutions (\$6,521 based on FY 2008). Management requested and received a 9% increase in tuition and fees for FY 2011 but anticipates more modest rates of increase in tuition in the near term to maintain affordable access to higher education.

Boise State University continues to be reliant on state appropriations, which comprised 33.5% of operating revenues in FY 2009. Budgetary pressure at the State of Idaho resulted in an 11.6% decline in state appropriations during FY 2010. Management reports that the University was able to offset these cuts through a combination of expense reductions, use of stimulus funds, increased revenue, and modest use of reserves. BSU expects an additional 3% decline in State support in FY 2011. Management anticipates that additional expense reductions and revenue growth, driven by enrollment growth, will mitigate reduced support in FY 2011. Additionally, FY 2011 will be impacted by the drop off of Federal Stimulus funds which provided \$4.8 million in support to fiscal year 2010.

Moody's maintains a Aa2 issuer rating on the State of Idaho reflecting a history of conservative fiscal management, low but rising debt levels, relatively diverse economy, and low wealth levels. It is important to note that Idaho is not immune to the current economic downturn and is experiencing revenue declines similar to other states. However, the State has been quick to react to sudden revenue drops by reducing expenditures. For more information, please see Moody's report dated June 17, 2009.

BALANCE SHEET POSITION: BALANCE SHEET PROVIDES MODEST CUSHION FOR DEBT AND OPERATIONS; NO ADDITIONAL NEAR-TERM BORROWING PLANS

BSU's financial resources provide a relatively modest cushion for debt and operations. Balance sheet growth, driven by retained operating surpluses and improved philanthropic support, has helped absorb increases in debt related to the University's strategic capital investments. Despite resource growth, BSU remains leveraged from a balance sheet and operating perspective with expendable financial resources of \$161.5 million cover pro-forma debt by 0.7 and pro-forma debt to revenues of 0.9 times. While BSU has identified additional capital needs, management reports no definite near-term borrowing plans. The University's ability to absorb any additional borrowing will be contingent on growth in liquidity, sustained strong operating performance, and at least stable enrollment. Moody's expects moderate balance sheet strengthening in FY 2010 due to receipt of gifts and cash flow from operations which has historically contributed to the growth in unrestricted financial resources.

The current borrowing will finance a portion of the costs of the construction of the College of Economics and Business building, with a total cost estimated at \$37 million. The remainder of the cost will be funded by gifts, including a \$12.5 million donation from the Micron Foundation, unexpended bond proceeds, and financial reserves. Beyond the current issue, the University has identified \$22.5 million of near-term capital projects to be funded with a combination of unexpended bond proceeds, gifts, and reserves. Given the relative paucity of State support for capital projects, philanthropic support will play a critical role in the funding of BSU's investment in facilities for its growing student population.

The University is in the midst of its first comprehensive campaign. BSU has raised \$126 million towards the \$175 million goal to be completed by June 2011. Campaign proceeds will help support the University strategic academic and capital initiatives, with a majority of the proceeds to increase the endowment and roughly \$70 million for capital projects. Management reports that while the weakened economy has slowed progress on the campaign, the University exceeded its goal on a recent fundraising initiative for scholarships and will continue to collect gifts through June 2011. Annual giving has averaged \$24.5 million during fiscal years 2007-2009.

In order to accommodate increased demand for student housing, BSU has entered into an agreement with American Campus Communities, Inc. (ACC) to construct student housing targeted for upperclassmen. The first phase of the project could contain up to 1,100 beds, with the first facility expected to be completed by fall 2011. The first facility will be located on BSU-owned land which will be ground leased to ACC for 65 years with two 10-year extension options. The project cost for the first facility is projected to be \$41.8 million. BSU is in early discussions to have ACC build additional housing targeted to freshmen and sophomore students. Moody's expectation is that ACC will be investing its own equity to finance a portion of the project costs, and that no project-specific debt will be issued in the next several years. Based on this structure, which includes no obligation of the University to support the project, we have not included the development costs in direct debt calculations for the University.

Moody's will incorporate these projects into our analysis of the University's overall credit profile and we will continue to monitor the construction, lease up, and future operating performance of the facilities. Currently, BSU's housing stock consists of 2,100 beds. With the completion of the first facility, containing 874 beds, privatized student housing would represent nearly 30% of the University's housing stock. This would increase to 34% if the second facility in the first phase containing 220 beds were to be constructed. Given the material share of student housing represented by the ACC projects, we believe that the University has a strong incentive to see these projects succeed. The credit impact of these projects could change if the projects encountered operating difficulties in the future and BSU provided financial or other significant support.

BSU's endowment is primarily invested with its Foundation. The endowment returned -24% for FY 2009, but has experienced a 13% investment return for fiscal 2010 through February 28, 2010. As of June 30, 2009, the Foundation's investment allocation included approximately 25% domestic equities, 36% international equities, 18% fixed income, 10% hedge funds, 8% in commodities, 2% private equity, and 2% in cash. Moody's includes the Foundation's balance sheet in the University's financial resource calculation. As of June 30, 2009, the University (excluding the Foundations) had \$80 million of unrestricted cash and investments with monthly liquidity. This monthly liquidity would cover 118 days of cash expenses.

Outlook

The stable outlook reflects our expectation that BSU will maintain or modestly increase enrollment which will enable it to continue to grow revenue, leading to solidly positive operating performance. The outlook also incorporates no additional near-term borrowing plans.

What could change the rating-UP

Material growth in financial resources to provide a substantially stronger cushion for debt and operations, increased philanthropic support to both build the endowment and to finance strategic capital and academic initiatives, and continued favorable operating performance

What could change the rating-DOWN

Significant deterioration of balance sheet cushion, sustained deterioration of student market position contributing to operating deficits and weak debt service coverage

KEY INDICATORS (Fiscal year 2009 financial data; fall 2009 enrollment data):

Total Enrollment: 14,537 full-time equivalent students

Total Pro Forma Direct Debt: \$236.4 million

Expendable Financial Resources: \$161.5 million

Expendable Financial Resources to Direct Debt: 0.7 times

Expendable Financial Resources to Operations: 0.6 times

Monthly Liquidity: \$80 million

Monthly Days Cash on Hand (unrestricted funds available within 1 month divided by operating expenses excluding depreciation, divided by 365 days): 118 days

Three-Year Average Operating Margin: 4.7%

Reliance on state funding (% of Operating Revenue): 33.5%

State of Idaho: Aa2 Issuer Level Rating, Stable Outlook

RATED DEBT:

General Revenue Bonds: Series 2004A: A1; insured by FGIC

General Revenue Bonds: Series 2005A, 2007A, 2007B, and 2007C: A1; insured by National Public Finance Guarantee Corp, formerly MBIA (current financial strength rating of Baa1 with a developing outlook)

General Revenue Bonds, Series 2009A, 2010A, and 2010B: A1

Student Union and Housing System Bonds: Series 2002: A1; insured by FGIC

Student Union and Housing System Bonds: Series 2003: A1; insured by Ambac (current financial strength rating of Caa2 -rating under review for possible upgrade)

CONTACTS:

Boise State University: Stacy Pearson, Vice President for Finance and Administration, 208-426-1200

Underwriter: Richard King, Barclays Capital, 206-344-5838

RATING METHODOLOGY AND LAST RATING ACTION

The rating assigned to Boise State University was issued on Moody's municipal rating scale. Moody's has announced its plans to recalibrate all U.S. municipal ratings to its global scale and therefore, upon implementation of the methodology published in conjunction with this initiative, the rating will be recalibrated to a global scale rating comparable to other credits with a similar risk profile. Market participants should not view the recalibration of municipal ratings as rating upgrades, but rather as a recalibration of the ratings to a different rating scale. This recalibration does not reflect an improvement in credit quality or a change in our credit opinion for rated municipal debt issuers. For further details regarding the recalibration please visit www.moody's.com/gsr.

The principal methodology used in assigning the rating Boise State University was the Public College and University, published in November 2006, and available on www.moody's.com in the Rating Methodologies sub-directory under the Research & Ratings tab. Other methodologies and factors that may have been considered in the process of rating this issuer can also be found in the Rating Methodologies sub-directory on Moody's website.

The last rating action was on February 10, 2009, when Boise State University's A1 rating and stable outlook were affirmed.

Analysts

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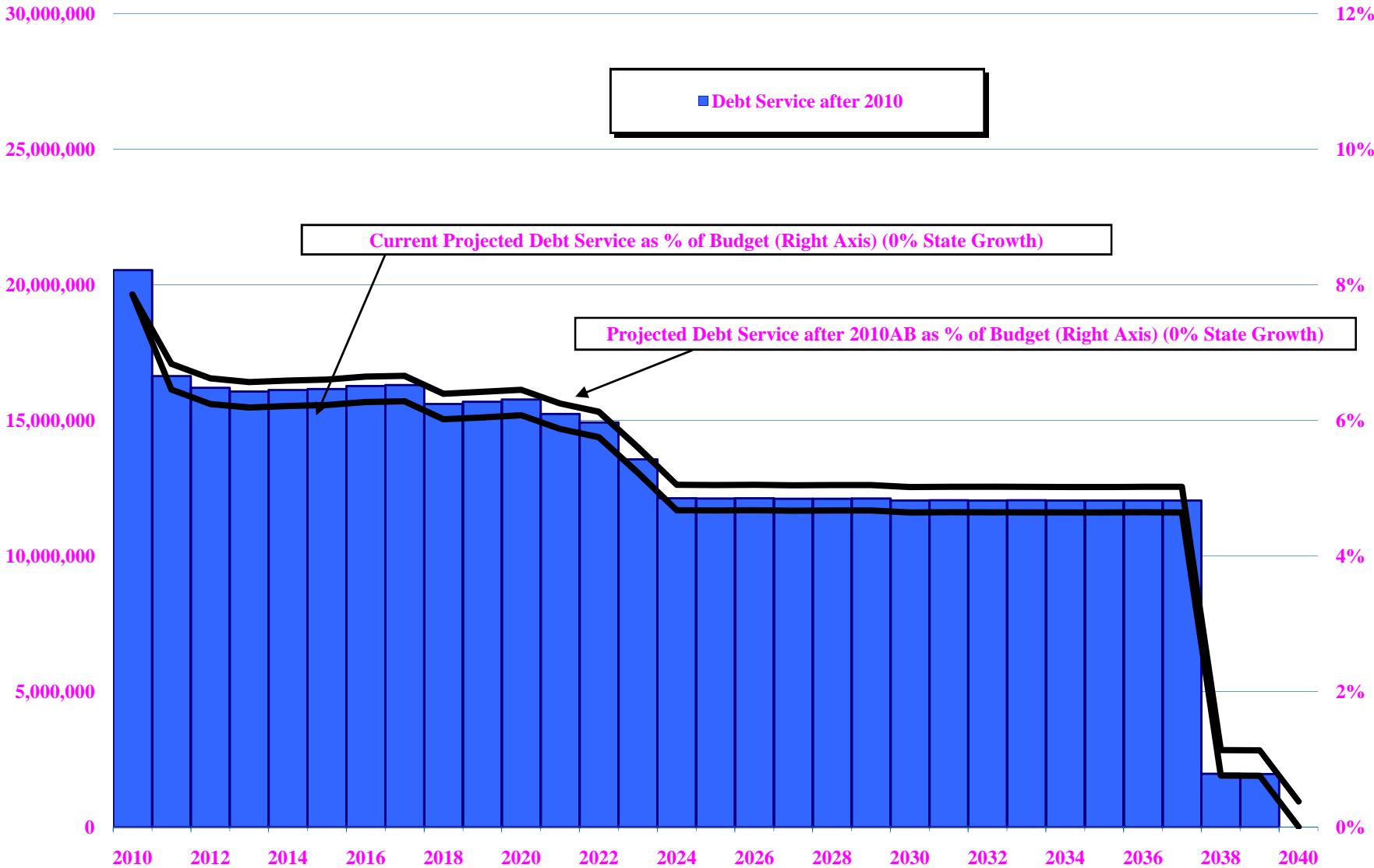
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Boise State University
Existing Debt Service to Budget post Series 2009A Issuance
Updated February 2010



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**Boise State University
Ten Year Debt Projection
April 2010**

		FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY2016	FY2017	FY2018	FY2019	Total	
1 Future Buildings	Cost												
2 2010AB COBE	Est. Debt	\$38,000,000	\$14,000,000										
3 2010 Housing (public/private)	Financed		\$0										
4													
5 Future Debt Financing		\$14,000,000	\$0	\$975,000	\$975,000	\$975,000	\$975,000	\$975,000	\$975,000	\$975,000	\$975,000	\$8,775,000	recalced
6 Current University Debt Service		\$20,539,946	\$16,636,084	\$16,198,174	\$16,057,791	\$16,114,594	\$16,158,155	\$16,267,842	\$16,302,043	\$15,606,578	\$15,682,340	\$165,563,547	verified to debt service schedule
7 Total Projected Debt Service after COBE		\$20,539,946	\$17,611,084	\$17,173,174	\$17,032,791	\$17,089,594	\$17,133,155	\$17,242,842	\$17,277,043	\$16,581,578	\$16,657,340	\$174,338,547	footed
8 Operating Budget (less direct loans, includes 0% growth in State support)		\$261,470,251	\$257,808,577	\$259,499,352	\$259,499,352	\$259,499,352	\$259,499,352	\$259,499,352	\$259,499,352	\$259,499,352	\$259,499,352		verified to budget worksheet
9 Debt Service as a % of Operating Budget		7.9%	6.5%	6.2%	6.2%	6.2%	6.2%	6.3%	6.3%	6.0%	6.0%		recalced
10 Debt Service as a % of Operating Budget after 2010AB			6.8%	6.6%	6.6%	6.6%	6.6%	6.6%	6.7%	6.4%	6.4%		recalced

As presented in June, 2006, a ratio of 10% would significantly hinder access to capital in the bond markets.

Assumptions:

11 <i>Student Revenue</i>	1. 0% growth in enrollment and no rate increase, with 2% loss in student fees due to transfer of Selland College to CWI in Fy2011 to recover in 2012.
12 <i>General Fund</i>	2. 7.5% Holdback in FY2010 and 10% decrease in base appropriation in FY2011, 0% growth in ongoing state support, and loss of Selland College appropriation.
13 <i>Donations, Sales</i>	3. Drop in gifts and auxilliary revenues of 5%.
14	4. New housing will be done through a public/private partnership that will not impact balance sheet or credit of the University.
15	5. No new source of state funding for academic buildings.
16	6. The ratio in 2010 is the result of the \$3,325,000 private note balloon payment for East Junior High.
17	7. \$14,000,000 of construction proceeds will be debt financed for the COBE building, estimated conservatively as total \$15 million bond over 30 years at 5.0%.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOISE STATE UNIVERSITY

SUBJECT

Request to name new College of Business and Economics Building

REFERENCE

February 2010

Board approved the construction of the COBE Building

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In February 2010 the Board approved Boise State University's request to proceed with the construction of the new College of Business and Economics building. The building will house the College of Business and Economics and Centers associated with the College. The funding for the building includes a \$12.5 million gift from the Micron Foundation, Inc. While the Micron Foundation, Inc. gift does not require the University to name the facility, the University would like to honor this generous gift by naming the building the Micron Building.

Micron has provided generous gifts to fund various University programs, including this major gift to build the new facility. The proposed name has been approved by the University's Naming Committee.

IMPACT

Naming the new College of Business and Economics building after Micron recognizes the company's generous support of the University.

STAFF COMMENTS AND RECOMMENDATIONS

Staff finds the request meets Board Policy.

BOARD ACTION

A motion to approve the request by Boise State University to name the new College of Business and Economics building the Micron Building in honor of the Micron Foundation's gift.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Real property exchange and conveyance of an easement

REFERENCE

10/20/04	Board approved 2005 University/Railroad land exchange
12/09/09	Executive Session Discussion

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.2.a, V.I.2.g, V.I.5.b(2), and V.I.5.b(3).

BACKGROUND/DISCUSSION

For nearly a hundred years, two separate but parallel railroad properties effectively served as the northern and eastern boundaries for the University of Idaho, separating the campus from the City of Moscow's primary commercial areas. In 2005 the southerly line was abandoned and the University acquired as much of the property that adjoined University real estate as the University's limited resources would permit at that time. To complete that acquisition, the University exchanged other parcels that it deemed less important to gain ownership of the more important segments of the abandoned railroad property.

Recently, the last railroad segment in Moscow was abandoned, which allows the property owner Palouse River and Coulee City Railroad, Inc. ("Railroad") to put the property up for sale. This segment contains a 100 foot wide frontage which runs the length of the north border of the campus along the Moscow/Pullman highway from Line Street west to Perimeter Drive, as well as an additional 50 foot wide frontage and small lot on the eastern border of the campus. (See attached photo – Attachment 1.) Acquiring this property will allow the University to secure its main north boundary along the Moscow/Pullman highway and secure additional property along the eastern border. Aside from the value of the property to UI for its adjacency to University facilities and view sheds, the property is desirable for completion of planned stream enhancements to Paradise Creek, campus entrance improvements, and use for additional parking or compatible commercial retail/service development.

To acquire the adjoining 6.5 acres, the University is proposing to exchange its 1.68 acre North Campus Center. This property was a former motel built in the 1970's and acquired by UI in the early 1990's to serve as graduate student housing and provide additional office space in the former motel's lobby and restaurant areas. The facility is no longer necessary for these purposes and its cost to maintain for continued University use is beginning to outweigh its usefulness. Likewise, the cost of retrofitting to meet UI's changing needs is too high to justify its retention as a viable UI facility.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

It is the University's opinion that sale to a private party for re-development of the old motel is the most practical means for achieving that property's highest and best use. The appraised value of the property to be acquired by the University is \$1,910,000 and the property being exchanged by the University is appraised at \$2.3 million. The Railroad has the ability to combine the North Campus Center with other property it owns adjacent to the center to further maximize the overall property values. The terms of the proposed exchange include simultaneous closings of the Railroad's sale and the exchange, as well as a mechanism for adjusting the final exchange values of the parcels to adjust relative to the actual sales price of the North Campus Center to a third party. The adjustment mechanism serves as an incentive for the Railroad to sell the North Campus Center for as much as the market will permit since their proceeds from that precedent sale will represent the payment they are actually receiving for the \$1,910,000 in appraised real estate value they convey to the University, and which establishes the cash balance payment to the University that is dependent on the actual selling price of that property. For example, if the precedent sale of the University property to a third party was for \$2,070,000, then the purchase price and cash balance payment (difference between appraised values) to the University would be adjusted to 90% of the purchase price (i.e. \$2,070,000 is 90% of \$2,300,000).

University is now seeking approval to complete the exchange, as outlined in the attached Purchase, Sale, and Exchange Agreement (Attachment 2), which is contingent upon Regents approval, with one change that has arisen since the agreement was initially signed.

The University has determined, as part of its pre-exchange due diligence, to remove the Railroad's reversionary interest in other abandoned railroad property (west of Perimeter Drive) from the transaction. The reversion right at issue is automatic and since the University has no control over the use of the property by the current title holder, the reversion right has risks that outweigh its value to the University.

And finally, in addition to the transaction steps anticipated by the attached Exchange Agreement, and with the intent of ensuring further public improvements to serve property acquired by the Regents, the University is also proposing to convey an easement to the City of Moscow for purposes of placing utilities within the future access corridor for the University supported Legacy Crossing urban renewal district. The proposed easement form is included as Attachment 3.

Acquisition of the available railroad property as proposed is consistent with the University's Development Plan and will facilitate the University's residential campus, assist with presenting facilities and campus design features important for recruitment and retention efforts, and accommodate a land use plan that improves connections between downtown Moscow and the University with

BUSINESS AFFAIRS AND HUMAN RESOURCES

APRIL 22, 2010

seamless parkways and aesthetic academic/commercial transitions. The latter is demonstrated by the fact that every major campus gateway identified in the Plan (with the exception of the completed Sweet Ave entrance) is located at the property being sought for acquisition.

IMPACT

Since there are no budgeted funds available for the University to make the acquisition with cash, the Railroad has agreed to accept the University's North Campus Center property in exchange for the railroad property (and to pay the difference in the final exchange value) provided the exchange is done simultaneously with the Railroad's sale of the North Campus Center. The appraised value of the property to be acquired by the University is \$1,910,000 and the property being exchanged by the University is appraised at \$2.3 million. The Exchange Agreement provides a mechanism to adjust these prices based on the actual third party sales contract for the North Campus Center and establishes the cash balance payment to the University that is dependent on the actual selling price of that property.

The City of Moscow will pay the University \$150,000 for the access and utility easement proposed for the abandoned railroad property within the City's Legacy Crossing urban renewal district.

ATTACHMENTS

Attachment 1–Photo	Page 4
Attachment 2–Purchase, Sale and Exchange Agreement	Page 5
Attachment 3–Easement to City of Moscow	Page 25

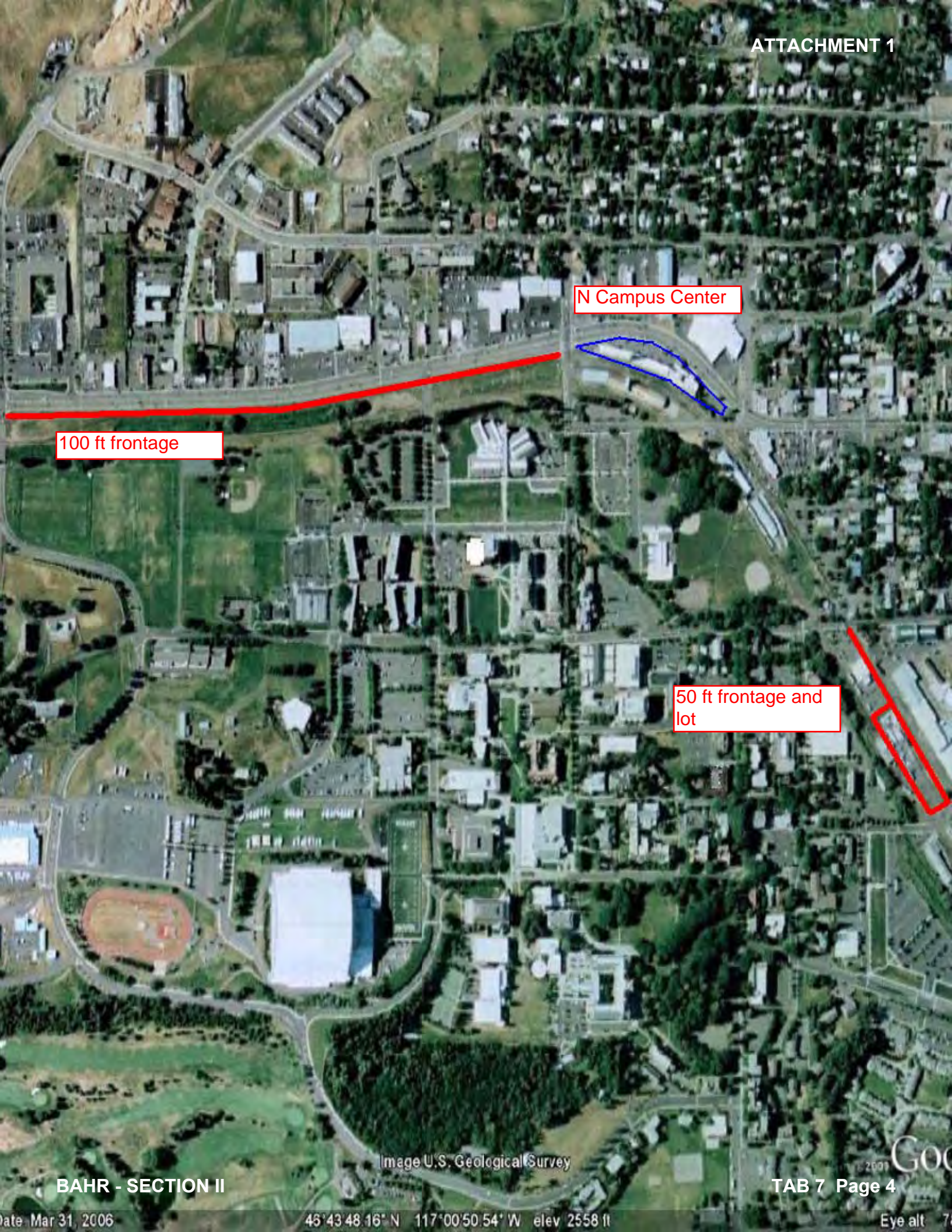
STAFF COMMENTS AND RECOMMENDATIONS

Staff finds that based on representations made by the institution this real property exchange and conveyance of easement is in the best interest of the University. Completing this exchange would enable the university to acquire two strategic bordering properties and divest a facility which no longer meets institutional needs, without any cash outlay. Staff recommends approval.

BOARD ACTION

A motion to approve the exchange transaction with Palouse River and Coulee City Railroad in substantial conformance with the Exchange Agreement submitted to the Board, removing there from acquisition of the reversionary rights described therein, and to approve the conveyance of an easement to the City of Moscow in substantial conformance with the easement form submitted to the Board; and further, to authorize the University's Vice President for Finance and Administration to execute the documents necessary to carry out the exchange and conveyance as approved by this Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



100 ft frontage

N Campus Center

50 ft frontage and lot

Image U.S. Geological Survey

PURCHASE, SALE AND EXCHANGE AGREEMENT

THIS PURCHASE, SALE AND EXCHANGE AGREEMENT ("**Agreement**") is entered into on January 27, 2010, by and between **Palouse River and Coulee City Railroad, Inc.**, a Washington corporation ("**Palouse**"), and the **Board of Regents of the University of Idaho**, a state educational institution and body politic, organized and existing under the Constitution and laws of the state of Idaho ("**Regents**").

1. PROPERTY TO BE PURCHASED BY REGENTS.

Palouse shall sell and Regents shall purchase that certain real property located in the City of Moscow, County of Latah, State of Idaho, consisting of three parcels of land comprising approximately 6.5 acres, as more particularly shown on **Exhibit "A"** attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto ("**Palouse Property**"), all in accordance with the terms and conditions hereinafter set forth. The legal description of the Palouse Property shall be determined by the survey to be obtained pursuant to Section 9(c) and upon such determination shall automatically be made a part hereof. It is acknowledged by both parties to this Agreement that the Union Pacific Land Resource Corporation currently possesses one of the three parcels mentioned above (shown on Exhibit A as "Parcel 3") and which, for the purposes of this Agreement, is defined as a portion of the Palouse Property.

2. PROPERTY TO BE PURCHASED BY PALOUSE.

Regents shall convey or cause to be conveyed and Palouse shall purchase that certain real property located in the City of Moscow, County of Latah, State of Idaho, consisting of one parcel of land with improvements comprising approximately 1.68 acres, as shown on **Exhibit "A"**, together with all easements, rights and appurtenances thereto ("**Regents Property**"), all in accordance with the terms and conditions hereinafter set forth. Personal property within Regents Property is not included as part of Regents Property.

3. REGENTS ACQUISITION OF REVERSIONARY RIGHTS.

Palouse shall grant, or cause to be granted, to Regents the reversionary property rights established by separate quitclaim deed between Palouse and the MacGregor Company ("**Reversionary Rights**"). Such separate deed and subject property legal description are attached hereto as **Exhibit "B"**. This reversionary interest shall be conveyed by Palouse to Regents by quitclaim deed as described in Section 8(b) of this Agreement.

4. EXISTING EASEMENTS AND LICENSES TO BE TERMINATED.

Parties to this Agreement hereby agree and acknowledge that the prior easement agreement between these same parties dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495409 on April 27, 2005, and its replacement easement recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 531331 on July 27, 2009, will be terminated upon execution of conveyance of property as prescribed by this Agreement. Parties to this Agreement further agree and

acknowledge that the prior license agreement between these same parties dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495411 on April 27, 2005, will be terminated upon execution of conveyance of property as prescribed by this Agreement.

Parties to this Agreement hereby agree and acknowledge that the prior easement agreement, between these same parties dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495410 on April 27, 2005, will be terminated upon execution of conveyance of property as prescribed by this Agreement.

5. LICENSE FOR ENTRY.

Each party hereto grants to the other a license to enter upon the properties subject to this Agreement for all purposes reasonably related to a full and adequate determination of the suitability of the property, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

6. PURCHASE PRICE AND PURCHASE PRICE ADJUSTMENT.

The purchase price for the Palouse Property and the consideration for the Reversionary Rights is the sum of One Million Nine Hundred Ten Thousand Dollars (\$1,910,000). The Purchase Price of the Regents Property is Two Million Three Hundred Thousand Dollars (\$2,300,000). Regents shall pay the purchase price for the Palouse Property and Reversionary Rights by conveying or causing to be conveyed the Regents Property to Palouse. Palouse shall pay the purchase price for the Regents Property by conveying the Palouse Property to Regents. The balance of the purchase price, in the amount of Three Hundred Ninety Thousand Dollars (\$390,000), which is the "**Cash Balance Payment**", for purchase of the Regents Property shall be paid in cash by Palouse to Regents at closing.

The purchase price values given above shall be adjusted in accordance with the actual sales price established for the Regents Property by a binding sales contract between Palouse and a third party (as provided in the condition described in Section 8(d) of this Agreement). Such binding sales contract between Palouse and a third party shall be referred to herein as the "**Precedent Sales Contract**". In the event Palouse enters into the Precedent Sales Contract, the purchase prices stated above shall be modified by calculating the percentage difference between the agreed price of the Precedent Sales Contract and the \$2,300,000 reported above. For example, if the Precedent Sales Contract establishes an agreed upon price of \$2,070,000 then the purchase prices and Cash Balance Payment amounts reported above shall be adjusted to 90% of the amount reported above (\$2,070,000 is 90% of \$2,300,000). In the event the Precedent Sales Contract includes the "Palouse Adjoining Parcel" (the parcel adjoining Regents Property as shown on Exhibit A), the total reported sales price for the combined parcels shall be allocated between the Regents Parcel and the Palouse Adjoining Parcel such that the Regents Parcel is assigned 84.62% of the total sales price to permit the adjustment as provided above.

7. MUTUAL CONDITIONS.

Notwithstanding anything to the contrary in this Agreement, neither party shall be obligated to purchase the respective properties unless at or prior to closing each of the following

conditions has been met or both parties have waived said conditions in writing. Each party agrees to reasonably cooperate with the other to execute any documents, which may be necessary or convenient to the performance of these conditions:

(a) Palouse and Regents have entered into, and Palouse and Regents agree to enter into those documents (if any) deemed necessary to terminate the easements and license described in Section 4 of this Agreement. An executed termination document related to that Easement dated December 20, 2004, and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495410 on April 27, 2005, (the form of which termination document is attached hereto as **Exhibit "C"**) shall be deposited by Palouse into the escrow referred to in Section 10 with instructions that the same be recorded immediately after the recording of the quitclaim deeds conveying the Palouse Property to the Regents and the Regents Property to Palouse.

(b) Palouse and Regents have entered into, and Palouse and Regents agree to enter into those quitclaim deeds necessary to convey Palouse Property to Regents and Regents Property to Palouse as described in Sections 1 and 2 of this Agreement ("**Exchange Quitclaim Deeds**") and then deposit said Exchange Quitclaim Deeds into the escrow referred to in Section 10 with instructions that same be recorded at closing.

(c) In the event either party, at any time prior to waiver or satisfaction of such conditions, deems any of the conditions set forth in this Section 7, or, in the case of Palouse, Section 8, or, in the case of Regents, Section 9, unsatisfied, such party may terminate this Agreement upon fifteen (15) days' prior written notice to the other and this Agreement shall terminate. In addition, and without limiting the foregoing, in the event all of the conditions set forth in this Section 7 and in Section 9 have not been satisfied or waived in writing by Regents within one (1) year after the date of this Agreement (and this Agreement has not theretofore been terminated by Regents), Palouse may at any time thereafter, so long as said conditions have not been satisfied or waived in writing by Regents, terminate this Agreement upon fifteen (15) days' prior written notice to Regents, and this Agreement shall terminate if the condition or conditions specified in said notice of termination have not been satisfied or waived in writing by Regents prior to expiration of said fifteen (15) day period. In addition, and without limiting the foregoing, in the event all of the conditions set forth in this Section 7 and in Section 8 have not been satisfied or waived in writing by Palouse within one (1) year after the date of this Agreement (and this Agreement has not theretofore been terminated by Palouse), Regents may at any time thereafter, so long as said conditions have not been satisfied or waived in writing by Palouse, terminate this Agreement upon fifteen (15) days' prior written notice to Palouse, and this Agreement shall terminate if the condition or conditions specified in said notice of termination have not been satisfied or waived in writing by Palouse prior to expiration of said fifteen (15) day period. Notwithstanding any of the foregoing, neither party shall have the right to terminate this Agreement if such party is in default under this Agreement. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

8. PALOUSE CONDITIONS.

Notwithstanding anything to the contrary in this Agreement, Palouse shall not be obligated to purchase the Regents Property unless at or prior to closing each of the following

conditions has been met or Palouse has waived said conditions in writing. Regents agrees to reasonably cooperate with Palouse to execute any documents which may be necessary or convenient to the performance of these conditions:

(a) Palouse has entered into such agreements and received the necessary approvals, specifically including any applicable approvals from the U.S. Surface Transportation Board, to permit Palouse to abandon the railroad on the Palouse Property.

(b) Palouse has executed, and Palouse agrees to execute, a quitclaim deed of reversionary rights as shown in the attached **Exhibit "D"** and as provided for in Section 3 of this Agreement, and such documents shall be deposited into the escrow referred to in Section 10 with instructions that the same be recorded immediately after the recording of the Exchange Quitclaim Deeds conveying the Palouse Property to the Regents and the Regents Property to Palouse.

(c) Palouse has acquired, for not more than \$409,000, the parcel of real property shown on Exhibit A as "Parcel 3", and has terminated all existing leases and licenses on said Parcel 3 prior to closing as defined in Section 11 to this Agreement. Regents and Palouse acknowledge and agree that as of the date of this Agreement, Palouse does not own "Parcel 3" as shown on Exhibit "A".

(d) Palouse has executed the Precedent Sales Contract with a third party to purchase Regents Property. Although the Precedent Sales Contract to purchase Regents Property shall be contingent upon the closing of transactions prescribed by this Agreement, Regents shall not be a party to the Precedent Sales Contract. The agreed upon sales price for the Precedent Sales Contract (if any) shall be disclosed in writing by Palouse to Regents and consented to in writing by Regents to permit the purchase price adjustment described in Section 6 of this Agreement. If Palouse, in its sole discretion, waives in writing this condition of sale to a third party, and decides to retain Regents Parcel as the outcome of the exchange, there shall be no purchase price adjustment as provided in Section 6 of this Agreement.

(e) Title to the Regents Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except easements of record at the date of closing, and except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Palouse ("**Palouse Permitted Exceptions**").

(f) Escrow Holder shall be prepared to obtain from Latah County Title Company, a standard coverage ALTA Owner's Policy of Title Insurance (including any endorsements reasonably required by Palouse) in the amount of \$2,300,000 (or such adjusted amount as described in Section 6 of this Agreement), insuring that marketable fee simple title to the Regents Property is vested in Palouse, subject only to the Palouse Permitted Exceptions.

(g) Palouse has obtained or been provided with such surveys, soils tests, engineering studies, and environmental tests and audits, which shall show the Regents Property to be suitable to Palouse, in Palouse's sole opinion. All surveys, tests, studies, or audits required by Palouse shall be paid for by Palouse at Palouse's sole cost and expense.

(h) Palouse will remove within twelve months from the date of closing the railroad tracks, ties, associated equipment and any other personal property not attached to the Palouse Property from all portions of the Palouse Property (excluding the property described in Exhibit B). Palouse shall indemnify, defend, and save Regents, its successors assigns, and agents harmless from any and all claims liabilities, losses, costs, charges, or expenses (including without limitation reasonable attorneys' fees) which Regents may incur as a result of Palouse' personal property remaining after closing, except to the extent caused by the negligence, willful misconduct or breach of contract by Regents or their agent, officer, employee, contractor or director. Notwithstanding Regents' or Palouse's waiver of these conditions subsequent, the obligations and indemnification set forth in this paragraph shall survive closing and the termination of this agreement, and shall continue so long as Palouse's personal property remains on the subject real property.

(i) Palouse shall have approved the closing of this transaction and more particularly the Board of Directors of Palouse shall have specifically and finally approved the terms of this transaction in accordance with their policies and procedures.

9. REGENTS CONDITIONS.

Notwithstanding anything to the contrary in this Agreement, Regents shall not be obligated to purchase the Palouse Property unless at or prior to closing each of the following conditions has been met or Regents has waived said conditions in writing. Palouse agrees to reasonably cooperate with Regents to execute any documents, which may be necessary or convenient to the performance of these conditions:

(a) Title to the Palouse Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except those exceptions approved in writing by Regents ("**Regents Permitted Exceptions**").

(b) Escrow Holder shall be prepared to obtain from Latah County Title Company/First American Title Insurance Company, a standard coverage ALTA Owner's Policy of Title Insurance (including any endorsements reasonably required by Regents) in the amount of \$1,905,000 (or such adjusted amount as described in Section 6 of this Agreement), insuring that marketable fee simple title to the Palouse Property is vested in Regents, subject only to the Regents Permitted Exceptions.

(c) Regents has obtained or been provided with such surveys, soils tests, engineering studies, and environmental tests and audits, which shall show the Palouse Property to be suitable to Regents', in Regents' sole opinion. Without limiting the generality of the foregoing, Palouse, at Palouse's cost and expense, shall have provided Regents with a legal description and land survey for the Palouse Property. Upon acceptance of the legal descriptions by Regents, such legal descriptions shall become a part of this Agreement without further action by either party. All surveys, tests, studies, or audits (aside from the legal description and land survey mentioned above in this section) required by Regents shall be paid for by Regents at Regents' sole cost and expense.

(d) Regents has approved the closing of this transaction and more particularly the Board of Regents of the University of Idaho have specifically and finally approved the terms of this transaction in accordance with their policies and procedures.

(e) Regents has consented to Precedent Sales Contract and therefore permitted the purchase price adjustment as described in Section 6 of this Agreement.

10. ESCROW HOLDER.

Prior to closing, the parties shall open an escrow with Latah County Title ("**Escrow Holder**"). After all of the conditions of closing as set forth in Sections 7 and 8 have been met or waived, Palouse shall deposit into escrow duly executed and acknowledged quitclaim deeds conveying the Palouse Property and the reversionary rights described in Section 3 of this Agreement to Regents, subject only to those exceptions specifically approved in writing as the Regents Permitted Exceptions, together with instructions to deliver and record the quitclaim deeds when (a) Escrow Holder is in a position to transfer the Regents Property to Palouse, subject only to the Palouse Permitted Exceptions, and (b) recordation of easement termination described in Section 7(a) of this Agreement. After all of the conditions of closing as set forth in Sections 7 and 9 have been met or waived, Regents shall deposit into escrow a duly executed and acknowledged quitclaim deed conveying the Regents Property to Palouse, subject only to the Palouse Permitted Exceptions together with instructions to deliver and record the quitclaim deed when Escrow Holder is in a position to transfer the Palouse Property to Regents, subject only to the Regents Permitted Exceptions.

11. CLOSING.

Closing shall be the date on which the Exchange Quitclaim Deeds are recorded which shall be as soon as practicable after all conditions set forth in Sections 7, 8 and 9 have been satisfied or waived. Possession passes to each respective party on closing. Closing shall not occur prior to August 1, 2010.

12. SECTION 1445 AFFIDAVIT.

At or prior to closing, Palouse shall deliver to Regents an affidavit in compliance with Section 1445 of the Internal Revenue Code providing Palouse's United States taxpayer identification number and business address and stating whether or not Palouse is a "foreign person" as defined in the Internal Revenue Code and regulations applicable thereto ("**Code**"). If Palouse fails to deliver such affidavit or is a "foreign person" as defined in the Code, Regents shall be entitled to withhold from the purchase price, and to pay to the Internal Revenue Service, such amounts as are required to be withheld by the Code, and Palouse agrees to cooperate with Regents and to furnish Regents with such tax forms and information as are reasonably required to insure Regents' compliance with the Code.

13. COSTS.

Escrow fees, title insurance premiums for issuance of standard owner's policies of title insurance as required by Sections 8(f) and 9(b) and recording fees for all deeds and easement terminations for each parcel shall be paid by the party acquiring that specific property. Taxes,

rentals and utilities shall be prorated as of the time of closing. Regents is a tax exempt entity and the Regents Property is not currently subject to property taxation. As such, property taxes shall not be prorated for the Regents Property and Palouse shall be responsible for all property taxes charged against the Regents Property after the date of closing.

14. COMMISSIONS.

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction except for Shelley L. Bennett, Team Idaho Real Estate ("**Broker**") who was retained by Palouse. Palouse agrees that it shall be solely responsible for all brokerage commissions and fees due to Broker and that said commissions and fees shall be paid by Palouse from the purchase price out of escrow.

15. REPRESENTATION CONFIRMATION.

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with Regents and Palouse.

Section 1:

- ☐ The brokerage working with Regents is acting as an AGENT for Regents.
- ☐ The brokerage working with Regents is acting as a LIMITED DUAL AGENT for Regents, without an ASSIGNED AGENT.
- ☐ The brokerage working with Regents is acting as a LIMITED DUAL AGENT for the Regents, and has an ASSIGNED AGENT acting solely on behalf of Regents.
- ☒ The brokerage working with Regents is acting as a NONAGENT for Regents.

Section 2:

- ☒ The brokerage working with Palouse is acting as an AGENT for Palouse.
- ☐ The brokerage working with Palouse is acting as a LIMITED DUAL AGENT for Palouse, without an ASSIGNED AGENT.
- ☐ The brokerage working with Palouse is acting as a LIMITED DUAL AGENT for Palouse, and has an ASSIGNED AGENT acting solely on behalf of Palouse.
- ☐ The brokerage working with Palouse is acting as a NONAGENT for Palouse.

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Listing Agency: Team Idaho Real Estate.
Selling Agency: None
Responsible Broker: Shelley L. Bennett

16. PROPERTIES SOLD AS-IS.

The provisions of this Section 16 shall survive closing. Each party is relying solely upon such party's inspections as to the condition of properties. Except as expressly set forth in this Agreement, neither party nor such party's employees or agents are making, have made and each party expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the properties or this transaction including, without limitation, the existence of hazardous waste, or the suitability of the property for any intended use. Each party must independently verify all information and reports regarding any aspect or feature of the property. Each party is purchasing its respective property in "As Is" condition with all faults including both latent and patent defects and each party releases the other from any and all liability relating to any aspect or condition of the properties, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. As used herein "**hazardous waste**" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde.

17. SUCCESSORS.

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

18. ATTORNEYS' FEES.

In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

19. DEFAULT.

(a) Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default.

(b) In the event of a default, the nondefaulting party may:

(i) Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;

(ii) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the nondefaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(iii) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(iv) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting party.

20. NOTICES.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Palouse: Dan Smith
Palouse River and Coulee City Railroad
315 W Third St
Pittsburg, KS 66762

Regents: Regents of the University of Idaho
Vice President, Finance and Administration
Box 443168
Moscow, ID 83844-3168

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

21. CAPTIONS AND HEADINGS.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

22. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

23. CONSTRUCTION.

In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. Furthermore, "**person**" shall include individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

24. TIME PERIOD COMPUTATION.

All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

25. BINDING AGREEMENT.

This Agreement shall not be binding or enforceable until both parties have fully executed this Agreement and have delivered to each other an original counterpart of this Agreement fully executed by the delivering party.

26. 1031 EXCHANGE.

Regents acknowledges that Palouse may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Code.

Regents agrees to reasonably cooperate with Palouse to effect such an exchange; provided, however, that (i) Regents not be required to acquire or take title to any exchange property, (ii) Regents shall not be required to incur any expense (excluding attorneys' fees) or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of Palouse shall release Palouse from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by Palouse, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) Palouse shall give Regents at least five (5) business days' prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow, (v) Palouse shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "**Exchange Documents**") required by the exchange, at its sole cost and expense, and (vi) Palouse shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and Regents shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of Regents' performance of the acts required hereby.

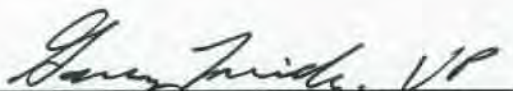
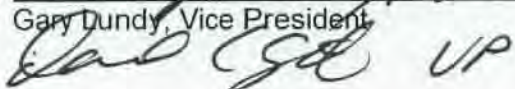
27. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

EXECUTED as of the date first above written.


PALOUSE:

Palouse River and Coulee City Railroad, Inc.

By:  VP
 Gary Dundy, Vice President
 VP

REGENTS:

Regents of the University of Idaho

By: 
 Lloyd E. Mues, Vice President Finance
 and Administration

List of Exhibits

Exhibit A – Diagram of Palouse and Regents Property

Exhibit B – Quitclaim Deed dated November 9, 2009 Between Palouse and MacGregor Company

Exhibit C – Draft Easement Termination for Rail Line Easement

Exhibit D – Draft Quitclaim Deed of Reversionary Interest from Palouse to Regents

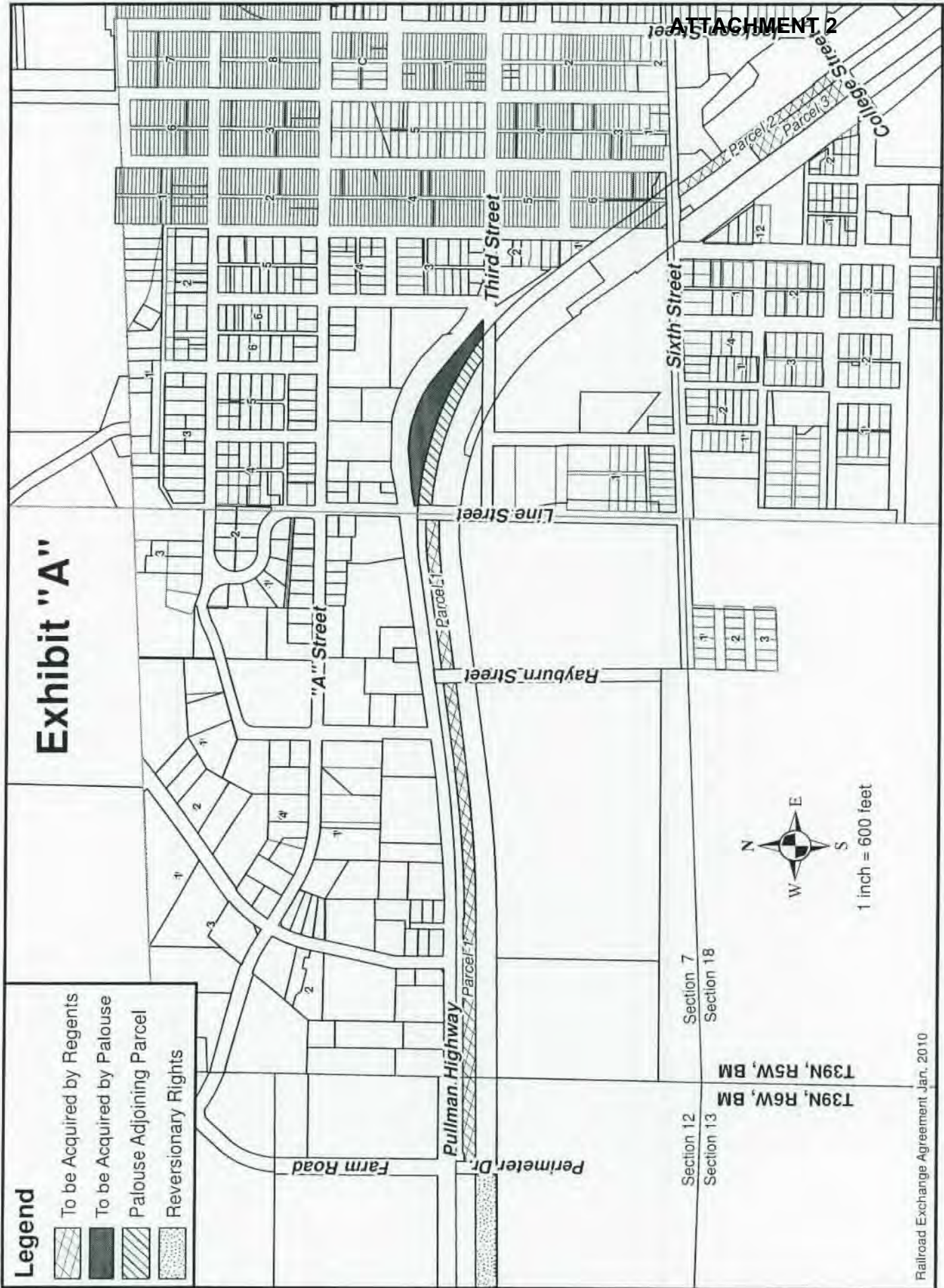


Exhibit B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Latah County Title
106 E. Second
PO Box 8924
Moscow, ID 83843

No. 533985

AT THE REQUEST OF:

Shelley Bennett

DATE & HOUR:

12-01-09 11:37 amSUSAN PETERSEN
LATAH COUNTY RECORDERFee \$ 9.00 BY C. JohnsPicked up Deputy

(Space Above For Recorder's Use)

QUITCLAIM DEED

This Quitclaim Deed is made this 9th day of November, 2009, between PALOUSE RIVER AND COULEE CITY RAILROAD, INC., a Washington corporation ("Grantor") and THE MCGREGOR COMPANY, a Washington corporation; ("Grantee"), with an address of 401 Airport Rd., Colfax, WA 99111, witnesseth:

Grantor, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto Grantee and to Grantee's successors and assigns, all right, title and interest now owned in the following:

A parcel of land being a portion of the 100 foot wide railroad right of way commonly known as the Northern Pacific Railway Company (NPRR) Lewiston Branch line right of way, within the south half of the south half of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, and being 50 feet in width on each side of, and parallel with, the centerline of the main track rail line described as follows:

Beginning at railroad mile post 84.03 at the intersection of the centerline of said rail line and the Idaho-Washington State Line, from which Mile Post 21 on the State Line bears S 00°58'04" W, 1370.68 feet;

Thence along the rail line centerline, N 89°36'44" E, 4545.60 feet to the west line of Perimeter Drive as described in a quitclaim deed conveyed to the City of Moscow, Recorder's file number 495434.

Containing 8.74 acres, more or less

The sidelines of said parcel shall be lengthened or shortened to terminate on the Idaho-Washington State line and the west line of Perimeter Drive.

SUBJECT TO the following reversionary interest: In the event that rail service is ever discontinued to The McGregor Company, currently located at 7605 State

533985

Route 270, outside of Pullman, Washington, and near the Idaho state line, and the rail line removed, title to the real estate shall revert to the Grantor. Provided, however, that Grantee shall have the right to retain title, in that event, to such portion of the above property that Grantee deems reasonably necessary to provide an alternate route of such width and length so as to ensure legal and practicable ingress and egress to the Grantee's property located adjacent to the Washington/Idaho state line at 7605 State Route 270. Such alternate route shall be placed in a method and manner to meet the needs of Grantee, but in no event shall it exceed 850' in length from the Idaho State Line and proceeding East. Said reversionary interest shall be in the real property only and Grantor shall have no interest in any rail or track located on said real property as of the time of this conveyance.

ALSO SUBJECT TO all existing interests, including but not limited to all reservations, rights of way, leases, agreements, and easements of record or otherwise.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof. To have and to hold all and singular and to its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

PALOUSE RIVER AND COULEE CITY
RAILROAD, INC., a Washington corporation

By: 

GARY L. LUNDV, Vice-President

533985

STATE OF Kansas)
County of Crawford) ss.

On this 4th day of November, 2009, before me, Gary Bundy, a Notary Public in and for said State, personally appeared GARY L. LUNDY, known or identified to me to be the Vice-President of the Board of Directors for PALOUSE RIVER AND COULEE CITY RAILROAD, INC., a Washington corporation, that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year herein above first written.

Lori J. Magall
Notary Public for the State of Kansas
Residing at Pittsburg KS
My commission expires 8/16/2012

Exhibit C

EASEMENT TERMINATION AND QUIT CLAIM

THIS EASEMENT TERMINATION AND QUIT CLAIM made this ____ day of _____, 20__, between PALOUSE RIVER AND COULEE CITY RAILROAD, INC., a Washington corporation, herein referred to as "**Grantor**," and REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate and state educational institution organized and existing under the constitution and laws of the State of Idaho, herein referred to as "**Grantee**" witnesseth:

That Grantor, upon being granted an abandonment exemption by the Surface Transportation Board as ordered in STB Docket No. AB-570 (Sub-No. 3X), decided September 9, 2009, and for good and valuable consideration of one dollar, the receipt whereof is hereby acknowledged, and in accordance with the provisions of Section 12 (b) of that Rail Line Easement Agreement between the parties hereto and dated December 20, 2004 and recorded by the Latah County Recorder, Latah County, Idaho as Instrument Number 495410 on April 27, 2005 (as shown in the attached Exhibit A), does hereby terminate and REMISE, RELEASE, and QUIT CLAIM, unto Grantee and its successors and assigns forever, those rights, title, and interests in real property established by said Rail Line Easement as more particularly described in said Exhibit 'A'.

Together with all estate, right, title, interest, property, possession, claim and demand whatsoever, in law as well as in equity of the Grantor in or to the said property, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR:**Palouse River and Coulee City Railroad, Inc.**By: Exhibit Only**GRANTEE:****Regents of the University of Idaho**By: _____
Lloyd E. Mues, Vice President
Finance and Administration

STATE OF)
) ss.
County of)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Lundy, known to me to be the Vice President of the Palouse River and Coulee City Railroad, Inc, the entity that executed the instrument, and acknowledged to me that he executed the same for and on behalf of the Palouse River and Coulee City Railroad.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Latah)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd E. Mues, known to me to be the Vice President for Finance & Administration of the University of Idaho, the University that executed the instrument, and acknowledged to me that he executed the same for and on behalf of the Board of Regents of the University of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

Exhibit D

QUITCLAIM DEED FOR REVERSIONARY RIGHTS

THIS QUITCLAIM DEED made this ____ day of _____, 2010, between PALOUSE RIVER AND COULEE CITY RAILROAD, INC, A Washington corporation, herein referred to as "Grantor," and the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and constitution of the State of Idaho, herein referred to as "Grantee" witnesseth:

That Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, and QUITCLAIM, unto Grantee and its successors and assigns forever all of Grantor's reversionary rights to real property established and as more particularly described by that quitclaim deed dated November 9, 2009 and recorded by the Latah County Recorder's Office as Instrument Number 533985 on December 1, 2009, and as shown in Exhibit 'A' attached hereto and by this reference incorporated herein.

Together with all estate, right, title, interest, property, possession, claim and demand whatsoever, in law as well as in equity of the Grantor in or to the said property, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR: Palouse River and Coulee City Railroad, Inc.

By: Exhibit Only

STATE OF _____)
) ss,
County of _____)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Lundy, and known to me to be the Vice President of Palouse River and Coulee City Railroad, Inc., and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires: _____

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**PERMANENT PUBLIC ACCESS AND
UNDERGROUND UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that 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 (hereinafter “GRANTOR”), and in consideration of ONE DOLLAR (\$1) and other valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey to City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “GRANTEE”), and its successors and assigns, a permanent public access and underground utility easement and right-of-way, together with their attendant customary uses, including ingress and egress, over, through, across, along, and under, and the right to go upon, occupy, improve, and use that certain lot, tract or parcel of land situated in the County of Latah, State of Idaho, shown in Exhibit “A” attached hereto and more particularly described as follows:

[WORKING DESCRIPTION TO BE VERIFIED BEFORE SIGNING]

- A. Such Permanent Public Access and Underground Utility Easement is made for purposes of constructing, illuminating, operating, maintaining, having access to and across, altering, improving, landscaping and/or repairing surface and underground utilities, roadways, pathways, facilities, installations and the like.
- B. GRANTEE hereby releases and will protect, defend, indemnify, and save harmless GRANTOR, its heirs, successors or assigns from and against all claims, liabilities, demands, actions at law and equity (including without limitation claims and actions under the Federal Employer’s Liability Act), judgments, settlements, losses, damages, and expenses of every character whatsoever (hereinafter collectively referred to as “Claims”) for injury or death of any person or persons whomsoever and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with GRANTEE’s construction, maintenance, alteration, repair, relocation, renewal, removal, use or presence of the Permanent Public Access and Underground Utility Easement, or incidental to or appertaining thereto.
- C. GRANTOR agrees that it and its heirs, successors or assigns shall not build or place any new encroachment thereon which will unreasonably interfere with the right of GRANTEE or members of the general public to exercise this Permanent Public Access and Underground Utility Easement, nor will it restrict the use of such Permanent Public Access and Underground Utility Easement by Crites-Moscow Growers, Incorporated, Crites Seed, Incorporated at its current level, intensity, and character.

- D. GRANTEE, its agents, contractors, heirs, and/or assigns, shall have the right but shall not be obligated to perform any construction, maintenance and/or repair it may deem necessary or wish to exercise in connection with the aforesaid Permanent Public Access and Underground Utility Easement including, but not limited to the right to make construction, repair, alteration, improvement of the property, illumination, placement and maintenance of pathways, facilities, structures, installations, surface and/or underground utilities and landscaping.
- E. This Permanent Access and Underground Utility Easement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.
- F. The permission hereby afforded shall be the personal privilege of GRANTEE, and no assignment or transfer thereof by operation of law or voluntary act of GRANTEE shall be made, or other use of the Permanent Public Access and Underground Utility Easement be permitted as herein provided, without the prior consent of GRANTOR, its heirs, successors or assigns, and it is agreed that any transfer or assignment of this Permanent Public Access and Underground Utility Easement, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the GRANTOR, its heirs, successors or assigns, shall terminate this Easement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2010.

GRANTOR
University of Idaho

GRANTEE
City of Moscow, Idaho

Vice President for Finance and Administration

Nancy Chaney, Mayor

ATTEST

Stephanie Kalasz, City Clerk

STATE OF IDAHO)
) ss:
COUNTY OF LATAH)

On this _____ day of _____, 2010, before me, the undersigned, a Notary in and for said State, personally appeared _____, an Agent for the University of Idaho, Board of Regents, known to me to be the person whose name is subscribed to the foregoing Permanent Public Access and Underground Utility Easement and acknowledged to me that he/she executed the same in behalf of and as the duly authorized representative of University of Idaho, and has the authority to bind University of Idaho to this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Notary Public for the State of Idaho
Residing at _____
My commission expires: _____

Easement/UndergroundUtility/UI;City/pm

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Authorization Request, Janssen Engineering Building Renovations and Improvements

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 & V.K.2.

BACKGROUND/DISCUSSION

This is an initial request for regent's authorization to implement planning and design phase work towards an eventual series of architectural, mechanical and electrical renovations and improvements to the Janssen Engineering Building located on the main campus of the University of Idaho, Moscow.

At this time the University's request is limited to the planning and design phases. This request is based upon an initial feasibility study commissioned by the University.

The Janssen Engineering Building was completed and occupied in 1950. It is now 60 years old, and there have been modest improvements since the original construction. Finishes and systems are in need of update and/or replacement. In addition, social and cultural shifts since the 1950s highlight the need to renovate programmatic spaces that are no longer suited for today's environment or needs.

Recently, the University commissioned Design West Architects, Nampa, Idaho, to conduct an initial feasibility study for desired architectural, mechanical and electrical renovations and improvements to several spaces on the first floor of the Janssen Engineering Building to accommodate a Student Services Center. The project consists of a series of newly defined spaces within the existing building to provide student services and meeting facilities and to showcase the latest technology in the College of Engineering.

The study provided a menu of renovation and improvement options that if implemented in full, will result in a total capital project cost of \$677,000. The University is working to raise private development gift funds to supplement \$200,000 in existing college funds for the purpose of allowing this set of improvements to proceed.

At this time the University is requesting authorization to proceed with the planning and design phase for these renovations and improvements. The planning and design costs are estimated at \$100,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

It is the intent of the University to proceed with planning and design in parallel with continuing efforts to raise the private development gift funds necessary to complete the construction phase of the project. Materials produced in the planning and design state will assist the University in its fund raising efforts.

As the planning and design phase moves forward, the University will report any variations or deviations from the project cost estimate, if any. The University will return to the Board at such time that required construction phase funds have been raised to seek construction phase authorization prior to proceeding beyond the planning and design phases.

The project is fully consistent with the university's strategic plan and the University's Long Range Capital Development Plan (LRCDP).

IMPACT

The immediate fiscal impact of this effort is \$100,000. The project fund source is a combination of existing university funds and privately gifted development funds given to the University for the specific and intended purpose.

The eventual fiscal impact, should all funds be raised and further authorization be granted for the construction phase is \$677,000.

Capital Project Authorization History

April 2010	Authorization (Planning/Design)	\$ 100,000
Total Authorization Request		\$ 100,000

Funding

State	\$ 0
Federal (Grant):	0
Other (Gift)	<u>100,000</u>
Total	\$ 0

Estimate Budget

Construction	\$ 0
A/E & Consultant Fees	85,000
Contingency	<u>15,000</u>
Total	\$ 100,000

ATTACHMENTS

Attachment 1–Capital Project Tracking Sheet

Page 5

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

Staff finds that this request meets Board Policy for review and approval prior to commencement of formal planning to make capital improvements. Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to implement the planning and design phases only of the capital project for renovations and improvements on the Janssen Engineering Building in the amount of \$100,000. Authorization includes the authority to execute all necessary and requisite consulting and vendor contracts to implement the planning and design phase of the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of April 2010

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Janssen Engineering Building Student Services Center Renovations and Improvements, University of Idaho, Moscow, Idaho
- 2 Project Description:** Design phase work towards an eventual renovation and improvement to the Janssen Engineering Building located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** Project will renovate and improve several spaces on the first floor of the Janssen Engineering Building, University of Idaho, Moscow, Idaho. The spaces to be improved are on the first floor to accommodate a Student Services Center. Initial project Authorization request is for planning and design phase. Total Project Cost to include future construction phase is eventually estimated to be \$677,000.
- 4 Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 85,000	\$ -	\$ 15,000	\$ 100,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 85,000	\$ -	\$ 15,000	\$ 100,000

History of Funding:	* Other Sources of Funds						
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Other	Total Funding
Initial Authorization Request, Design Phase Only, April 2010					\$ 100,000	\$ 100,000	\$ 100,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000

* Privately developed gift revenue raised specifically for this purpose. UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the design process and seek additional project authorization prior to bidding the construction project.

** Project Contingency

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Discussion of FY 2012 Budget Request Process (Line Items)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

BACKGROUND/ DISCUSSION

Board-approved budget requests for FY 2012 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2010. To meet this deadline, the Board has established a process for developing agency and institutional requests that will be finalized at the June 2010 Board meeting. Budget requests are developed in two parts as directed by the DFM Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. Line item requests are defined by the Board, representing the unique needs of the higher education institutions (or system), and agencies. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

An MCO request includes funding for health insurance or other personnel cost increases (Change in Employee Compensation or CEC), inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include external non-discretionary adjustments such as student enrollment increases and health education contract adjustments.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, legislature or governor.

The capital budget request is a separate process with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major maintenance projects and major capital projects through that process.

STAFF COMMENTS AND RECOMMENDATIONS

Under current economic conditions, it is estimated that state funding will continue to be austere. If this is the case, a just true MCO budget including health benefits, inflation, replacement capital and an enrollment workload adjustment would be greatly appreciated. Therefore, staff recommends line items only include occupancy costs and funds for the existing level of support for CAES.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

CAES was funded with one-time federal stimulus funds, which is why this project will need to be funded with general funds on an ongoing basis.

The Professional-Technical Education (PTE) secondary workload adjustment and capacity building are similar to the enrollment workload adjustment contained in the maintenance level budget of the college and universities budget request, but they have been designated by LSO as line items. Prioritizing these will assure that this maintenance level item is included in the agency's budget request.

The Opportunity Scholarship was appropriated \$10,000,000 in general funds in FY 2007 and FY 2008 for a total corpus of \$20,000,000. In both FY 2008 and FY 2009, the state appropriated \$1,925,000 for the payment of scholarships. The FY 2010 appropriation included the payment of \$1,000,000 in scholarships from the Opportunity Scholarship fund. The legislature did not appropriate state funds for FY 2011, but scholarships will be paid from interest earnings approximating \$1,000,000.

The information included in the final budget request must include supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BOARD ACTION

A motion to direct the agencies and institutions to use the following categories in priority order to develop FY 2012 Line Item budget requests:

1. Occupancy Costs
2. PTE secondary workload adjustment and capacity building
3. Center for Advanced Energy Studies (CAES)
4. Opportunity Scholarship
5. Strategic Initiative(s)

Moved by_____ Seconded by_____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

FY 2011 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.
Various Legislative Appropriation Bills (tab 10a page 3)

BACKGROUND/ DISCUSSION

The 2010 legislature has passed appropriation bills for the agencies and institutions of the Board. The amounts contained in legislative appropriations include various ongoing base reductions from FY 2010 and further reductions for FY 2011 for the Community Colleges and the College and Universities. Included for the College and Universities and Community Colleges are stimulus funds from the federal American Recovery and Reinvestment Act.

The table on tab 10a page 3 lists the FY 2011 appropriation bills related to the State Board of Education. As of agenda preparation time, most bills were pending signature by the Governor.

IMPACT

Appropriation bills provide spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

There are no public works appropriations for major capital projects for the agencies and institutions. The Permanent Building Fund Advisory Council approved \$11,324,800 for alteration and repair projects for the institutions and agencies under the Board. These projects are managed by the Division of Public Works.

Due to the continuing economic downturn, no funding was provided for inflation, Enrollment Workload Adjustment (EWA), replacement capital, or occupancy. Although no funding for EWA was provided, University of Idaho lost \$706,300 by operation of the EWA formula. Normally this amount would have been reallocated to the other institutions, but JFAC approved a line item which transferred the \$706,300 out of the College and Universities budget to the separately budgeted Health Education Programs in an effort to minimize cuts to those programs whose costs are largely fixed by contracts.

The balance of the unfunded EWA for the FY 2010 budget request is:

	<u>2010</u>	<u>2011 Change</u>	<u>2011</u>
Boise State University	\$1,974,400	\$3,957,400	\$5,931,800
Idaho State University	\$172,200	2,270,700	\$2,447,900
University of Idaho	\$0	\$0	\$0
Lewis-Clark State College	\$170,300	\$45,400	\$215,700

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

The intent language of the Health Programs appropriation bill states it is the intent of the Legislature that by restoring a majority of the 7% reductions and including required contract inflation all current medical, dental, veterinary, and residency programs in Idaho will remain fully intact for fiscal year 2011. It directs the State Board of Education to not reduce the number of seats or slots available in any of the Health Education Programs with the exception of the Optometry Program seats, which can be reduced as determined by the Board. Further, it directs the Board to maintain the current level of education seats in all other programs through either increases in student fees, reduction in costs, or contract renegotiations. Finally, it directs the Board to review and renegotiate all contracts for the Health Education Programs in Idaho to allow for contract adjustment in times of fiscal crisis that allow for immediate modification to the program if appropriation amounts are reduced.

Agencies of the Board

One-time federal funds for the College Access Grant were removed from the Office of the State Board of Education budget.

For the Division of Professional-Technical Education (PTE), the State General Fund reflects an overall decrease of 7.80% from the original FY2010 appropriation. (Due to holdbacks and rescissions, PTE fell below the FY10 maintenance of effort requirement to receive federal Carl D. Perkins funding. As a result, 2-3 years from now once the audit is done and the exact amount is finalized the State will be required to pay back a negotiated amount. At that point PTE would seek a supplemental appropriation or line item to pay back to the federal government.) The PTE appropriation included maintenance level decreases for statewide cost allocation and two employer health insurance premiums.

ATTACHMENTS

Attachment 1 – FY 2011 Appropriations List

Page 3

STAFF COMMENTS

The information provided will be published on the State Board of Education web page.

BOARD ACTION

Motions are included for each specific institution and agency allocation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

ATTACHMENT 1

State Board of Education
FY 2011 Appropriations of Interest to Institutions and Agencies

	General Fund	% Inc. From FY 2010	Total Fund
<u>College and Universities</u>			
General Education/Systemwide	\$217,510,800	(14.1%)	\$377,686,300
Agricultural Research & Extension	22,559,000	(9.7%)	22,609,000
Community College support	23,966,800	(9.2%)	25,027,800
Health Education Programs	9,960,600	0.2%	10,625,100
Special Programs	8,690,100	(7.6%)	9,158,800
<u>Agencies</u>			
Office of the State Board of Education	2,025,200	(9.8%)	3,450,600
Professional-Technical Education	47,577,400	(7.8%)	57,908,900
Public Broadcasting System	1,390,500	(16.2%)	2,413,900
Vocational Rehabilitation, Division	7,198,900	(6.8%)	23,172,500
State Department of Education	6,558,100	(8.6%)	33,631,100
<u>Public School Support</u>			
Division of Facilities	14,400,000	19.6%)	17,900,000
Division of Operations	406,584,400	0.2%	504,587,500
Division of Teachers	684,694,100	(1.7%)	718,615,900
Division of Administrators	76,138,900	(0.2%)	76,573,400
Division of Children's Programs	25,384,300	(16.4%)	257,085,900
Deaf & Blind Services	7,078,700	(2.6%)	7,565,800
Total Public School Support	1,214,280,400	(1.6%)	1,582,328,500

Statewide Issues

Permanent Building Fund

Alterations and repair projects; no major capital projects

S1445 gives the Governor the ability to access up to \$27,944,600 from the FY2011 Permanent Building Fund budget for the purpose of balancing the State's FY 2010 budget.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

FY 2011 College and Universities Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.C.1.d. and V.S.
Senate Bill 1419

BACKGROUND/ DISCUSSION

The legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs. The Board allocates the lump-sum appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year base; 2) funds for the Enrollment Workload Adjustment; 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request.

IMPACT

This action allocates the FY 2011 College and University lump-sum appropriation to the institutions for general education programs, and system-wide needs. The funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2011. The FY 2011 Allocation, shown on page 3, consists of the lump-sum appropriation.

ATTACHMENTS

Attachment 1 - C&U FY 2011 Appropriation Allocation	Page 3
Attachment 2 - Appropriation bill	Page 5
Attachment 3 - Statement of Purpose/Fiscal Note	Page 7

STAFF COMMENTS

Staff recommends approval of the FY 2011 College and University allocation.

BOARD ACTION

A motion to approve the allocation of the FY 2011 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Page 3.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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FY 2011 College and University Allocation
Based on Appropriation
 March 23, 2010

Appropriation:	FY10 Appr	FY11 Appr	% Chge	Sys Needs:	FY10 Appr	FY11 Appr
General Educ Approp: SB 1419				HERC	<u>1,341,000</u>	<u>1,435,500</u>
General Account	253,278,100	217,510,800	-14.12%	Tech Grants	<u>1,275,600</u>	<u>1,151,100</u>
Endowment Funds	9,616,400	9,616,600	0.00%	Sys Nds	<u>93,100</u>	<u>140,000</u>
ARRA Funds	15,313,800	4,305,900		Med. Ed.	<u>47,000</u>	
				Course Equ.	<u>144,000</u>	
Total Gen Acct & Endow Funds	<u>278,208,300</u>	<u>231,433,300</u>	-16.81%	Total	<u>2,900,700</u>	<u>2,726,600</u>
Student Fees/Misc Revenue	131,587,900	146,253,000	11.14%			
One-time Student Fees:						
Total Gen Educ Approp	<u>409,796,200</u>	<u>377,686,300</u>	-7.84%			
Allocation:	B.S.U.	I.S.U.	U.I.	L.C.S.C.	SYS-WIDE	TOTAL
FY10 General Account	78,352,400	65,809,500	92,748,000	13,467,500	2,900,700	253,278,100
FY10 ARRA Funds (one-time)	4,856,400	4,126,300	5,320,600	837,300	173,200	15,313,800
FY10 Endowment Funds	0	2,121,300	6,164,400	1,330,700	0	9,616,400
Governor's Holdback #1	(4,701,100)	(3,948,600)	(5,564,900)	(808,100)	(174,000)	(15,196,700)
Base Rescission	(1,572,800)	(1,226,300)	(1,537,300)	(273,400)	(100)	(4,609,900)
Base Reduction - ARRA Funds	(4,856,400)	(4,126,300)	(5,320,600)	(837,300)	(173,200)	(15,313,800)
Base Reduction - Research Dairy			(9,400,000)			(9,400,000)
One-Time Replacement Items	234,100	198,900	256,500	40,400	0	729,900
FY11 Budget Base	<u>72,312,600</u>	<u>62,954,800</u>	<u>82,666,700</u>	<u>13,757,100</u>	<u>2,726,600</u>	<u>234,417,800</u>
% Base Change	-7.71%	-4.34%	-10.87%	2.15%	0.00%	-7.45%
Additional Funding for FY11:						
MCO Adjustments:						
Personnel Benefits	(1,825,200)	(1,400,700)	(1,746,100)	(317,600)		(5,289,600)
Inflation including Library B&P	0	0	0	0		0
Replacement Items: One-Time	0	0	0	0		0
CEC @ 1.0%	0	0	0	0		0
Nonstandard Adjustments:						
Risk Mgmt/Controller/Treasurer	(309,800)	(319,200)	(473,200)	(78,300)		(1,180,500)
External Nonstandard Adjustments:						
Enrollment Workload Adjustment	0	0	0	0		0
Line Items	1,319,900	1,131,400	806,800	227,500	0	3,485,600
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Addl Funding	<u>(815,100)</u>	<u>(588,500)</u>	<u>(1,412,500)</u>	<u>(168,400)</u>	<u>0</u>	<u>(2,984,500)</u>
FY11 Gen Acct & Endow Allocation	<u>71,497,500</u>	<u>62,366,300</u>	<u>81,254,200</u>	<u>13,588,700</u>	<u>2,726,600</u>	<u>231,433,300</u>
% Change From FY10 Funding (line 14)	-8.75%	-5.23%	-12.39%	0.90%	-6.00%	-8.62%
% Chge From FY10 less One-time	-8.75%	-5.23%	-12.39%	0.90%	-6.00%	-8.62%
FY11 Estimated Student Fee Revenue	54,573,900	37,586,300	44,503,400	9,589,400	0	146,253,000
FY11 Operating Budget	<u>126,071,400</u>	<u>99,952,600</u>	<u>125,757,600</u>	<u>23,178,100</u>	<u>2,726,600</u>	<u>377,686,300</u>

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BY FINANCE COMMITTEE

TAB 10b Page 5

1	Restricted Fund	<u>24,592,600</u>
2	TOTAL	\$377,686,300

3 SECTION 3. There is hereby reappropriated to the State Board of Educa-
4 tion and the Board of Regents of the University of Idaho for Boise State Uni-
5 versity, Idaho State University, the University of Idaho, Lewis-Clark State
6 College, and the Office of the State Board of Education, any non-General Fund
7 unexpended and unencumbered balances of any appropriation contained in Sec-
8 tion 1, Chapter 207, Laws of 2009, to be used for nonrecurring expenditures
9 for the period July 1, 2010, through June 30, 2011.

10 SECTION 4. It is the intent of the Legislature that of the amount appro-
11 priated from the General Fund in Section 2 of this act:

12 (1) An amount not to exceed \$140,000 may be used by the Office of the
13 State Board of Education for systemwide needs;

14 (2) An amount not to exceed \$1,435,500 may be used for the mission and
15 goals of the Higher Education Research Council; and

16 (3) An amount not to exceed \$1,151,100 may be used by the State Board of
17 Education for instructional projects specifically designed to foster inno-
18 vative learning approaches using technology and to promote the Idaho Elec-
19 tronic Campus.

20 SECTION 5. As appropriated in Section 2 of this act, it is the intent of
21 the Legislature that the remaining \$4,305,900 of the college and university
22 allocation of one-time American Reinvestment and Recovery Act state fiscal
23 stabilization funds are to be allocated to the institutions of higher edu-
24 cation and systemwide programs in amounts determined by the State Board of
25 Education. Pursuant to Section 14004 of the American Recovery and Reinvest-
26 ment Act, uses of these funds may be for education and general expenditures,
27 but shall not be used for maintenance of systems, equipment or facilities.
28 After initial allocations to the institutions and systemwide programs, any
29 moneys allocated by the State Board of Education to the Center for Advanced
30 Energy Studies shall be divided equally among the University of Idaho, Idaho
31 State University and Boise State University, only.

32 SECTION 6. An emergency existing therefor, which emergency is hereby
33 declared to exist, Section 1 of this act shall be in full force and effect on
34 and after passage and approval.

STATEMENT OF PURPOSE

RS19844

This is the fiscal year 2010 rescission and fiscal year 2011 appropriation for the State Board of Education, College and Universities, in the amount of \$377,686,300.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2010 Original Appropriation	3,981.55	253,278,100	156,518,100	0	409,796,200
Reappropriation	0.00	0	44,610,700	0	44,610,700
Permanent Holdback	0.00	(29,206,600)	0	0	(29,206,600)
Omnibus Supplementals	0.00	0	729,900	0	729,900
Other Appropriation Adjustments	0.00	0	0	0	0
FY 2010 Total Appropriation	3,981.55	224,071,500	201,858,700	0	425,930,200
Noncognizable Funds and Transfers	(126.71)	0	22,981,700	0	22,981,700
FY 2010 Estimated Expenditures	3,854.84	224,071,500	224,840,400	0	448,911,900
Removal of One-Time Expenditures	(12.00)	0	(68,882,400)	0	(68,882,400)
Base Adjustments	(2.50)	729,900	0	0	729,900
FY 2011 Base	3,840.34	224,801,400	155,958,000	0	380,759,400
Benefit Costs	0.00	(5,289,600)	(88,600)	0	(5,378,200)
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	0	0	0
Statewide Cost Allocation	0.00	(1,180,500)	0	0	(1,180,500)
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	0	0	0	0
Endowment Adjustments	0.00	(200)	200	0	0
FY 2011 Program Maintenance	3,840.34	218,331,100	155,869,600	0	374,200,700
Line Items					
College and Universities					
1. Critical Needs - ARRA Reallocation	0.00	0	4,305,900	0	4,305,900
2. Occupancy Costs	0.00	0	0	0	0
3. Center for Advanced Energy					
Studies	0.00	0	0	0	0
4. Move Moneys to Health Ed.	0.00	(706,300)	0	0	(706,300)
5. GF reduction for HESF	0.00	(114,000)	0	0	(114,000)
6. Transfers Millennium Fund Request	0.00	0	0	0	0
FY 2011 Total	3,840.34	217,510,800	160,175,500	0	377,686,300
Chg from FY 2010 Orig Approp	(141.21)	(35,767,300)	3,657,400	0	(32,109,900)
% Chg from FY 2010 Orig Approp.	(3.5%)	(14.1%)	2.3%	0.0%	(7.8%)

Contact:

Statement of Purpose / Fiscal Note

S 1419

Name: Paul Headlee
Office: Budget and Policy Analysis
Phone: (208) 334-4746

ATTACHMENT 3



BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Community Colleges FY 2011 Appropriation Allocation

REFERENCE

June 2006 Board approved a process for distributing the FY 2007 State General Fund appropriation between North Idaho College (NIC) and the College of Southern Idaho (CSI)

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1415

BACKGROUND/ DISCUSSION

The legislature makes an annual appropriation to the State Board of Education for community college support. Traditionally, an informal agreement between the presidents of the two colleges resulted in the allocation of state General Funds equally (50%/50%) between CSI and NIC. In June, 2006, the Board approved the process for distributing the FY 2007 State General Fund appropriation between CSI and NIC. That process had a four year term from FY 2007 ending FY 2010.

This process has been a total success and academic student full-time equivalent (FTE) equity was met between the institutions in the FY 2009 distribution. Future funding of academic growth will be addressed by enrollment workload adjustment calculations and the corresponding funding. This would be essentially the same system and formula utilized by the college and university system.

Now that the term of the distribution process has ended, the community colleges agreed to use their current base allocation of the total appropriation going forward. Therefore, the FY 2011 allocation will include the FY 2010 allocation plus each college's respective share in any budget adjustments according to the normal budgeting process.

IMPACT

This action allocates the FY 2011 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2011 Allocation, shown on page 3, consists of the lump-sum appropriation.

ATTACHMENTS

Attachment 1 – FY 2011 CC Appropriations Allocation	Page 3
Attachment 2 - Appropriation bill	Page 5
Attachment 3 - Statement of Purpose/Fiscal Note	Page 6

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

STAFF COMMENTS

Staff recommends approval of the FY 2011 Community College allocation.

BOARD ACTION

A motion to approve the allocation of the FY 2011 appropriation for the College of Southern Idaho, North Idaho College, and College of Western Idaho, as presented on Page 3.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

**Idaho Community Colleges
Fy 11 Appropriation Allocation
23-Mar-10**

ATTACHMENT 1

SB 1415

	CSI	NIC	CWI	Total
1 Fy 09 Original Appropriation				
2 General Funds	13,169,600	11,496,800	5,000,000	29,666,400
3 Dedicated Funds	198,900	198,100	199,300	596,300
4 Total Fy 09 Orig. Appropriation	13,368,500	11,694,900	5,199,300	30,262,700
5				
6 Fy 10 Original Appropriation				
7 General Funds	11,762,100	10,058,700	4,586,200	26,407,000
8 ARRA Funds	730,700	632,000	277,500	1,640,200
9 Dedicated Funds	195,000	195,000	195,000	585,000
10 Dedicated Funds One-Time	3,000	3,000	1,700	7,700
11 Total Fy10 Orig. Appropriation	12,690,800	10,888,700	5,060,400	28,639,900
12				
13 Fy 10 Omnibus Rescission	(886,600)	(766,000)	(320,500)	(1,973,100)
14				
15 Fy 10 Total Appropriation				
16 General Funds	10,875,500	9,292,700	4,265,700	24,433,900
17 ARRA Funds One-time	730,700	632,000	277,500	1,640,200
18 Dedicated Funds	195,000	195,000	195,000	585,000
19 Dedicated Funds One-Time	3,000	3,000	1,700	7,700
20 Total Fy10 Total Appropriation	11,804,200	10,122,700	4,739,900	26,666,800
21				
22 Remove O/T Exp. ARRA	(730,700)	(632,000)	(277,500)	(1,640,200)
23 Remove O/T Exp. Dedicated	(3,000)	(3,000)	(1,700)	(7,700)
24 Other Base Adjustment: Dedicated	5,000	5,000	5,000	15,000
25				
26 Fy 11 Base				
27 General Funds	10,875,500	9,292,700	4,265,700	24,433,900
28 ARRA Funds	-	-	-	-
29 Dedicated Funds	200,000	200,000	200,000	600,000
30 Total Fy 11 Base	11,075,500	9,492,700	4,465,700	25,033,900
31				
32 DU 10.12 Health Insurance Holidays	(217,300)	(195,300)	(54,500)	(467,100)
33				
34 FY 11 Maintenance				
35 General Funds	10,658,200	9,097,400	4,211,200	23,966,800
36 Dedicated Funds	200,000	200,000	200,000	600,000
37 Total Fy 11 Base	10,858,200	9,297,400	4,411,200	24,566,800
38				
39 Fy 11 Line Items				
40 DU 12.01 Critical Needs ARRA	205,400	177,600	78,000	461,000
41				
42 Fy 11 Total Appropriation				
43 General Funds	10,658,200	9,097,400	4,211,200	23,966,800
44 ARRA Funds One-Time	205,400	177,600	78,000	461,000
45 Dedicated Funds	200,000	200,000	200,000	600,000
46 Fy 11 Total Appropriation	11,063,600	9,475,000	4,489,200	25,027,800
47				
48 Fy 11 Appropriation On Going	10,858,200	9,297,400	4,411,200	24,566,800
49				
50 GF Change from FY 09 Orig.	-19.1%	-20.9%	-15.8%	-19.2%
51 GF Change from FY 10 Orig.	-9.4%	-9.6%	-8.2%	-9.2%
52 GF Change from FY 10 Total	-2.0%	-2.1%	-1.3%	-1.9%

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LEGISLATURE OF THE STATE OF IDAHO
Sixtieth Legislature Second Regular Session - 2010

IN THE SENATE

SENATE BILL NO. 1415

BY FINANCE COMMITTEE

AN ACT

REDUCING THE APPROPRIATION TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2010; APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2011; AND DECLARING AN EMERGENCY.

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

SECTION 1. Notwithstanding any other provision of law to the contrary, the appropriation made to the State Board of Education for Community Colleges in Section 1, Chapter 254, Laws of 2009, is hereby reduced by the following amounts according to the designated expense class from the listed fund for the period July 1, 2009, through June 30, 2010:

FOR:

Trustee and Benefit Payments	\$1,973,100
------------------------------	-------------

FROM:

General Fund	\$1,973,100
--------------	-------------

SECTION 2. There is hereby appropriated to the State Board of Education for Community Colleges the following amounts to be expended according to the designated expense classes from the listed funds for the period July 1, 2010, through June 30, 2011:

FOR:

Trustee and Benefit Payments	\$25,027,800
------------------------------	--------------

FROM:

General Fund	\$23,966,800
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American Reinvestment Fund	461,000
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Community College Fund	<u>600,000</u>
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TOTAL	\$25,027,800
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SECTION 3. An emergency existing therefor, which emergency is hereby declared to exist, Section 1 of this act shall be in full force and effect on and after passage and approval.

STATEMENT OF PURPOSE

RS19845

This is the fiscal year 2011 appropriation for the community colleges in the amount of \$25,027,800.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2010 Original Appropriation	0.00	26,407,000	2,232,900	0	28,639,900
Community Colleges					
1. CWI-Enrollment Growth	0.00	0	0	0	0
Permanent Holdback	0.00	(1,973,100)	0	0	(1,973,100)
Other Appropriation Adjustments	0.00	0	0	0	0
FY 2010 Total Appropriation	0.00	24,433,900	2,232,900	0	26,666,800
Noncognizable Funds and Transfers	0.00	0	0	0	0
FY 2010 Estimated Expenditures	0.00	24,433,900	2,232,900	0	26,666,800
Removal of One-Time Expenditures	0.00	0	(1,647,900)	0	(1,647,900)
Base Adjustments	0.00	0	15,000	0	15,000
FY 2011 Base	0.00	24,433,900	600,000	0	25,033,900
Benefit Costs	0.00	(467,100)	0	0	(467,100)
Inflationary Adjustments	0.00	0	0	0	0
Replacement Items	0.00	0	0	0	0
Change in Employee Compensation	0.00	0	0	0	0
Nondiscretionary Adjustments	0.00	0	0	0	0
FY 2011 Program Maintenance	0.00	23,966,800	600,000	0	24,566,800
Line Items					
Community Colleges					
1. Critical Needs - ARRA Reallocation	0.00	0	461,000	0	461,000
2. Occupancy Costs	0.00	0	0	0	0
3. Remainder of ARRA Title 14	0.00	0	0	0	0
FY 2011 Total	0.00	23,966,800	1,061,000	0	25,027,800
Chg from FY 2010 Orig Approp	0.00	(2,440,200)	(1,171,900)	0	(3,612,100)
% Chg from FY 2010 Orig Approp.	0.0%	(9.2%)	(52.5%)	0.0%	(12.6%)

Contact:**Name:** Paul Headlee**Office:** Budget and Policy Analysis**Phone:** (208) 334-4746

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT

Division of Professional-Technical Education FY 2011 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.C.1.d.

BACKGROUND/ DISCUSSION

The Idaho Legislature appropriates funds for professional-technical education to the Division of Professional-Technical Education (PTE) in five designated programs: State Leadership and Technical Assistance, General programs, Postsecondary Programs, Underprepared and Unprepared Adults/Displaced Homemakers, and Related Services. PTE requests approval of the allocation of the FY2011 appropriated funds detailed in Attachment 1.

The allocation is based on the level approved by JFAC recommendation and the Provisions of the State Plan for Professional-Technical Education. The postsecondary allocation is based on the Annual Plan and Budget Request from the respective technical colleges. The State General Fund reflects an overall decrease of 7.80% from the original FY2010 appropriation. (Due to holdbacks and rescissions, PTE fell below the FY10 maintenance of effort requirement to receive federal Carl D. Perkins funding. As a result, 2-3 years from now once the audit is done and the exact amount is finalized the State will be required to pay back a negotiated amount. At that point PTE would seek a supplemental appropriation or line item to pay back to the federal government.) The PTE appropriation included maintenance level decreases for statewide cost allocation and two employer health insurance premiums.

IMPACT

Establish FY 2011 operating budget.

ATTACHMENTS

Attachment 1 - FY 2011 Appropriation Allocation	Page 3
Attachment 2 - Appropriation bill	Page 5
Attachment 3 - Statement of Purpose/Fiscal Note	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOARD ACTION

A motion to approve the allocation of the FY 2011 legislative appropriation for the Division of Professional-Technical Education as presented on Pages 3-4.

Moved by _____ Seconded by _____ Yes _____ No _____

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

Allocation of State Division of Professional-Technical Education

FY 2011 Appropriation

	FY10 Allocation	FY11 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	\$ 1,910,500	\$ 1,827,700
Operating Expenses	423,200	386,900
Capital Outlay	0	0
Totals	\$ 2,333,700	\$ 2,214,600
By Source of Revenue:		
General Funds	1,974,100	1,864,000
One-time General Funds	0	0
Federal Funds	359,600	350,600
Totals	\$ 2,333,700	\$ 2,214,600
Program 02 (General Programs)		
By Major Program Area:		
Secondary Formula	\$ 10,317,572	\$ 10,008,769
Professional-Technical School Added Cost	2,434,400	2,434,400
General Programs Leadership	280,300	213,700
Special Programs		
Federal Leadership	726,268	700,671
Advanced Learning Partnership	420,000	420,000
Adult/Retraining	697,340	759,240
Support and Improvement Services	1,116,320	874,820
Totals	\$ 15,992,200	\$ 15,411,600
By Source of Revenue		
General Funds	\$ 11,084,200	\$ 10,555,000
One-time General Funds	0	0
Federal Funds	4,840,200	4,788,800
Dedicated Funds	67,800	67,800
Totals	\$ 15,992,200	\$ 15,411,600
Program 03 (Postsecondary Programs)		
By Technical College:		
College of Southern Idaho	5,889,090	5,370,556
College of Western Idaho	7,222,680	6,583,712
Eastern Idaho Technical College	6,214,397	5,683,820
Idaho State University	10,153,879	9,259,625
Lewis-Clark State College	3,999,167	3,642,478
North Idaho College	4,302,887	3,919,609
Totals	\$ 37,782,100	\$ 34,459,800
By Source of Revenue:		
General Funds	\$ 37,324,100	\$ 33,992,800
One-time General Funds	0	0
Unrestricted Funds	458,000	467,000
Totals	\$ 37,782,100	\$ 34,459,800

57	Allocation of State Division of Professional-Technical Education		
58	FY 2011 Appropriation		
59		FY10	FY11
60		Allocation	Allocation
61			
62	Program 04 (Underprepared Adults/Displaced Homemaker Program)		
63			
64	By Major Program:		
65	Postsecondary Formula	\$ 1,992,800	\$ 1,975,700
66	Displaced Homemaker Program	409,100	370,000
67			
68	Totals	\$ 2,401,900	\$ 2,345,700
69			
70	By Source of Revenue:		
71	General Funds	\$ 239,100	\$ 200,000
72	Federal Funds	1,992,800	1,975,700
73	Dedicated Funds	170,000	170,000
74	Totals	\$ 2,401,900	\$ 2,345,700
75			
76	Program 05 (Related Services)		
77			
78	By Standard Class:		
79	Personnel Costs	\$ 362,900	\$ 346,500
80	Operating Expenses	276,700	251,000
81	Trustee Payments	2,886,500	2,879,700
82	Totals	\$ 3,526,100	\$ 3,477,200
83			
84	By Source of Revenue:		
85	General Funds	978,400	965,600
86	One-Time General Funds	0	0
87	Federal Funds	2,168,700	2,136,800
88	Dedicated Funds	140,000	140,000
89	Miscellaneous Revenue	239,000	234,800
90	Totals	\$ 3,526,100	\$ 3,477,200
91			
92	By Source of Revenue:		
93	General Funds	\$ 51,599,900	\$ 47,577,400
94	One-time General Funds	0	0
95	Federal Funds	9,361,300	9,251,900
96	Dedicated Funds	377,800	377,800
97	Unrestricted Funds	458,000	467,000
98	Miscellaneous Revenue	239,000	234,800
99	Totals	\$ 62,036,000	\$ 57,908,900

BY FINANCE COMMITTEE

TAB 10d Page 5

grams according to the designated expense classes from the listed funds for the period July 1, 2010, through June 30, 2011:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR TRUSTEE AND BENEFIT PAYMENTS	FOR LUMP SUM	TOTAL
I. STATE LEADERSHIP AND TECHNICAL ASSISTANCE:					
FROM:					
General					
Fund	\$1,579,800	\$284,200			\$1,864,000
Federal Grant					
Fund	<u>247,900</u>	<u>102,700</u>			<u>350,600</u>
TOTAL	\$1,827,700	\$386,900			\$2,214,600
II. GENERAL PROGRAMS:					
FROM:					
General					
Fund	\$191,200	\$22,500	\$10,341,300		\$10,555,000
Hazardous Materials/Waste Enforcement					
Fund			67,800		67,800
Federal Grant					
Fund	<u>164,700</u>	<u>23,700</u>	<u>4,600,400</u>		<u>4,788,800</u>
TOTAL	\$355,900	\$46,200	\$15,009,500		\$15,411,600
III. POSTSECONDARY PROGRAMS:					
FROM:					
General					
Fund				\$33,992,800	\$33,992,800
Unrestricted					
Fund				<u>467,000</u>	<u>467,000</u>
TOTAL				\$34,459,800	\$34,459,800
IV. UNDERPREPARED ADULTS/DISPLACED HOME MAKERS:					
FROM:					
General					
Fund			\$200,000		\$200,000
Displaced Homemaker					
Fund			170,000		170,000
Federal Grant					
Fund			<u>1,975,700</u>		<u>1,975,700</u>
TOTAL			\$2,345,700		\$2,345,700

	FOR	FOR	FOR	FOR	
	PERSONNEL	OPERATING	TRUSTEE AND	LUMP	
	COSTS	EXPENDITURES	BENEFIT	SUM	TOTAL
			PAYMENTS		
V. RELATED SERVICES:					
FROM:					
General					
Fund	\$114,000	\$10,700	\$840,900		\$965,600
Miscellaneous Revenue					
Fund	188,300	46,500			234,800
Seminars and Publications					
Fund		140,000			140,000
Federal Grant					
Fund	<u>44,200</u>	<u>53,800</u>	<u>2,038,800</u>		<u>2,136,800</u>
TOTAL	\$346,500	\$251,000	\$2,879,700		\$3,477,200
GRAND TOTAL	\$2,530,100	\$684,100	\$20,234,900	\$34,459,800	\$57,908,900

SECTION 4. There is hereby reappropriated to the State Board of Education for Professional-Technical Education any non-General Fund unexpended and unencumbered balance of any appropriation contained in Section 1, Chapter 248, Laws of 2009, to be used for nonrecurring expenditures, for the period July 1, 2010, through June 30, 2011.

SECTION 5. It is the intent of the Legislature to have Legislative Services Office staff evaluate midway through fiscal year 2011 the extent to which Professional-Technical Education may have fallen below the maintenance of effort (MOE) requirement to receive federal Carl D. Perkins funding. If it is determined that the MOE will not be met in fiscal year 2011, the Joint Finance-Appropriations Committee will consider a request for supplemental General Fund moneys sufficient to meet the MOE so as to avoid potential repayment of funds at a later date.

SECTION 6. An emergency existing therefor, which emergency is hereby declared to exist, Sections 1 and 2 of this act shall be in full force and effect on and after passage and approval.

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STATEMENT OF PURPOSE

RS19847

This is the fiscal year 2011 appropriation for the Division of Professional-Technical Education in the amount of \$57,908,900.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2010 Original Appropriation	549.27	51,599,900	1,078,900	9,361,300	62,040,100
Reappropriation	0.00	0	218,300	126,000	344,300
Permanent Holdback	0.00	(3,250,800)	0	0	(3,250,800)
FY 2010 Total Appropriation	549.27	48,349,100	1,297,200	9,487,300	59,133,600
Noncognizable Funds and Transfers	(15.36)	0	0	(99,600)	(99,600)
FY 2010 Estimated Expenditures	533.91	48,349,100	1,297,200	9,387,700	59,034,000
Removal of One-Time Expenditures	0.00	0	(222,400)	(126,000)	(348,400)
Base Adjustments	0.00	0	9,000	0	9,000
FY 2011 Base	533.91	48,349,100	1,083,800	9,261,700	58,694,600
Benefit Costs	0.00	(733,300)	(4,200)	(9,800)	(747,300)
Statewide Cost Allocation	0.00	(38,400)	0	0	(38,400)
FY 2011 Program Maintenance	533.91	47,577,400	1,079,600	9,251,900	57,908,900
Line Items					
FY 2011 Total	533.91	47,577,400	1,079,600	9,251,900	57,908,900
Chg from FY 2010 Orig Approp	(15.36)	(4,022,500)	700	(109,400)	(4,131,200)
% Chg from FY 2010 Orig Approp.	(2.8%)	(7.8%)	0.1%	(1.2%)	(6.7%)

Contact:**Name:** Paul Headlee**Office:** Budget and Policy Analysis**Phone:** (208) 334-4746

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Idaho Robert R. Lee Promise Scholarship – Approve Category A Award.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-4305(2), 33-4307(2)(a)

Idaho Administrative Procedures Act (IDAPA) 08.01.05

BACKGROUND/DISCUSSION

The intent of the Idaho Robert R. Lee Promise Scholarship Category A award is to encourage the best and brightest Idaho students to attend an Idaho college or university. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. The provisions of Idaho Code §33-4307(2)(a), require the State Board of Education to annually set the amount of the award. The amount of the award has been \$3,000 per year (\$1,500 per semester) since the fall 2001 semester.

The FY 2011 appropriation will fund approximately 105 scholarships. Seventy five percent of the new scholarships are awarded to students pursuing academic programs and twenty five percent are awarded to professional-technical students.

IMPACT

The Joint Finance and Appropriations Committee (JFAC) approves scholarships and grants funding at an aggregate level. The Office of the State Board of Education (OSBE), as the administering agency, then allocates the funding among the scholarships and grants. The Category A Scholarship Program will have \$335,000 for the 2010-2011 academic year.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Promise Category A scholarship in the amount of \$3,000 per year (\$1,500 per semester).

BOARD ACTION

A motion to approve the amount of the Idaho Promise Scholarship, Category A, at \$3,000 per year (\$1,500 per semester) for those applicants who are selected to receive or renew the Idaho Robert R. Lee Promise Category A scholarship for the 2010-2011 academic year.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Idaho Promise Scholarship – Approve Category B Award.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-4305 and 33-4308

Idaho Administrative Procedures Act (IDAPA) 08.01.05

BACKGROUND/ DISCUSSION

The Idaho Promise Scholarship Category B award is available for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. This scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship. State law requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

Statute permits the State Board of Education to set the annual individual amount up to \$600 and the total award up to \$1,200. If actual awards are different than projected for the fall 2010 semester, the Board may choose to increase or decrease the amount of the award for the spring 2011 semester.

The FY 2011 legislative appropriation will provide for the Promise Category B Scholarship \$3,747,625. Based upon participation during FY 2010, Board staff has estimated the number of eligible students in academic year 2010-2011 to be approximately 8,700 students. With the award set at \$400 per student per year, the total amount awarded to all eligible students would be \$3,480,000.

Actual student numbers for the fall 2010 semester will be reviewed and if an adjustment is necessary, staff will recommend an adjustment in the award amount for the spring 2011 semester (October, 2010 Board Meeting)

IMPACT

The Idaho Promise Scholarship Category B provides a merit-based scholarship to Idaho high school students in an attempt to motivate students to excel in high school and attend an Idaho college. Estimated number of students receiving scholarships is 8,700.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Promise Category B scholarship in the amount of \$200 per semester (\$400 annually).

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOARD ACTION

A motion to approve the amount of the Idaho Promise Scholarship, Category B, at \$200 per semester per student (\$400 annually) for those current recipients who maintain eligibility and for qualified first-year entering students under the age of 22 in academic year 2010-2011, and to delegate to the Executive Director the authority to approve adjustments to the amount as necessary resulting from any holdbacks that may be ordered by the Governor during FY 2011.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

FY 2011 Idaho Opportunity Scholarship

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5605

IDAPA 08.01.13.010.01 and 08.01.13.300.02.a

BACKGROUND/ DISCUSSION

The intent of the Idaho Opportunity Scholarship is to provide financial resources to Idaho students who are economically disadvantaged, to close the gap between the estimated cost of attending an eligible Idaho institution of higher education and the expected student and family contribution toward such educational costs, and to encourage the educational development of such students in eligible Idaho postsecondary educational institutions. Provisions of the rules governing this scholarship program require that the State Board of Education annually establish the maximum amount of the award, the cost of attendance for purposes of this award determination, and the amount of the expected family contribution. The maximum award amount for FY 2010 was \$3,000 per year (\$1,500 per semester); the expected family contribution for FY 2010 was \$5,000; and the standard cost of attendance for award determination purposes was \$16,500 for the FY 2010 award year.

Twenty million dollars was set aside during the 2007 and 2008 legislative session to fund an endowment for this scholarship program. For FY2010, the Joint Finance - Appropriations Committee (JFAC) approved \$1 million for the FY 2010 academic year to be used for scholarships. This was a reduction of 48% or \$925,000 from the appropriation for the first two years of this program. The interest earnings from the Opportunity Scholarship Account were used during the FY 2010 year to help fund the Opportunity Scholarship program. Unfortunately, due to the continuing budget crisis, the Legislature was unable to appropriate funding for the Opportunity Scholarship for FY 2011. The only funding available to fund Opportunity Scholarships for the FY 2011 year will be interest earnings on the endowment, which are estimated to be approximately \$1,000,000. Authorized administrative costs up to a maximum of 5% (not to exceed \$75,000) are permitted and must come from this same funding source. Staff anticipates having approximately 335 renewal scholarships for FY 2011.

The maximum award amount set for the FY 2010 academic year was \$3,000. This amount is recommended for the FY 2011 academic year as well. The majority of full-year student recipients were eligible for the maximum \$3,000 award. The scholarship methodology provides "last dollars." Using this model, not all students will receive full awards.

The Board is responsible for setting the cost of attendance (COA) which is used in the formula to determine the amount of a student's award and the maximum amount of the scholarship award.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

For purposes of the formula, the staff recommendation is to use a maximum of \$16,500 as the COA to determine scholarship awards. This amount was based on the average COA from our four-year institutions during the 2008 academic year. Due to funding limitations, staff is not requesting an adjustment for the 2011 award cycle.

Eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board. Board staff recommends that the amount of the student contribution remain at \$5,000 for FY 2011. Additionally, it is recommended that the Board accept student-initiated scholarships and gifts from non-federal and non-institutional sources as part of the student contribution. It is also recommended that the Board count the Federal Academic Competitiveness and SMART grants towards the expected student contribution.

IMPACT

No new general funds were provided for Opportunity scholarships for FY 2011. The only funding available for Opportunity Scholarships will be from interest earnings to-date. Staff estimates approximately \$1 million in interest will be available to fund scholarships for FY2011. The majority of this will be used to fund renewal awards. It is estimated that we will be able to award scholarships for 335 returning students.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Opportunity Scholarship in the amount of \$3,000 per year (\$1,500 per semester).

Staff recommends the annual Cost of Attendance for the Opportunity scholarship award formula to be set at \$16,500.

Staff recommends that the student contribution be set at \$5,000, and to accept the Federal Academic Competitiveness and Smart grants along with other student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Staff further recommends that in cases where further clarification is needed to determine whether aid counts towards the student responsibility the Board appoints the Student Affairs Program Manager or the designee of the Executive Director to make these determinations on behalf of the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOARD ACTION

A motion to approve the maximum amount of the Idaho Opportunity Scholarship, to be \$3,000 per year (\$1,500/semester) for those applicants who are selected to receive or renew the Idaho Opportunity Scholarship for the Fiscal Year July 1, 2010-June 30, 2011.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

A motion to set the Cost of Attendance to be used in the formula that determines the award for the Opportunity Scholarship at a maximum of \$16,500 for the FY 2011 academic year.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

A motion to approve the student contribution for the FY 2011 academic year at \$5,000, and to accept the Federal Academic Competitiveness and Smart grants along with other student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. In cases where further clarification is needed to determine whether aid counts towards the student responsibility, the Board delegates to the Executive Director or his designee authority to make these determinations on its behalf.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Second reading to amend Board policy V.K. Construction Projects

REFERENCE

August 2008	First Reading of Policy Section V.K., motion failed 5-3, not approved by Board
February 2010	First Reading approved by Board

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a and V.K.1-3.

BACKGROUND / DISCUSSION

Current policy requires that revisions that substantially alter the use of the project causing changes in project costs between \$250,000 and \$500,000 must first be submitted to the Executive Director for review and approval. Changes in project costs of more than \$500,000 must first be submitted to the Board for its review and approval.

IMPACT

The attached revised policies will increase the threshold for institutional CEO approval from \$250,000 to \$350,000, increase the Executive Director's maximum approval authority from \$500,000 to \$750,000, and increase the threshold for Board approval from \$500,000 to \$750,000.

ATTACHMENTS

Attachment 1 - Revised Governing Policy Section V.K.1-3

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The revised policies will assist the Board in maintaining its level of oversight without the requirement of direct approval by increasing the approval authority of the institutions and Executive Director.

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

BOARD ACTION

A motion to approve the second reading of the amendment to Board Policy V.K.. Construction Projects.

Moved _____ Seconded _____ Carried Yes _____ No _____

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1. Major Project Approvals - Proposed Plans

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

2. Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be between three hundred fifty thousand dollars (\$350,000) and seven hundred fifty thousand dollars (\$750,000), must first be submitted to the executive director for review and approval. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed seven hundred fifty thousand dollars (\$750,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

3. Fiscal Revisions to Previously Approved Projects

If the project budget increases above the approved amount, then the institution, school, or agency may be required to seek further authorization, as follows:

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

ATTACHMENT 1

March 2010

Project Originally Authorized By	Original Project Cost	Cumulative Value of Change(s)	Aggregate Revised Project Cost	Change Authorized By
Local Agency	< \$350,000	Any	< \$350,000	Local Agency
Local Agency	< \$350,000	Any	\$350,000-\$750,000	Executive Director
Local Agency	<\$350,000	Any	> \$750,000	SBOE
Executive Director	\$350,000-\$750,000	<= \$250,000	<= \$500,000	Local Agency
Executive Director	\$350,000-\$750,000	Any	> \$500,000 \$750,000	SBOE
SBOE	> \$750,000	<\$350,000	Any	Local Agency
SBOE	> \$750,000	\$350,000-\$750,000	Any	Executive Director
SBOE	> \$750,000	>\$750,000	Any	SBOE

All modifications approved by the Executive Director shall be reported quarterly to the Board.

4. Project Acceptance

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

5. Statute and Code Compliance

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Second Reading – Occupancy Costs funding policy

REFERENCE

April 2008

February 2010

JFAC Occupancy Costs Policy – Information Item

1st Reading approved by Board

APPLICABLE STATUTES, RULE OR POLICY

Joint Finance Appropriations Committee's "Occupancy Costs Policy for Higher Education Facilities"

BACKGROUND / DISCUSSION

Prior to adoption of this policy, occupancy costs were requested based on a formula in a spreadsheet maintained by the Board Office. On the funding side, JFAC had historically funded occupancy costs on an ad hoc basis, often subject to the whims of the political process. In recognition of the arbitrary nature of the funding process, the FY 2008 appropriation for the College & Universities included the following intent language: "It is legislative intent that no further occupancy costs for postsecondary institutions shall be funded by the Legislature until a written policy has been established which sets forth the eligibility criteria and formula by which occupancy costs are to be calculated."

Pursuant to the intent language, on December 20, 2007, a JFAC subcommittee convened a work session with the institutional financial vice presidents, and reached agreement on a written policy related to requests for occupancy funding for general education spaces at higher education institutions. The Policy was ratified by the full committee in the 2008 Session.

IMPACT

The Policy defines terms and documents the formula used to calculate occupancy costs.

Under the Policy, the Office of the State Board of Education (OSBE) is required to provide JFAC and the Governor written notification of Board major project approval within 10 days of Board action in order for the project to be eligible for occupancy costs in the future.

The Policy provides that if occupancy costs are requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

ATTACHMENTS

Attachment 1 - Amendment to Board Policy V.B.

Page 3

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

The Board was first notified of this policy in an information item in the April 18, 2008 agenda. This policy clarifies for institutions and decisions-makers which space is eligible for occupancy funding and how much may be requested for each eligible space.

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

BOARD ACTION

A motion to approve the second reading of the proposed amendment to Board Policy V.B. as submitted.

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

March 2010

B. Budget Policies

1. Budget Requests

For purposes of Items 1. and 10., the community colleges (CSI, CWI and NIC) are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

2. Budget Requests and Expenditure Authority

- a. Budget requests must include projected miscellaneous receipts based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected miscellaneous receipts revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).

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- b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in miscellaneous receipts is required.
- c. Miscellaneous receipts collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in receipts.

3. Operating Budgets (Appropriated)

a. Availability of Appropriated Funds

- i. Funds appropriated by the legislature from the State General Account for the operation of the institutions, school and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when appropriation legislation contains an emergency clause.
- ii. These funds are generally allotted periodically or are disbursed on submission of expenditure vouchers to the Office of the State Controller.

b. Approval of Operating Budgets

- i. The appropriated funds operating budgets for the institutions, school and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.
- ii. During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.

c. Budget Transfers and Revisions

- i. Chief Executive Officer Approval
- ii. The chief executive officer of each institution, agency, school, office, or department is responsible for approving all budget transfers.
- iii. Allotment and Allotment Transfers
- iv. Requests for allotments or changes in allotments are submitted by the institution, school or agency to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education.

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(Refer to allotment form in the Fiscal Reference Manual of the Division of Financial Management.) The Office of the State Board of Education will coordinate the request for allotments and changes to allotments for the college and universities.

4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)**a. Auxiliary Enterprises Defined**

An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

b. Operating Budgets

- i. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.
- ii. All proposed expenditures from accumulated operating reserves in excess of \$50,000 must be reported to the Board at the next scheduled meeting.

5. Operating Budgets (Non-appropriated -- Local Service Operations)**a. Local Service Operations Defined**

Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

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- b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

6. Operating Budgets (Non-appropriated -- Other)

- a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

7. Agency Funds

- a. Agency funds are assets received and held by an institution, school or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution, school or agency exercises no fiscal control.
- b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution, school or agency following established institutional disbursement procedures.

8. Major Capital Improvement Project -- Budget Requests

For purposes of Item 8., the community colleges (CSI, CWI and NIC) are included, except as noted in V.B.8.b. (2).

a. Definition

A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

b. Preparation and Submission of Major Capital Improvement Requests

i. Permanent Building Fund Requests

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Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

ii. Other Requests

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

c. Submission of Approved Major Capital Budget Requests

The Board is responsible for the submission of major capital budget requests for the institutions, school and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

10. Occupancy Costs.

a. Definitions.

- i. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.
- ii. "Eligible Space" means all space other than auxiliary enterprise space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use.

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- iii. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.
 - iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.
- b. Notification of New Eligible Space.
- i. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been received by the Governor and the Joint Finance-Appropriations Committee. Written notification shall be submitted by the Office of the State Board of Education or a community college within ten business days of final project approval by the State Board of Education or its executive director, or a community college board of trustees. Written notification shall include:
 - a. description of the eligible space, its intended use, and how it relates to the mission of the institution;
 - b. estimated cost of the building or facility, and source(s) of funds;
 - c. estimated occupancy costs; and
 - d. estimated date of completion.
 - ii. A facility approved by the Legislature and the Governor in the Permanent Building Fund budget satisfies the notice requirement for purposes of requesting occupancy costs.
- c. Sources of Funds. Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.
- d. Required Information. Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).
- e. Occupancy Costs Formula.
- i. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.
 - ii. Utility Costs: \$1.75 per GSF.

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- iii. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.
- iv. Other Costs:
 - (1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
 - (2) .0005 current replacement value (CRV) for insurance; and
 - (3) .0003 current replacement value (CRV) for landscape maintenance.
- v. The formula rates may be periodically reviewed against inflation.
- vi. Reversions.
 - (1) If eligible space which received occupancy costs is later:
 - a) razed and replaced with non-eligible space; or
 - b) converted to non-eligible space,then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
 - (2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.
- f. Unfunded Occupancy Costs. If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

Student Health Insurance Program (SHIP) Consortium; approval of Best-Value vendor contract

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16

REFERENCE

April 2009

Information item

BACKGROUND/DISCUSSION

In the fall of 2008, Boise State University, Idaho State University, and Lewis-Clark State College joined together to form a Student Health Insurance Plan (SHIP) Consortium. In addition to piloting the concept of a consortium, the institutions, in conjunction with the Idaho Division of Purchasing, partnered with Arizona State University to implement a procurement methodology focused on obtaining a “Best Value” vendor.

The project was divided into three phases:

1. Request for Information (RFI): A RFI was developed to identify potential barriers to a successful Consortium and to educate the vendor community about the procurement. As part of the RFI, the Consortium held both stakeholder and vendor informational meetings.
2. Request for Proposal (RFP): The Consortium documented baseline performance metrics and a measurement plan. A final RFP was issued July 30, 2009.
3. Proposal Phase: Pre-award was made on November 18th at which time the vendor began to work with the University's to address detailed consortium issues. All issues were resolved and the vendor accepted by the University's on January 21, 2010 with the final contract subject to approval by the Board in April 2010.

The contract is for the period three (3) years and seven (7) optional renewals of one (1) year each, subject to mutual agreement between the parties. The contract award will be released by the Division of Purchasing upon approval by the Board.

IMPACT

The contract will be awarded to Renaissance Agencies, a national student health insurance provider. They have obtained underwriting from Nationwide insurance and will use the services of Ameribend, a third party claims processor based in Boise. The combination of resources from the three companies has created an effective solution for the universities. Renaissance acts as the point of contact and is responsible for the performance under the contract.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

In addition to managing costs while maximizing coverage, the Consortium used this project as an opportunity to pilot the Best Value procurement process. The Best Value process embeds post-award reporting to continually measure performance throughout the life of the contract. Both the contractor and the institutions are reviewed to evaluate efficiency in delivery of services. The benefits of using the Best Value process include increased accountability of vendors and institutions, streamlined internal processes focused on value and efficiency, reduced disputes and litigation, and more transparent processes.

The Best-Value results to the customer based on the vendor selected are:

- student premium decreases by 2% (-\$26)
- spouse and dependent premium decreases by 19% (-\$519)
- benefits/coverage improve overall

In addition to the reductions for 2010-2011, the vendor is holding the initial rates flat for two years so students will not see any additional inflation in the 2011-2012 academic year.

The dollar value of the contract to the vendor is estimated at \$11,377,129 per year for all three institutions.

ATTACHMENTS

Attachment 1 – Purchase Order	Page 5
Attachment 2 – BSU Plan	Page 7
Attachment 3 – ISU Plan	Page 23
Attachment 4 – LCSC Plan	Page 41

STAFF COMMENTS AND RECOMMENDATIONS

The institutions and the Division of Purchasing were very pleased with the Best-Value process and the outcome of this project. In the end, the process truly did identify the Best-Value vendor. Under the existing program, student premiums increased an average of \$124 per year for the past four years, and an average of \$126 for spouse/dependent premiums over that same time. The contract award will stabilize student and spouse/dependent premium rates for the first time in four years and provide better coverage.

Board Policy V.R.3.b.vii. provides that the Board may delegate the approval of student health insurance premiums to the chief executive officer without a reporting requirement. At the June 18, 2009 meeting the Board voted to permanently delegate to the executive officer the approval of these rates.

A copy of the full contract is on file at the Office of the State Board of Education and is available for review upon request. Staff finds the contract meets Board Policy on student health insurance and recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

BOARD ACTION

A motion to approve the contract purchase order with Renaissance Agencies, Inc. to provide a student health insurance plan for Boise State University, Idaho State University and Lewis-Clark State College for the period of three (3) years and seven (7) optional renewals of one (1) year each, subject to mutual agreement between the parties, and to authorize the Executive Director to execute the contract on behalf of the Board and the named institutions.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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undefined Purchase Order

Bill To:
State of Idaho

Send invoices to the address
listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Contract Purchase Order

Contract Purchase Order
CPO02267

This Award is Awaiting Auto Release:
Scheduled AWARD Release Date to Awarded Vendor: Wed Apr 21, 2010
Scheduled Award Notifications Release Date: Wed Apr 21, 2010

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Wed Apr 21, 2010
F.O.B: Destination
Terms: net 30

VENDOR: RENAISSANCE AGENCIES, INC.
1437 Seventh Street
Suite 400
Santa Monica, CA 90401
Attn: Vice President
Vendor Nbr:
Emailed To: heidi@renstudent.com
Phone: 310-394-0440
Fax: 310-394-0142
Account Number: P00000082284

Start of Service Mon Apr 05, 2010
Date
Thu Apr 04, 2013
End of Service
Date:

Solicitation#: RFP02201
DOC#: PREQ16539

File(s) Attached:

- ☐ BSU Work Plan.pdf
- ☐ ISU Work Plan.pdf
- ☐ LCSC Work Plan.pdf
- ☐ BSU-10b--draft5.pdf
- ☐ ISU_10b--draft2.pdf
- ☐ LCSC-10b--draft3.pdf
- ☐ Pre-Award Document.pdf

Buyer: DIANE ROBINSON 208-332-1631

Assign/Manage pCard

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Student Health Insurance Plan - To include Boise State University, Idaho State University and Lewis Clark State College. (953-48) (nt)	1 LOT	1.00	1.00
	Sub-Total:			1.00
	Total:			1.00
CONTRACT PURCHASE ORDER (CPO) AWARD				
This Contract is for a RFP02201 Student Health Insurance Plan for the Boise State University, Idaho State University and Lewis Clark State College and for the benefit of the State of Idaho and eligible				

political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. Additionally this contract includes pre-award document dated January 21, 2010, Work Plans for ISU, BSU and LCSC and individual Student Health Insurance Plans for BSU, LCSC and ISU. This Contract shall be for the period of Three (3) Years (and 7 optional renewals of One (1) years each, subject to mutual agreement between the parties).

Vendor Contact:..... Ken Nelson
 Phone:..... 310-394-0440
 Toll Free:..... 800-537-1777
 Facsimile:..... 310-394-0142
 E-mail:..... ken@renstudent.com

INVOICES MUST BE SENT TO Boise State University
 Agency Contact:..... Terri Spinazza
 Phone:..... 208-426-2168
 Facsimile:..... 208-426-1152
 E-Mail Address:..... tspinazz@boisestate.edu

INVOICES MUST BE SENT TO Idaho State University
 Agency Contact:..... David Buck
 Phone:..... 208-282-3111
 Facsimile:..... 208-282-4722
 E-Mail Address:..... buckdavi@isu.edu

INVOICES MUST BE SENT TO Lewis Clark State College
 Agency Contact:..... Sheila Kom
 Phone:..... 208-792-2288
 Facsimile:..... 208-792-2077
 E-Mail Address:..... sheilak@lcsc.edu

General
 Comments:

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

The dollar amount listed in the contract pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract. This contract will be assigned to the State Board of Education when BSU, ISU, LCSC and EITC have the required policies and procedures in place and approved by the Board of Education pursuant to Section 67-5728(2).

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Contract Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

Approved: _____
 State Board of Education

Date: _____

Instructions:

Freight / Handling Included in Price

By: DIANE ROBINSON



2010-2011

Student Health Insurance Plan

SHIP

underwritten by
Nationwide Life Insurance Company

policy number
302-109-1108

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INSURANCE ID CARD

Your permanent ID card was sent to you along with this brochure. Permanent ID cards are automatically mailed to you only once each school year (not each semester). If you need a replacement card, please contact Renaissance Insurance Agency, Inc. at 1-800-537-1777. **Always carry your insurance ID card with you.**

UNIVERSITY HEALTH SERVICES (UHS)

Students are encouraged to use University Health Services first whenever possible, where medical, wellness and counseling services are available, as well as limited pharmacy services. To schedule an appointment, please call 1-208-426-1459. UHS is located at 1529 Belmont Street, Boise, ID 83706.

ELIGIBILITY

Students

The following students are automatically covered under the Student Health Insurance Plan (SHIP), unless proof of other comparable coverage is provided and a waiver is submitted by the Waiver Deadline Date each semester:

- All full-fee paying domestic undergraduate students enrolled in at least 12 credits
- All full-fee paying domestic graduate students enrolled in at least 9 credits
- All graduate assistants and graduate fellows enrolled in at least 9 credits (includes self-support courses in determining credits)
- All intercollegiate athletic graduate assistants
- All international students

In addition, all intercollegiate student-athletes are automatically covered under this plan (no waiver allowed).

Part-time students (unless international students or intercollegiate athletes) are not eligible for SHIP. Self-support courses do not count towards full-time enrollment except as identified above.

Covered Students must actively attend classes for at least the first 31 days of the period for which coverage is purchased. Except in the case of medical withdrawal due to Sickness or Injury (as verified and approved by the school), any student withdrawing from school during the first 31 days of the period for which coverage is purchased will not be covered under this Policy and a full refund of premium will be made (provided no claims have been filed). Students withdrawing after such 31-day period will remain covered under the Policy for the term purchased and no refund will be allowed.

Nationwide Life Insurance Company (hereinafter "the Company") maintains its right to investigate student (and Dependent) status and attendance records to verify that the policy eligibility requirements have been met. If and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium less any claims paid.

Graduating Students

Students who are graduating are eligible to enroll in SHIP Continuation for three (3) additional months after the termination date of their final term of coverage in SHIP. Students must enroll for SHIP Continuation coverage within 31 days of the termination date of that term. The three (3) month SHIP Continuation coverage may only be purchased once per lifetime.

Dependents

Covered Students may also insure their eligible Dependents who are the Covered Student's: 1) legally married spouse who is not legally separated from and resides with the Covered Student; or 2) unmarried child under the age of 25 who receives more than one-half of his or her financial support from the Covered Student.

Eligible Dependents must be enrolled by the Enrollment Deadline Date or within 60 days of birth, adoption, marriage, or arrival in the U.S.

If a child is born to a Covered Student, that child will be covered under the plan for the first 60 days after: 1) the birth date of the newly born child; 2) the effective date of adoption of the child by the student; or 3) the date of placement of the child for adoption with the student. Coverage for such child will be for Sickness and Injury, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care. Should the student's coverage terminate before the end of the 60-day period, newborn coverage will not extend beyond the student's termination date.

(continued on page 2)

ELIGIBILITY (continued from page 1)

The Covered Student will have the right to continue coverage for the child beyond 60 days. To continue the coverage the Covered Student must: 1) notify Renaissance Insurance Agency, Inc. by the 60th day; and 2) pay the monthly pro-rated cost of coverage for the remainder of the current term, if required. Once Renaissance has been notified, the Covered Student will have 31 days (in addition to the initial 60 days) to submit payment of any additional premium. If the Covered Student does not use this right as stated here, all coverage as to that child will terminate at the end of the 60-day period.

The term "children" includes a Covered Student's biological children, step-children and adopted children from the date of placement who depend upon the Covered Student for full support.

Any **Dependent** on active duty in any military, naval, or air force of any country is not eligible for coverage under the policy.

WAIVER REQUIREMENTS

Students who wish to waive coverage under the plan must submit satisfactory proof of comparable and verifiable continuing health insurance coverage by the Waiver Deadline Date **each semester**. In order to qualify for a waiver, the student must be covered under a health insurance plan which includes, at a minimum, the following:

- Maximum Benefit of at least \$100,000 per accident or illness;
- Deductible not to exceed \$5,000 (a maximum \$1,000 Deductible is strongly recommended);
- Coinsurance amount not to exceed 25% of in-network PPO charges (insurance pays at least 75%) and 50% of out-of-network PPO charges;
- For international students, the plan must have at least \$10,000 of repatriation coverage and \$15,000 of medical evacuation coverage; and
- Plans **must** be operated and based in the United States and must be in full compliance with applicable federal laws. International students may not waive with insurance from their home country.

Students who are covered under a plan that does not meet all of these requirements will not be allowed to waive coverage under this plan.

Students who are eligible to waive coverage under this plan must sign onto BroncoWeb to submit a waiver request. The waiver must be completed by the Waiver Deadline Date each semester. Please see the Waiver FAQ for more details, which is available at <http://healthservices.boisestate.edu> or www.renstudent.com/boisestate.

Deadline to Waive Coverage in SHIP

Fall: September 3, 2010

Spring/Summer: January 31, 2011

Please note **student-athletes** are not eligible to waive coverage in SHIP.

ENROLLMENT PROCEDURE**Students (Basic SHIP)**

All eligible students who have not waived coverage by the Waiver Deadline Date each semester will be automatically enrolled in the plan. The cost for SHIP is included in the tuition fee bill each semester.

If an eligible student has waived out of the plan and later experiences an Involuntary Loss of Coverage, he or she may enroll in SHIP for the remainder of the current term, provided it is done *within 31 days of termination of prior coverage*. These students must submit proof of loss of coverage, along with an enrollment form and the monthly pro-rated cost of coverage for the remainder of the semester. For information on how to enroll in SHIP after an Involuntary Loss of Coverage, please contact Renaissance Insurance Agency, Inc. at 1-800-537-1777.

Intercollegiate Athletes (Basic SHIP)

All intercollegiate student-athletes are automatically enrolled in SHIP (no waiver allowed). The benefit for Injury as a result of Intercollegiate Sports is limited to a Policy Year Maximum Benefit of \$90,000 per Injury.

For an additional cost of \$285 per semester (on top of the SHIP premium), intercollegiate student-athletes may elect to enroll in the Supplemental Athletic Coverage. With this supplemental coverage, after the SHIP Deductible has been met, the Company will pay 100% of the Preferred Allowance for in-network providers and 80% of Reasonable and Customary Expenses for non-network providers for Covered Charges (for Injury due to participation in intercollegiate sports only), up to the Policy Year Maximum of \$90,000 per Injury. This coverage may only be purchased, and becomes effective and will terminate, simultaneously and in conjunction with SHIP. For information on how to enroll in the Supplemental Athletic Coverage, please contact the Boise State University Athletic Insurance Coordinator at 1-208-426-5444.

Dependents (Basic SHIP)

Students may enroll eligible **Dependents** in the plan online with a MasterCard or Visa at www.renstudent.com/boisestate by the **Dependent** Enrollment Deadline Date.

Students who wish to pay by check or money order may download a **Dependent** enrollment form from www.renstudent.com/boisestate and submit the completed form, along with the proper payment, to Renaissance Insurance Agency, Inc. (must be postmarked by the **Dependent** Enrollment Deadline Date).

If a student wishes to enroll a new Dependent, and it is past the Deadline Date, the student must contact Renaissance Insurance Agency, Inc. at 1-800-537-1777. Newly acquired **Dependents** (spouse and/or children) are not subject to the **Dependent** Enrollment Deadline Dates. However, enrollment and payment (if required) for all newly acquired **Dependents** must be received within 60 days of marriage or within 91 days of birth or placement of a Dependent child as defined herein. **Otherwise, enrollment and payment cannot be accepted after the **Dependent** Enrollment Deadline Dates listed.**

Optional Catastrophic Coverage

The Lifetime Aggregate Maximum of \$250,000 under **Basic SHIP** may be increased to \$500,000 by paying the appropriate additional premium.

This coverage may only be purchased by students who are eligible for and are enrolled in **Basic SHIP** and it may only be purchased at the beginning of the Policy Year in the Fall Term (by the Deadline Date below).

(continued on page 4)

ENROLLMENT (continued from page 3)

This coverage begins payment after the Lifetime Aggregate Maximum of \$250,000 has been reached under **Basic SHIP**, providing an additional \$250,000 benefit for a combined Lifetime Aggregate Maximum of \$500,000 for all **conditions**.

Students may enroll (along with eligible **Dependents**) in the Optional Catastrophic Coverage online with a MasterCard or Visa at www.renstudent.com/boisestate by the Enrollment Deadline Date below. Students who wish to pay by check or money order may download an enrollment form from www.renstudent.com/boisestate and submit the completed form, along with the proper payment, to Renaissance Insurance Agency, Inc. (must be postmarked by the Enrollment Deadline Date below).

*Changes from one plan maximum of coverage to another are allowed only at the beginning of the Policy Year in the Fall Term (by the Deadline Date). **Dependents may only enroll in the Optional Catastrophic Coverage if the student is also enrolled in the Optional Catastrophic Coverage.***

Deadline to Enroll in the Optional Catastrophic Coverage

September 3, 2010

SHIP Continuation

Students may enroll in **SHIP Continuation** online with a MasterCard or Visa at www.renstudent.com/boisestate within 31 days of the termination date of their current coverage under SHIP. Students who wish to pay by check or money order may download an enrollment form from www.renstudent.com/boisestate and submit the completed form, along with the proper payment, to Renaissance Insurance Agency, Inc. (must be postmarked within 31 days of the termination date of their current coverage under SHIP). Eligible **Dependents** of enrolled students may also be enrolled under **SHIP Continuation** provided they were also covered under SHIP in the immediately preceding term. **The three (3) month SHIP Continuation coverage may only be purchased once per lifetime.**

COSTS OF COVERAGE

Basic SHIP	Fall	Spring/Summer
Student	\$ 787.00	\$ 787.00
Spouse	\$ 925.00	\$ 1,277.00
Child(ren)	\$ 793.00	\$ 1,095.00
Optional Catastrophic Coverage	Annual	
Student	\$ 293.00	
Spouse	\$ 892.00	
Child(ren)	\$ 537.00	

These rates are in addition to the Basic SHIP rates above and are charged in the Fall term. In order to continue the Optional Catastrophic Coverage in the Spring/Summer term, students (and Dependents if applicable) must enroll in the Basic for Spring/Summer.

SHIP Continuation—3 Months	Basic	Catastrophic*
Student	\$ 810.00	\$ 149.00
Spouse	\$1,135.00	\$ 412.00
Child(ren)	\$ 975.00	\$ 241.00

* Paid in addition to the Basic SHIP Continuation rates.

Student costs are pending State Board approval of the 2010-2011 fee structure later this spring.

The Spouse and Child(ren) costs are *in addition to* the Student cost.

PREMIUM REFUNDS

Except in the case of a medical withdrawal, if a student withdraws from school during the first 31 days of coverage under the plan a full refund of premium for the applicable term will be made upon request and the coverage will be as if it had never been in effect. In addition, if a student enters full-time active military service or, in the case of an international student, permanently returns to the home country or country of regular domicile, a pro rata refund will be issued only upon written request from the school. Otherwise, premium refunds are not allowed. **In the event a claim has been filed, premium is fully earned and a refund is not available under any circumstances.**

TERMS OF COVERAGE**Effective Date**

Coverage for students and student-athletes enrolling in **Basic SHIP** will become effective at 12:01 a.m. on the effective date of the term for which premium has been paid.

Coverage for students enrolling in the Optional Catastrophic Coverage will become effective at 12:01 a.m. on the effective date of the term for which premium has been paid, provided enrollment and proper payment are received by the Deadline Date.

For students who previously waived coverage under SHIP and elect to enroll later due to an Involuntary Loss of Coverage, coverage will be effective at 12:01 a.m. on the day **after** the date **that payment** and completed enrollment form received by mail are postmarked, provided it is within 31 days of the termination of prior coverage.

Coverage for students enrolling in **SHIP Continuation** becomes effective at 12:01 a.m. **on the termination** date of their final term of coverage as a registered student, provided enrollment and payment are received within 31 days of this date.

Coverage for eligible **Dependents** becomes effective at 12:01 a.m. on the latest of: 1) the first date of the applicable term in which the **Dependent** is enrolling; 2) the day **after** the date that online enrollment is completed; or 3) the day **after** the date that full payment and completed application received by mail are postmarked.

Termination Date

Coverage terminates at 12:01 a.m. on the earliest of the following dates:

1. The date the Policy is terminated by the Policyholder or the Company;
2. The last day of the Term of Coverage for which premium is paid;
3. The date an Insured Person enters full-time active military service or, for international students, the date the Insured Person permanently returns to the home country;
4. The last day of the period through which premium has been paid, following the date a **Dependent** ceases to be a **Dependent** as described herein.

(continued on page 6)

TERMS OF COVERAGE (continued from page 5)

Dependent coverage will not be effective prior to that of the student or extend beyond that of the student, except as specifically provided under the Extension of Benefits provision.

Term	Effective Date	Termination Date	Dependent Enrollment Deadline
Students and Dependents			
Fall	8/14/10	1/15/11	9/03/10
Spring/Summer	1/15/11	8/15/11	1/31/11
Student-Athletes and Dependents			
Fall	7/31/10	1/01/11	9/03/10
Spring/Summer	1/01/11	8/01/11	1/31/11

We do not send termination or renewal notices. It is the Insured's responsibility to renew coverage in a timely manner, subject to continuing eligibility. Eligibility requirements must be met each time premium is paid to continue coverage.

EXTENSION OF BENEFITS

The coverage provided under this Policy ceases on the Insured's termination date. However, if an Insured Person is totally disabled on the termination date from a covered Injury or Sickness for which benefits were paid, Covered Charges for such Injury or Sickness will continue to be paid until the date the disability ends, or for a period of 12 months, whichever is earlier.

The total payments made in respect of the Insured Person for such condition both before and after the termination date will never exceed the Lifetime Aggregate Maximum Benefit. After this Extension of Benefits provision has been exhausted, all benefits cease to exist and under no circumstances will further benefits be made. This provision is applicable only to the extent the Insured Person is not enrolled in the ensuing term of coverage in this plan or other similar health insurance coverage.

Dependents that are newly acquired during the Covered Student's Extension of Benefits period are not eligible for benefits under the provision. This Extension of Benefits provision does not apply to prescription drug coverage.

Totally disabled means, with respect to the Covered Student, the inability to attend classes at the location where he or she is enrolled. With respect to a Dependent, or the Covered Student if such classes are not in session, totally disabled means the inability to perform those activities that are normal for a person in good health of the same age and sex.

PREFERRED PROVIDER ORGANIZATION

This plan has incorporated into the coverage access to a Preferred Provider Organization (PPO) of Doctors, Hospitals and other facilities who have contracted to provide specific medical care at a discounted, negotiated rate. The Preferred Provider Organizations for this plan are the Idaho Physicians Network (IPN), which is available for local and statewide medical care, and First Health Network (FHN) which is available for medical care nationwide when seeking treatment outside of Idaho.

In-Network Providers (PPO)

Network access provides benefits nationwide for Covered Charges incurred at 80% of the Preferred Allowance for a covered Injury or Sickness when treated by network providers. When utilizing a PPO provider or facility there will be a 20% out-of-pocket Coinsurance expense for which the Insured Person is responsible.



When the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges incurred for treatment by a PPO Provider exceeds \$4,000 for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges incurred for treatment by a PPO Provider for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

For a complete listing of the PPO Hospital and Doctor facilities **within Idaho**, call the Idaho Physicians Network (IPN) at **1-866-476-1076** or visit www.ipnmd.com or www.renstudent.com/boisestate.

For PPO Hospital and Doctor facilities **outside of Idaho**, call the First Health Network at **1-800-226-5116** or visit www.myfirsthealth.com or www.renstudent.com/boisestate.

If an Insured Person is being treated by a Preferred Provider for an acute, serious chronic condition, pregnancy, newborn, or a terminal illness, and the Provider's contract terminates with the PPO, the Insured Person may be eligible under certain conditions to continue treatment with the Provider at the PPO rate. Contact the claims administrator for details.

Please be aware that if an Insured Person is treated at a PPO Hospital, it does not mean that all providers at that Hospital are PPO providers. In addition, if an Insured Person is referred by a PPO provider to another provider or facility, it does not mean that the provider or facility to which the Insured Person is referred is also a PPO provider. For instance, if a network Doctor gives a referral to a non-network lab for tests or a non-network anesthesiologist is used for a surgery in a network Hospital, the Insured Person will have to pay the higher Coinsurance for the non-network providers. It is the Insured's responsibility to verify that a provider is currently a member of the PPO Network. This information can be found on the network websites listed above.

Out-of-Network Providers (non-PPO)

If a non-PPO provider or facility is utilized, coverage is available worldwide at 60% of Reasonable and Customary Expenses (R&C). If a non-PPO provider or facility is utilized, there is a 40% Coinsurance factor for which the Insured Person is responsible. Covered Charges for Emergency treatment by a non-PPO provider or facility will be paid at 80% of R&C.

When the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges incurred for treatment by a non-PPO Provider exceeds \$6,000 for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges incurred for treatment by a non-PPO Provider for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

SCHEDULE OF BENEFITS

The Company will pay for the Covered Charges listed below, up to the following limits.

DEDUCTIBLE

The Insured Person is responsible for paying the Deductible amount listed before the Company will begin paying benefits.

In-Network Providers: \$250 per Policy Year

Out-of-Network Providers: \$500 per Policy Year

The Deductible is waived at University Health Services.

COINSURANCE MAXIMUM LIMIT

Once the Deductible has been met, the Policy pays 80% of Covered Charges when utilizing in-network providers and 60% of Covered Charges when utilizing out-of-network providers, except as specified below. If the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges exceeds the Coinsurance Maximum Limit for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

In-Network Providers: \$4,000 per Policy Year

Out-of-Network Providers: \$6,000 per Policy Year

LIFETIME AGGREGATE MAXIMUM

After satisfaction of the Deductible, the Company will pay for Medically Necessary Covered Charges incurred as the result of a Sickness or Injury, according to the applicable limits stated below, up to the Lifetime Aggregate Maximum of \$250,000 (\$500,000 if the Optional Catastrophic Coverage is purchased) for all conditions combined.

Coverage for Injuries sustained during participation in regularly scheduled inter-collegiate sports events of Boise State University (including the regular season for such sport, the supervised practice and tryout for such sport, and the travel to and from sports events and practices) is limited to a Policy Year Maximum of \$90,000 per Injury.

COVERED CHARGES are limited to the following:

INPATIENT	
HOSPITAL CONFINEMENT ROOM AND BOARD daily average semi-private room rate and general nursing care provided by a Hospital	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
INTENSIVE CARE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
MATERNITY AND NEWBORN CARE during Hospital Confinement, including routine nursery care provided immediately after birth	PPO: Paid as any other Sickness NON-PPO: Paid as any other Sickness LIMIT: up to 48 hours after birth (96 hours for cesarean delivery)

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SCHEDULE OF BENEFITS (continued from page 8)

INPATIENT (continued)	
HOSPITAL CONFINEMENT MISCELLANEOUS such as the cost of the operating room, laboratory tests, x-ray examinations including professional fees, anesthesia, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies; dressings; oxygen tent	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
SKILLED NURSING FACILITY AND REHABILITATION CARE EXPENSE daily average semi-private room rate and general nursing care provided by the facility; includes miscellaneous services	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 60 days per Policy Year
SURGICAL EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: If multiple procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures
ASSISTANT SURGEON	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ANESTHETIST professional services in connection with inpatient surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
PRE-ADMISSION TESTING if testing occurs within 7 working days prior to admission	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
PHYSICAL THERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DOCTOR VISITS does not apply when related to surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day
TREATMENT OF MENTAL DISORDERS AND/OR ALCOHOL AND SUBSTANCE ABUSE for inpatient or intermediate care	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of \$7,000 per Policy Year

(continued on page 10)

SCHEDULE OF BENEFITS (continued from page 9)

OUTPATIENT	
EMERGENCY ROOM EXPENSE for use of Hospital emergency room, operating room, laboratory and x-ray examinations, and supplies	COPAY: \$200 per visit (waived if admitted) PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C (80% in the case of an Emergency)
URGENT CARE CENTER	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DAY SURGERY MISCELLANEOUS scheduled surgery performed in a Hospital or outpatient facility, including use of operating room, laboratory tests and x-ray examinations (including professional fees), anesthesia, drugs or medicines (excluding take-home) and supplies, therapeutic services (excluding physical therapy)	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
SURGICAL EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: If multiple procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures
ASSISTANT SURGEON	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ANESTHETIST professional services in connection with outpatient surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DOCTOR VISITS does not apply when related to surgery	UHS: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day
ROUTINE WELLNESS EXAM student only <i>Includes Doctor's visit and UHS-referred routine diagnostic x-ray and laboratory tests)</i>	UHS: 100% of Covered Charges PPO: not covered NON-PPO: not covered LIMIT: limited to one exam per Policy Year

(continued on page 11)

SCHEDULE OF BENEFITS (continued from page 10)

OUTPATIENT (continued)	
MEDICALLY NECESSARY TREATMENT OF ACNE	UHS: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ALLERGY TESTING AND TREATMENT	UHS: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
INJECTIONS when administered in a Doctor's office when no other service is received; includes allergy immunotherapy	UHS: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
CHIROPRACTIC TREATMENT includes diagnosis and related services	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of 24 visits per Policy Year
RADIATION THERAPY AND CHEMOTHERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
LABORATORY TESTS <i>UHS sends certain lab tests off-site for processing. These fees are payable at the PPO level and are subject to the Deductible.</i>	UHS: 100% of Covered Charges (only if processed at UHS) PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DIAGNOSTIC SERVICES includes x-rays, CAT scans, PET scans, MRI and nuclear medicine	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
TESTING FOR DISORDERS includes Doctor visits and related laboratory expenses for eating, learning, and sleep disorders	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
TREATMENT OF MENTAL DISORDERS AND/OR ALCOHOL AND SUBSTANCE ABUSE	UHS: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of 12 visits per Policy Year outside of UHS (no limit at UHS)
PRESCRIPTION DRUGS <i>Prescriptions are only available through the Express Scripts prescription drug card program.</i>	GENERIC COPAY: \$10 BRAND NAME COPAY: \$20 LIMIT: up to a \$500 retail price maximum per Policy Year (except for infusion therapy drugs) <i>The Copay applies to each 30-day supply.</i> To locate an Express Scripts pharmacy: www.Express-Scripts.com 1-800-447-9638

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SCHEDULE OF BENEFITS (continued from page 11)

OUTPATIENT REHABILITATION SERVICES (includes benefits for rehabilitation services that are expected to result in significant physical improvement within two months of the start of treatment)	
PHYSICAL THERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 20 visits per Policy Year
MASSAGE THERAPY	UHS: 100% of Covered Charges PPO: not covered NON-PPO: not covered LIMIT: up to a maximum of 20 visits per Policy Year
OCCUPATIONAL THERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 20 visits per Policy Year
SPEECH THERAPY payable only when the speech impediment or dysfunction results from Injury, stroke, autism or a congenital anomaly	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 20 visits per Policy Year
PULMONARY THERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 20 visits per Policy Year
CARDIAC THERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 36 visits per Policy Year
OTHER	
AMBULANCE SERVICES for ground and air	PPO: 80% of Preferred Allowance NON-PPO: 80% of R&C LIMIT: for Emergency only
DURABLE MEDICAL EQUIPMENT/BRACES AND APPLIANCES includes diabetic supplies	UHS: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of \$2,500 per Policy Year (when Medically Necessary and prescribed by the attending Doctor)
INFUSION THERAPY includes all related services, supplies and drugs	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of \$3,000 per Policy Year

(continued on page 13)

SCHEDULE OF BENEFITS (continued from page 12)

OTHER (continued)	
PROSTHETIC DEVICES	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of \$2,500 per Policy Year (limited to a single purchase of each type of prosthetic device per Policy Year)
DENTAL TREATMENT for Injury to sound, natural teeth or extraction of abscessed teeth or impacted wisdom teeth only	PPO: 80% of Preferred Allowance NON-PPO: 80% of R&C LIMIT: must be started within 3 months of the Accident and completed within 12 months of Accident
PREGNANCY including complications of pregnancy	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: paid as any other Sickness
HOME HEALTH CARE must be under the direction of a Doctor and in conjunction with the need for skilled nursing care	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of 60 visits per Policy Year
HOSPICE EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C

BREAST CANCER SCREENING

Coverage is provided for mammography examinations at the following intervals: 1) one baseline mammogram for any woman who is 35 through 39 years of age; 2) a mammogram every two years for any woman who is 40 through 49 years of age, or more frequently if recommended by the woman's physician; 3) a mammogram every year for any woman who is 50 years of age or older; and 4) a mammogram for any woman desiring a mammogram for medical cause.

BREAST RECONSTRUCTION FOLLOWING MASTECTOMY

Coverage is provided for breast reconstruction following mastectomy, including reconstruction of the breast on which the mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses (e.g. breast implant) and treatment for physical complications of the mastectomy, including lymphedema.

GENERAL EXCLUSIONS

No benefits will be paid for loss or expense caused by, contributed to, or resulting from, or treatment, services, or supplies for, at, or related to:

1. Eyeglasses, contact lenses including but not limited to routine eye refractions, eye exams, radial keratotomy or similar surgical procedures to correct vision, except in the case of Injury;
2. Hearing screenings or hearing examinations or hearing aids and the fitting or repairing of hearing aids, except in the case of Injury;
3. Vaccinations, inoculations and preventive shots: a) required for travel; b) required for employment; c) provided as wellness or prevention; **except as specifically provided herein;**
4. Treatment (other than surgery) of chronic conditions of the foot including, but not limited to, weak or fallen arches, flat or pronated foot, subluxations of the foot, foot strain, care of corns, calluses, toenails or bunions, corrective shoes, shoe inserts and orthotics;
5. Cosmetic surgery, plastic surgery, resulting complications, consequences and after effects or other services and supplies that the Company determines to be furnished primarily to improve appearance rather than a physical function or control of organic disease, except as provided herein or for treatment of an Injury that is covered under the Policy. Improvements of physical function does not include improvement of self-esteem, personal concept of body image, or relief of social, emotional, or psychological distress. Procedures not covered include, but are not limited to: face lifts, rhinoplasty, sagging eyelids, prominent ears, skin scars, baldness, and correction of breast size, asymmetry or shape by means of reduction, augmentation, or breast implants (except for correction of deformity resulting from mastectomy or lymph node dissection). This exclusion does not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered **Dependent** child;
6. Sexual reassignment surgery;
7. Treatment, service, or supply which is not Medically Necessary for the diagnosis, care or treatment of the Sickness or Injury involved;
8. Treatments which are considered to be unsafe, Experimental, or Investigational by the American Medical Association (AMA) and resulting complications;
9. Custodial care;
10. Treatment on or to the teeth or gums, except as provided herein;
11. TMJ;
12. For an Injury sustained by reason of a motor vehicle Accident to the extent that benefits are paid or payable by any other valid and collectible insurance whether or not claim is made for such benefits;
13. Reproductive/infertility services including but not limited to: fertility tests, infertility (male or female) including any services or supplies rendered for the purpose or with the intent of inducing conception. Examples of fertilization procedures are ovulation induction procedures, in vitro fertilization, embryo transfer or similar procedures that augment or enhance reproductive ability; artificial insemination; premarital examination; impotence, organic or otherwise;
14. **Sterilization or sterilization reversal; vasectomy; prescription and non-prescription birth control, except as specifically provided herein;**

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GENERAL EXCLUSIONS (continued from page 14)

15. Routine newborn infant care, well baby nursery and related Doctor charges including circumcision and congenital conditions, except as specifically provided for in this Policy for newborn or adopted infants;
16. Elective termination of pregnancy including the morning after pill, except to preserve the life of the female upon whom the abortion is performed;
17. Hospital Confinement or any other services or treatment for which the Insured Person is not legally obligated to pay or for which no charge is made;
18. Services provided normally without charge by the health service of the Policyholder, or services covered or provided by a student health fee;
19. Treatment in a government Hospital, unless there is a legal obligation for the Insured Person to pay for such treatment;
20. Any services of a Doctor, nurse, or health care practitioner who lives with the Insured Person or who is related to the Insured Person by blood or marriage;
21. Services received after the Insured's coverage ends, except as specifically provided under the Extension of Benefits Provision;
22. Vitamins, minerals, food supplements, herbs, herbal formulas, or home remedies; except as provided herein;
23. Any and all over the counter smoking cessation and treatment of nicotine addiction products;
24. Obesity treatment: services and associated expenses for the treatment of obesity and any resulting complications, consequences and after effects of treatment that involves surgery and any other associated expenses, including, but not limited to: a) gastric or intestinal bypasses; b) gastric balloons; c) stomach stapling; d) wiring of the jaw; e) panniculectomy; f) appetite suppressants; g) surgery for removal of excess skin or fat;
25. Injury or Sickness for which benefits are paid or payable under any workers' compensation or occupation disease law or act, or similar legislation;
26. War or any act of war, declared or undeclared; or while in the armed forces of any country;
27. Solid organs, including but not limited to: autologous and allogenic bone marrow transplants, autologous and allogenic stem cell transplants, including non-human organs or bone marrow; anything caused by, contributed to, or resulting from an organ transplant, including complications thereof;
28. Acupuncture or acupressure; aroma therapy; hypnotism; rolfing;
29. Nonmalignant warts, moles and lesions unless Medically Necessary;
30. Hyperhidrosis;
31. Snoring, including oral appliances for snoring, except when provided as part of treatment for documented obstructive sleep apnea;
32. Routine physical examinations, health examinations or preschool physical examinations, **except as specifically provided herein;**
33. Maintenance therapy which is defined as those therapy services rendered to a Covered Person who is no longer making documentable progress to maintain the level of progress previously attained;
34. Services of a private duty nurse;
35. Psychosurgery;
36. Growth hormone therapy; and
37. **Voluntary, elective or prophylactic treatment (medical, surgical or pharmacological) for a condition that is not presently exhibiting symptoms, or is in absence of a disease state or condition that is presently creating pathological changes to any body structure or function.**

PRE-EXISTING CONDITION LIMITATION

Pre-Existing Conditions are not covered for the first 12 months following the Insured's Effective Date of coverage under the Policy.

This limitation will not apply if, during the period immediately preceding the Insured's Effective Date of coverage under this Policy, the Insured Person was covered under prior Creditable Coverage for 12 consecutive months. Prior Creditable Coverage of less than 12 months will be credited toward satisfying the Pre-Existing Condition limitation. This waiver will apply only if the Insured Person becomes eligible and applies for coverage within 63 days of termination of his or her prior coverage.

Pregnancy, including complications of pregnancy, shall not be considered a Pre-Existing Condition under the Policy. In addition, this limitation will not apply to a newborn **Dependent** child or a child adopted by the Covered Student or placed with the Covered Student for adoption, if the adoption or placement for adoption occurs while the Covered Student is covered under the Policy.

Creditable Coverage includes:

- Any individual or group Policy, contract or program, that is written or administered by a disability insurance Company, health care service plan, fraternal Benefits society, self-Insured employer plan, or any other entity, and that arranges or provides medical, Hospital, and surgical Coverage not designed to supplement other private or governmental plans. The term includes continuation or conversion Coverage but does not include accident only, credit, Coverage for onsite medical clinics, disability income, Medicare supplement, long-term care insurance, dental, vision, Coverage issued as a supplement to liability insurance, insurance arising out of a workers' compensation or similar law, automobile medical payment insurance, or insurance under which Benefits are payable with or without regard to fault and that is statutorily required to be contained in any liability insurance Policy or equivalent self-insurance.
- The Federal Medicare programs pursuant to Title XVIII of the Social Security Act.
- The Medicaid program pursuant to Title XIX of the Social Security Act.
- Any other publicly sponsored program, provided in this state or elsewhere, of medical, Hospital and surgical care.
- 10 U.S.C.A. Chapter 55 (commencing with Section 1071) (Civilian Health and Medical Program of the Uniformed services (CHAMPUS)).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health Benefits risk pool.
- A health plan offered under 5 U.S.C.A. Chapter 89 (commencing with Section 8901) (Federal Employees Health Benefits Program (FEHBP)).
- A public health plan as defined in federal regulations authorized by Section 2701(c) (1)(I) of the Public Health Service Act, as amended by Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996.
- A health Benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C.A. Sec. 2504(e)).
- Any other Creditable Coverage as defined by subsection (c) of Section 2701 of Title XXVII of the federal Public Health Services Act (42 U.S.C. Sec. 300gg(c)).

COORDINATION OF BENEFITS

This plan is primary, however, if an Insured Person is also covered under one or more other plans, the benefits payable under this Policy will be coordinated with the benefits payable under the other plan(s). Coordination of Benefits means the order in which claims are paid. Coordination permits secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed 100% of the total allowable expenses. For further explanation of Coordination of Benefits, please see the policy on file at the University or contact AmeriBen.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the brochure.

Accident means an event that is sudden, unexpected, and unintended, and over which the Insured Person has no control.

Coinsurance means the percentage of the expense for which the Insured Person is responsible for a covered service.

Coinsurance Maximum Limit means the maximum amount of money an Insured Person pays for Coinsurance amounts in a Policy Year. This amount is shown on the Schedule of Benefits. There are separate Coinsurance Maximum Limit amounts for in-network and out-of-network benefit levels.

Copayment (Copay) means a specified dollar amount an Insured Person must pay for specified charges. The Copayment is separate from and not a part of the Deductible or Coinsurance or Coinsurance Maximum Limit.

Covered Charge means those charges for any treatment, services or supplies: 1) for network providers not in excess of the Preferred Allowance; 2) for non-network providers not in excess of the charges of the Reasonable and Customary Expense therefore; and 3) not in excess of the charges that would have been made in the absence of this insurance; and 4) incurred while this Policy is in force as to the Insured Person, except with respect to any covered expense payable under the Extension of Benefits Provision.

Covered Student means an eligible student of the University who is insured under the Policy.

Deductible means the amount of expenses for covered services and supplies which must be incurred by the Insured Person before specified benefits become payable.

Dependent means a person who is the Covered Student's:

- Legally married spouse, who is not legally separated from the Covered Student and resides with the Covered Student; or
- Unmarried child under the age of 25 who receives more than one-half of his or her financial support from the Covered Student.

The term child refers to the Covered Student's unmarried:

- Natural child;
- Stepchild or foster child. A stepchild is a Dependent on the date the Covered Student marries the child's parent. A foster child is a Dependent from the moment of placement with the Covered Student as certified by the agency making the placement; or
- Adopted child, including a child placed for adoption with the Covered Student, from the moment of placement as certified by the agency making the placement. Placed for adoption or placement means the assumption and retention by a Covered Student of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. The child's placement with a Covered Student terminates upon the termination of that legal obligation.

(continued on page 18)

DEFINITIONS (continued from page 17)

Doctor means: 1) a legally qualified physician licensed by the state in which he or she practices; 2) a practitioner of the healing arts performing services within the scope of his or her license as specified by the laws of the state of residence of such practitioner; or 3) a certified nurse midwife while acting within the scope of that certification. The term does not include a person who ordinarily resides in the Insured Person's home or is related to the Insured Person by blood or marriage.

Emergency means Sickness or Injury for which immediate medical treatment is sought at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy; or
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Experimental/Investigational means the service or supply has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication.

Hospital means a facility which provides diagnosis, treatment, and care of persons who need acute inpatient hospital care under the supervision of Doctors. It must be licensed as a general acute care hospital according to state and local laws. Hospital shall also include a psychiatric health facility for the treatment of mental or psychoneurotic disorders. Facilities primarily treating drug addiction or alcoholism that are licensed to provide these services are also included in this definition.

Hospital does not include an institution, or part thereof, which is other than incidentally a nursing home, a convalescent hospital, or a place for rest or the aged.

Hospital Confinement means confinement in a Hospital for at least 18 hours for which a room and board charge is made by reason of Sickness or Injury for which benefits are payable. The readmission for the same or related Sickness or Injury, within a 72 hour period, will be considered a continuation of confinement.

Injury means bodily Injury due to a sudden, unforeseeable, external event which results solely, directly and independently of disease, bodily infirmity or any other causes. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Insured Person means an eligible student or eligible **Dependent** who has been accepted for coverage and who has paid the required premium.

Involuntary Loss of Coverage means that prior coverage has been involuntarily terminated due to no fault of the Insured, which includes coverage that terminates due to a loss of employment by the student or the student's spouse or parent. This definition does not include coverage that has a predetermined termination date, or expiration of COBRA eligibility, and does not apply to coverage that has been voluntarily terminated.

Lifetime Aggregate Maximum means the amount payable by the Company for incurred Covered Charges for all Injuries or Sicknesses paid under this Policy or under any other Policy issued to the University by this Company.

Medically Necessary means a treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided.

(continued on page 19)

DEFINITIONS (continued from page 18)

A treatment, drug, device, procedure, supply or service shall not be considered Medically Necessary if it:

1. Is Experimental/Investigational or for research purposes;
2. Is provided solely for educational purposes or the convenience of the patient, the patient's family, Doctor, Hospital or any other provider;
3. Exceeds in scope, duration or intensity the level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
4. Could have been omitted without adversely affecting the patient's condition or the quality of medical care;
5. Involves treatment with or the use of a medical device, drug or substance not formally approved by the U.S. Food and Drug Administration (FDA). If the prescribed drug is recognized as safe and effective for the treatment of a Sickness or Injury by one or more of the Standard Medical Reference Compendia or in the Medical Literature, even if the prescribed drug has not been approved by the FDA for the treatment of that specific Sickness or Injury, coverage will be provided, subject to the exclusions and limitations of the Policy;
6. Involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
7. Can be safely provided to the patient on a more cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

Mental Disorder means nervous, emotional, and mental disease, illness, syndrome or dysfunction classified in the most recent addition of the Diagnostic and Statistical Manual of Mental Disorders (DSM IV) or its successor as a mental disorder on the date medical care or treatment is rendered to an Insured Person.

Pre-Existing Condition means Sickness or Injury for which medical care, treatment, diagnosis or advice was received or recommended within the six (6) consecutive months prior to the Insured's Effective Date of coverage under the Policy.

Preferred Allowance means the amount a network provider has agreed to accept as payment in full for Covered Charges.

Reasonable and Customary Expense (R&C) means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

1. The actual amount charged by the provider;
2. The negotiated rate, if any; or
3. The charge which would have been made by a provider of medical services for a comparable service or supply in the same geographic area, as reasonably determined by the Company.

Geographic area means the first three digits of the zip code in which the service, treatment, procedure, drugs or supplies are provided or a greater area, if necessary, to obtain a representative cross-section of charge for a like treatment, service, procedure, device, drug or supply.

Reasonable charges, fees or expenses as used herein to describe expense, will be considered to mean the percentile of the payment system in effect on the Effective Date of the Policy.

Sickness means illness, disease, pregnancy and complications of pregnancy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same sickness.

CLAIM PROCEDURE

Student-athletes must report any Injury due to participation in intercollegiate sports directly to the Boise State University Athletic Insurance Coordinator.

Otherwise, in the event of an Injury or Sickness, UHS and most network (PPO) providers will submit the claim directly to AmeriBen for you. However, if the provider does not file the claim for you, you will be responsible for submitting the claim for reimbursement. In this case, follow these instructions:

1. After you receive treatment, complete the insurance company claim form.
 - a) You may download a claim form from www.myameriben.com.
 - b) Answer all the questions and be sure to sign the claim form before submitting it.
2. If you have any other expenses such as medicines, x-rays or laboratory charges, be sure to attach these bills to the claim form.
3. Send your claim form and all other bills or receipts to AmeriBen at the address below. Try to have all itemized bills attached to the same claim form.
 - a) Please do not send bills without completed claim form. Bills cannot be considered unless all the information required on the claim form is submitted.
 - b) A properly completed claim form must be submitted for each Injury or Sickness.
4. Claim forms and bills should be sent to:

**AmeriBen
P.O. Box 6947
Boise, ID 83707-0947**

**Providers may submit claims electronically:
PAYER ID 75137**

5. If you have questions about the status of your claim after it has been submitted, please call AmeriBen at **1-877-955-1556** (Monday–Friday, 7:00 a.m to 6:00 p.m.). You may also log on to www.myameriben.com to check on your claim status, view your Explanation of Benefits (EOB), access answers to frequently asked questions or submit inquiries by email directly to the AmeriBen Customer Care Center.

A claim must be submitted within 90 days after an Injury or Sickness has occurred in order for the claim to be paid.

You have the right to request an independent medical review if health care services have been improperly denied, modified, or delayed based on medical necessity.

Always keep a copy of all documents submitted for claims.

TRAVEL ASSISTANCE PROGRAM

The following is a detailed description of covered services included under the Travel Assistance Program provided to students and Dependents who are enrolled in the Student Health Insurance Plan (SHIP). The Travel Assistance Program is provided through Nationwide Life Insurance Company, in association with OnCall International.

All services must be provided by the Travel Assistance Program. Any expenses associated with these services are the insured student's responsibility except as provided herein. No claims for reimbursement will be accepted.

Coverage begins only when a covered participant is 100 miles or more from his or her primary residence or when in a foreign country, except as specified herein.

WORLDWIDE 24-HOUR EMERGENCY TRAVEL ASSISTANCE

If you are traveling and have an emergency, please contact the call center, OnCall International, available 24 hours a day, seven days a week:

Call from the United States or Canada: **1-866-525-1957**

Call collect from anywhere else in the world: **1-603-898-9159**

Email: **mail@oncallinternational.com**

EMERGENCY TRANSPORTATION SERVICES

Emergency Evacuation: If you suffer an Injury or Sickness and adequate medical facilities are not available locally in the opinion of the Travel Assistance Program's Medical Director, the Travel Assistance Program will provide emergency evacuation (under medical supervision, if necessary) by whatever means necessary to the nearest facility capable of providing adequate care. Services included arranging and paying for transportation and related medical services (including cost of medical escort, if necessary) and medical supplies necessarily incurred in connection with the emergency evacuation.

Medically Necessary Repatriation: After initial treatment and stabilization for an Injury or Sickness, if the attending Physician and the Travel Assistance Program's Medical Director deem it medically necessary, the Travel Assistance Program will transport you back to your permanent place of residence for further medical treatment or to recover. Services include arranging and paying for transportation and related medical services (including cost of medical escort, if necessary) and medical supplies necessarily incurred in connection with the repatriation.

Repatriation of Remains: In the event of your death, the Travel Assistance Program will render assistance and provide for the return of mortal remains. Services include arranging and paying for the following: location of a sending funeral home; transportation of the body from the site of death to the sending funeral home to the airport; minimally necessary casket or air tray for transport; coordination of consular services (in the case of death overseas); procuring death certificates; and transport of the remains from the airport to the receiving funeral home. Other services that might be performed in conjunction with those listed above include: making travel arrangements for any traveling companions; identification and/or notification of next-of-kin. Repatriation of Remains services are subject to a maximum coverage limit of \$25,000.

Visit by Family Member or Friend: If you are hospitalized for more than seven (7) days and are traveling alone, the Travel Assistance Program will arrange and provide your family member or friend with transportation to visit you. Visit by Family Member or Friend services are subject to a maximum coverage limit of \$5,000, to include one (1) round trip economy ticket, meals and reasonable accommodations up to a maximum of 10 days.

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TRAVEL ASSISTANCE (continued from page 21)

Return of Dependent Children: If you are hospitalized for more than seven (7) days, the Travel Assistance Program will arrange and pay for the return of your minor children who are under 19 years of age, and if necessary, accompany him or her with an attendant, up to a maximum coverage limit of \$5,000 per event.

Return of Traveling Companion: If your traveling companion loses previously made travel arrangements due to your medical emergency, the Travel Assistance Program will arrange and pay for your traveling companion's return home by the most direct and economical route, up to a maximum coverage limit of \$5,000 per event.

Assistance Services	Maximum Limit
Emergency Evacuation.....	Unlimited
Medically Necessary Repatriation	Unlimited
Repatriation of Remains	\$ 25,000
Visit by family member or friend	\$ 5,000
Return of Dependent Children.....	\$ 5,000
Return of Traveling Companion.....	\$ 5,000

MEDICAL ASSISTANCE SERVICES

Medical Referrals: The Travel Assistance Program will assist you in finding physicians, dentists, and medical facilities.

Medical Monitoring: During the course of a medical emergency, the Travel Assistance Program's professional case managers, including physicians and nurses, will make sure the appropriate level of care is maintained or determine if further intervention, medical transportation, or possibly repatriation (return to U.S.) is needed. The Travel Assistance Program will provide case notification, both foreign and domestic, between the patient, family, physician, employer, travel company, and consulate as needed. The Travel Assistance Program will continue to provide all necessary international claim coordination, to include hospital bill translation and interpretation, as needed.

Emergency Medical Payments: When it is necessary for you to obtain needed medical services, upon request, the Travel Assistance Program will advance in local currency, up to \$10,000 to cover on-site medical expenses. The advance of funds will be made to the medical provider after the Travel Assistance Program has secured funds from you or your family.

Replacement of Medication and Eyeglasses: The Travel Assistance Program will arrange to fill a prescription that has been lost, stolen, or requires a refill, subject to local law, whenever possible. The Travel Assistance Program will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility.

Hotel Convalescence Arrangements: The Travel Assistance Program can assist you with hotel arrangements if you or your companion needs to convalesce in a hotel prior to or following medical treatment.

Medical Insurance Assistance: The Travel Assistance Program can assist you by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical benefits coverage, guaranteeing medical payments, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow.

Prescription Drug Assistance: When permitted by law and approved by the patient's physicians, the Travel Assistance Program will assist you in obtaining prescription drugs and other necessary personal medical items that may have been forgotten, lost or depleted while traveling.

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TRAVEL ASSISTANCE (continued from page 22)**LEGAL ASSISTANCE**

Locating Legal Services: The Travel Assistance Program can assist in contacting a local attorney or the appropriate consular officer if you are arrested or detained, involved in an automobile accident, or otherwise need legal help. The Travel Assistance Program will maintain communications with you, your family, and employer until legal counsel has been retained by you.

Bail Bond Services: The Travel Assistance Program can assist in securing bail bond services in all available locations.

BAGGAGE ASSISTANCE

The Travel Assistance Program can assist you if your baggage is lost, stolen, or delayed while traveling on a common carrier. The Travel Assistance Program will advise you of the proper reporting procedures and will help you maintain contact with the appropriate companies or authorities to help resolve the problem.

EMERGENCY PAYMENT ASSISTANCE

The Travel Assistance Program can assist you in obtaining an advance of funds for medical expenses or other travel emergencies by coordinating directly with your family, or your credit card company, bank, employer, plan sponsor or other sources of credit.

PRE-TRIP ASSISTANCE

Pre-trip assistance is available at any time and is not subject to the 100-mile travel requirement.

Passport and Visa Information: The Travel Assistance Program can advise you of the required documentation to enter and depart foreign destinations.

Health Hazards Advisory: The Travel Assistance Program can provide you with up to date travel advisories.

Inoculation Requirements: Medical entry requirements can be provided to you prior to your departure.

Weather Information: The Travel Assistance Program maintains current information regarding weather conditions for both domestic and international travel destination. This information will be provided to you through the Travel Assistance Program Call Center.

Currency Exchange Information: The Travel Assistance Program can provide you with the daily currency exchange rate for a specified country.

Consulate and Embassy Locations: The Travel Assistance Program maintains a complete listing of consulates and embassies. These locations are accessible to you by calling the Travel Assistance Program Call Center.

Translation and Interpreter Services: Professional translators and interpreters can be reached 24-hours a day to obtain translation or interpreter assistance services during emergency situations while traveling internationally.

Travel Locator Service: You can contact the Travel Assistance Program Call Center 24 hours a day, seven (7) days a week, for assistance in locating hotels, airports, sports facilities, campgrounds, and tourist attractions.

EMERGENCY MESSAGE ASSISTANCE

The Travel Assistance Program can record emergency messages from you or emergency messages for you for 24-hour periods. These messages may be retrieved at anytime by you, your family, or business associates.

EMERGENCY CASH ASSISTANCE

The Travel Assistance Program can assist you with emergency cash up to \$500. Arrangements will be made through a friend, family member, business, or your credit card in the event of an emergency. All fees associated with the transfer or deliveries of funds are your responsibility.

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TRAVEL ASSISTANCE (continued from page 23)**EMERGENCY TICKET REPLACEMENT**

The Travel Assistance Program can assist you in replacing lost or stolen airline tickets.

EMERGENCY CARD REPLACEMENT

The Travel Assistance Program can assist you with emergency card replacement if you should experience a loss, theft, or damage to your credit card or membership card.

EXCLUSIONS AND LIMITATIONS

1. The Travel Assistance Program shall not provide services enumerated if the coverage is sought as a result of: a) involvement in any act of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, and insurrection, military or usurped power; b) traveling against the advice of a Physician; traveling for the purpose of obtaining medical treatment; c) traveling in any country in which the U.S. State Department issued travel restrictions; d) the commission of or attempt to commit an unlawful act; e) mental or emotional disorders, unless hospitalized; f) participation as a professional in athletics; g) services provided for you for which no charge is normally made; or h) travel within 100 miles of your primary residence, unless in a foreign country.
2. The services described above currently are available in every country of the world. Due to political and other situations in certain areas of the world, the Travel Assistance Program may not be able to respond in the usual manner. It is your responsibility to inquire whether a country is "open" for assistance prior to your departure and during your stay. The Travel Assistance Program also reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strikes, nuclear accidents, acts of God or refusal of authorities to permit the Travel Assistance Program to fully provide services.
3. If you request a transport related to a condition that has not been deemed medically necessary by a physician designated by the Travel Assistance Program in consultation with a local attending physician or to any condition excluded hereunder, and you agree to be financially responsible for all expenses related to that transport, the Travel Assistance Program will arrange but not pay for such transport to a medical facility or to your residence and will make such arrangements using the same degree of care and completeness as if the Travel Assistance Program was providing service under this agreement. A waiver of liability will be required prior to arranging these transportation services.
4. The Travel Assistance Program shall not be responsible for any claim, damage, loss, costs, liability or expense which arises in whole or in part as a result of the Travel Assistance Program's inability to verify the participant's eligibility.

All transportation benefits provided hereunder must be by the most direct and economical route possible.

For the purposes of this Description of Covered Services, the following definitions shall apply: 1) "Injury" means identifiable injury caused by an Accident; 2) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place; 3) "Sickness" means a sickness of the participant declares itself during the period when services are available under this Agreement.

The Travel Assistance Program is not responsible and cannot be held liable for any malpractice performed by a local physician or attorney who is not an employee of the Travel Assistance Program, or for any loss or damage to your vehicle during the return of vehicle, or for any loss or damage to any personal belongings.

CERTIFICATION OF QUALIFYING HEALTH PLAN COVERAGE

If an Insured Person is no longer eligible to be insured under the plan, the Insured Person should request a Certification of Qualifying Health Plan Coverage from Renaissance Insurance Agency, Inc. This request can be made by phone or in writing. This request must include the name of the school and the name of each person who is no longer eligible to be insured under the plan.

AUTHORIZED REPRESENTATION

In accordance with state and federal rules and regulations, we will not disclose individual information without authorization. This includes disclosures to family members for insured individuals who have reached the age of majority.

If the Insured Person would like to authorize an additional party to act as a personal representative for matters pertaining to this insurance plan, we must have an Authorization Form on file. To request a form, please contact Renaissance Insurance Agency, Inc. at the address below or complete a form via the internet at: www.renstudent.com.

SUMMARY OF PRIVACY POLICY

We strongly believe in maintaining the confidentiality of the personal information we obtain and/or receive about Insured Persons and we are committed to protecting the privacy of Insured Persons. We do not disclose any nonpublic information about Insured Persons to anyone, except as permitted or required by law. We do not sell or otherwise disclose Insured Person's personal information to anyone for purposes unrelated to our products and services. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to protect information about Insured Persons from unauthorized disclosure. We may disclose any information we believe necessary to conduct our business as is legally required. Insured Persons have the right to access, review and correct all personal information collected. Insured Persons may review this Privacy Policy in its entirety, or the Privacy Policies of other entities servicing the Policy, by writing to the address or visiting the website shown below. Insured Persons may also submit a request, in writing, to review your information at the address below.

Renaissance Insurance Agency, Inc.
Attention Privacy Manager
P.O. Box 2300
Santa Monica, CA 90407-2300
Phone: 1-800-537-1777
Facsimile: 1-310-394-0142
Website: www.renstudent.com

NATIONWIDE LIFE HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The terms of this Notice of Privacy Practices apply to Nationwide Life Insurance Company®, National Casualty Company, and the area within Nationwide Mutual Insurance Company® that performs healthcare functions. In this Notice, "Nationwide Life" or "We" means the healthcare functions of Nationwide Life Insurance Company, which is a hybrid covered entity. the healthcare functions of National Casualty Company, and Nationwide Mutual Insurance Company, a business associate As permitted by law, Nationwide Life will share protected health information (PHI) of members as necessary to carry out treatment, payment, and healthcare operations.

We are required by HIPAA and certain state laws to maintain the privacy of our members' PHI and to provide members with notice of our legal duties and privacy practices with respect to their PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. Copies of the revised notices will be mailed to all current plan members or insureds.

Protected health information (PHI) that is the subject of this Notice is information that is created or received by Nationwide; and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. It includes information of persons living or deceased.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Your Authorization. Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing, unless we have taken any action in reliance on the authorization.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make. We may release your PHI to your plan sponsor, provided your plan sponsor certifies that the information provided will be maintained in a confidential manner and not used in any other manner not permitted by law.

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HIPAA NOTICE (continued from page 26)

OTHER PRIVACY LAWS AND REGULATIONS

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact.

RIGHTS THAT YOU HAVE

Access to Your Protected Health Information. You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact.

Amendments to Your Protected Health Information. You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested Amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact.

Accounting for Disclosures of Your Protected Health Information. You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact.

Restrictions on Use and Disclosure of Your Protected Health Information. You have the right to request restrictions on some of our uses and disclosures of your PHI. We are not required to agree to your restriction request. A request form can be obtained by writing your designated contact.

Disclosures for Treatment, Payment and Health Care Operations. We will make disclosures of your PHI as necessary for your treatment, payment, and/or health care operations. For instance, for your Treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For Payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For Health Care Operations, we will use and disclose your PHI as necessary, and as permitted by law, for our health care operations, which include responding to customer inquiries regarding benefits and claims.

Family and Friends Involved In Your Care. With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care.

If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

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HIPAA NOTICE (continued from page 27)

Business Associates. Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide some of your PHI to one or more of these outside persons or organizations. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

Other Health-Related Products or Services. We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

Information Received Pre-enrollment. We may request and receive from you and your health care providers PHI either prior to your enrollment in the health plan or the issuance of your policy. We will use this information to determine whether you are eligible to enroll in the health plan and to determine your rates. We will protect the confidentiality of that information in the same manner as all other PHI we maintain and, if you do not enroll in the health plan we will not use or disclose the information about you we obtained without your authorization.

Communications With You. You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact.

Complaints. If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

CONTACT INFORMATION

If you have any questions about this statement, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling **1-877-955-1556**, or mail your request to:

Karen Maciejewski

Privacy Officer

AmeriBen

3449 East Copper Point Drive

Meridian, ID 83642

As a member, you retain the right to obtain a paper copy of this Notice of Privacy Practices, even if you have requested such copy by e-mail or other electronic means.

EFFECTIVE DATE

This Nationwide Life HIPAA Notice of Privacy Practices is effective April 14, 2003.

IMPORTANT INFORMATION

This brochure describes your benefits under the plan of insurance sponsored by your school. It is not a contract of insurance. Your coverage is governed by a policy of blanket injury and sickness insurance underwritten by Nationwide Life Insurance Company. As evidence of your coverage, a policy of insurance (Policy Number 302-109-1108) has been issued to your school which contains the benefits and provisions which apply to the plan of insurance sponsored by your school. Any discrepancy between this brochure and the policy will be governed by the policy. Please keep this brochure for future reference.

B/NSHSAS 2000 ID BSU

Insurance Company:

Nationwide Life Insurance Company

Policy Number:

302-109-1108

For questions about SHIP:

Renaissance Insurance Agency, Inc.

P.O. Box 2300

Santa Monica, CA 90407-2300

1-800-537-1777

For questions regarding waivers or services available at UHS:

Boise State University Student Health Insurance Office

1529 Belmont Street

Boise, ID 83706

1-208-426-2158

Email: ship@boisestate.edu

Student-athletes should direct all questions about intercollegiate sports injuries to:

Boise State University Athletic Insurance Coordinator

1910 University Drive

Boise, ID 83725-1020

1-208-426-5444

Email: heatherliddle@boisestate.edu

For travel assistance services 24/7, contact:

On Call International

From US or Canada: 1-866-525-1957

Collect from anywhere else in the world: 1-603-898-9159

Email: mail@oncallinternational.com

To download additional plan materials or an FAQ, or to enroll Dependents in the plan, please visit:

www.renstudent.com/boisestate

Idaho State UNIVERSITY



2010-2011

Student Health Insurance Plan

SHIP

underwritten by
Nationwide Life Insurance Company

policy number
302-110-1108

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INSURANCE ID CARD

A temporary ID Card can be downloaded at www.renstudent.com/isu. A permanent ID card will be mailed to you shortly after the beginning of the Fall Semester. Only one permanent ID card will be mailed to you each school year (not each semester). If you need a replacement card, please contact Renaissance Insurance Agency, Inc. at 1-800-537-1777. **Always carry your insurance ID card with you.**

IDAHO STATE UNIVERSITY STUDENT HEALTH CENTER

Welcome to Idaho State University!

We're thrilled you've chosen to study in Pocatello. Your Student Health Center is a resource for all students and their spouses.

This brochure highlights insurance coverage secured through a Consortium of Idaho Colleges and Universities, underwritten by Nationwide Life Insurance Company. It includes benefits designed to coordinate with the services available at your Student Health Center. Please review the information herein to decide if this health insurance plan is a good fit for your needs.

The ISU Student Health Center employs a friendly, professional medical staff to provide you with high-quality, low-cost care while you are attending ISU. We believe that physical health and quality medical care are essential for students during their academic pursuits. The Student Health Center provides a broad spectrum of medical care for short-term illness like colds or treatment of cuts and broken bones as well as for long-term issues like diabetes and high blood pressure. Laboratory and x-ray services are also available, as well as a comprehensive pharmacy.

I encourage you to use the Student Health Center for your medical needs while attending ISU.

Ronald M. Solbrig, M.D.
Director, ISU Student Health Services

Student Health Center Staff

The mission of the Student Health Center (SHC) is to assist students in achieving scholastic goals by providing affordable, quality health care for physical and psychological needs. The staff is there to provide excellent patient care and health education, as well as referrals for outside providers for services not available at the SHC.

The Student Health Center is administered by Dr. Ronald Solbrig. The staff consists of three (3) physicians, three (3) physician assistants, nurses, x-ray technologists, a pharmacist, and clerical staff. A satellite clinic is also available in Idaho Falls.

ISU students can also be seen at University Health Services at Boise State University. However, payment must be made at the time of service and a claim submitted for reimbursement under SHIP.

How To Access the SHC

All fee-paying ISU students, as well as spouses of full-time students, may obtain treatment at the Student Health Center. A valid student or spouse ID card must be shown at each visit to utilize the SHC. Health care for children is not available.

Full-time students pay an assessment included in registration fees which entitles them to services at the SHC for a minimal fee. Part-time students and spouses of full-time students may use the SHC for a fee. Students who are not enrolled in classes in Summer, but were enrolled in Spring and are pre-registered for Fall semester may use the Student Health Center during the Summer for a minimal fee. In addition, fees are charged for laboratory, x-ray and miscellaneous services. The SHC staff is able to bill private insurance as well as SHIP.

The SHC provides a full range of medical care, from urgent care to preventative health care, offering same-day morning appointments and advance appointments for special procedures. A walk-in clinic is open at 11:00 a.m. each day.

(continued on page 2)

STUDENT HEALTH CENTER (continued from page 1)**After-Hours Care and Emergencies**

Students are encouraged to wait until the SHC is open for evaluation and treatment for non-emergency conditions. However, when the SHC is closed, after-hours care is available through the ISU Family Practice Residency Program. The phone number is 1-208-525-3708. Students will have to pay for any visits outside the SHC at standard rates. When seeking treatment off-campus, students enrolled in the Student Health Insurance Plan (SHIP) are encouraged to use PPO providers.

In the case of an emergency, students should call 911 or seek evaluation and treatment from the nearest urgent care center or hospital emergency room.

NOTE: Emergency care provided at a facility other than the Student Health Center will not be covered at 100%. The student will be responsible for the deductible, and any claim will be paid according to the benefits and limitations of SHIP (or the student's private insurance).

Student Health Center – Main Campus

Location:	990 Cesar Chavez Avenue (across from Graveley Hall)
Mailing Address:	921 South 8th Avenue, Stop 8311, Pocatello, ID 83209
Phone Numbers:	Appointments and Information: 1-208-282-2330 After-hours Physician Exchange: 1-208-525-3708 Fax: 1-208-282-4036
Hours:	Fall and Spring Semester: Monday, Wednesday and Friday..... 8:00 a.m. to 4:30 p.m. Tuesday and Thursday..... 9:00 a.m. to 4:30 p.m. The walk-in clinic opens at 11:00 a.m. each day. Closed on weekends and state holidays. Summer Term: Monday, Wednesday and Friday..... 8:00 a.m. to 3:30 p.m. Tuesday and Thursday..... 9:00 a.m. to 3:30 p.m. Closed on weekends and state holidays.
Website:	www.isu.edu/stuhlth

Student Health Center Pharmacy

Location:	2nd Floor of the Student Health Center
Phone:	1-208-282-3407
Hours:	Monday through Friday..... 12:00 p.m. to 5:00 p.m. (closes at 4:00 p.m. in Summer)

Student Health Center – Idaho Falls Campus

Location:	Bennion Student Union Building, Room 214 1784 Science Center Drive, Idaho Falls, ID 83402
Phone:	Appointments and Information: 1-208-282-7826 Fax: 1-208-282-7850
Hours:	Tuesday through Thursday..... 8:00 a.m. to 1:00 p.m. Open some Mondays and summer hours are limited; please call for schedule. Closed on weekends and state holidays.

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STUDENT HEALTH CENTER (continued from page 2)**Treatment Available at the SHC**

The Student Health Center provides a wide range of medical care. This includes everything from treatment of colds and flu to treatment of high blood pressure and diabetes, as well as care for broken bones, lacerations, abscesses, and other urgent care problems. Preventative health services such as immunizations, nutrition counseling, and birth control are also available.

Standard x-rays and diagnostic ultrasound examinations are provided at a reduced cost compared to off-campus facilities. Registered x-ray technologists staff the x-ray department and all films are read by a radiologist.

The SHC laboratory is staffed by registered professionals who are able to do many simple lab tests on site. More sophisticated blood tests can be obtained through the Student Health Center reference lab.

Services provided for women include health maintenance, disease prevention, Pap smears, contraceptive services, and other women's related health issues or concerns.

Men who would like to be evaluated for any health concern or would just like to ask some questions may call and request a "men's clinic" appointment. No other information is requested by the receptionist and a male care provider will be assigned whenever possible. It's easy and confidential.

In order to meet students' diverse medical needs and also to help keep medical expenses to a minimum, many special medical procedures are available at the Student Health Center. Some special procedures offered are EKGs, spirometry testing, colposcopy, cryosurgery, LEEP, minor surgery of lumps and bumps, IV therapy, event monitoring, light therapy, and acupuncture.

Additional SHC Health Resources

- **Obstetrical:** Prenatal care, abortion, delivery, etc. are not provided at the Student Health Center, but information about referrals is available. Assistance in obtaining appropriate care during pregnancy is offered to the student.
- **Mental Health Counseling:** Mental health counseling is available at ISU Counseling and Testing and at the ISU Psychology Clinic. Referrals can be made by ISU Student Health Center providers.
- **Physical Therapy:** Services are available through the ISU physical therapy clinic and are covered under the Student Health Insurance Plan.
- **Nutrition and Healthy Lifestyle Counseling:** Available from a registered nurse at no cost to ISU students and their spouses. Call the SHC for an appointment.
- **Immunizations:** While immunizations are not required of students, all students are urged to obtain needed immunizations or boosters prior to enrollment. Contact the ISU Student Health Center for a list of immunizations that are available.

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STUDENT HEALTH CENTER (continued from page 3)**Pharmacy**

Please note that outpatient prescription drugs are NOT covered under SHIP. Students enrolled in SHIP should obtain their prescriptions through the ISU Student Health Center pharmacy whenever possible.

The pharmacy provides low-cost prescription drugs, including some \$4 generic drugs and competitively priced birth control, as well as over-the-counter medication at a reduced cost. Students may wish to transfer prescriptions from their hometown pharmacy to the SHC pharmacy while they are attending school.

A registered pharmacist is on staff at the pharmacy to provide comprehensive service, which includes counseling patients on the proper use of their medication, consulting with patients and providers on appropriate medication choices, and answering medication-related questions (including drug interactions, over-the-counter medications, and medication-related side effects).

To get a price quote on a medication, order a refill, transfer a prescription or for any prescription-related questions, please call **1-208-282-3407**.

Confidentiality

All medical records are confidential and are not released without written authorization or by official court order, except to legally-authorized entities.

SHIP Insurance Program

For the convenience of students enrolled in SHIP, the insurance premium is automatically included on their bill with registration fees. This program is evaluated by the University Student Health Insurance Advisory Committee and is underwritten by Nationwide Life Insurance Company. Insurance benefits are described in this brochure.

Student Health Center Benefits Under SHIP

The following benefits will be paid at 100% of Covered Charges at the ISU Student Health Center and BSU University Health Services:

- X-Rays and laboratory (lab services referred out or sent out by BSU University Health Services will be paid at 80%)
- Emergency care
- Splints, crutches, immobilizers, casts, bandages, sutures
- Supplies needed for minor surgery and procedures, procedure trays, dressings and use of specialized equipment
- Medicines and injections administered during treatment
- Fertility tests
- Pap smear
- STD screening
- One lipid profile per year
- One physical exam per year, up to a \$10 maximum (this does not include routine or preventative immunizations or medicines)
- Diabetic supplies including blood glucose test strips, lancets, insulin syringes, sharps containers and alcohol swabs
- Physical therapy and occupational therapy received at the ISU physical therapy clinic

The Deductible and Pre-Existing Condition Limitation will be waived when treatment is received at the ISU Student Health Center or BSU University Health Services. In addition, the Deductible will be waived for outpatient treatment of Mental Disorders when received by the Pocatello Family Medicine Clinic upon referral from the ISU Student Health Center.

ELIGIBILITY**Students**

The following students are automatically covered under the Student Health Insurance Plan (SHIP), unless proof of other comparable coverage is provided and a waiver is submitted by the Waiver Deadline Date each semester:

- All full-time fee paying domestic undergraduate students enrolled in at least 12 credit hours, as well as full-time fee paying domestic undergraduate students enrolled in 10 or 11 credit hours
- All full-time fee paying domestic graduate students enrolled in at least nine (9) credit hours
- All international students enrolled in at least one (1) credit hour
- All full-time fee paying Applied Tech students enrolled in at least six (6) credit hours

Part-time students (except international students) are not eligible for SHIP.

Covered Students must actively attend classes for at least the first 31 days of the period for which coverage is purchased. Except in the case of medical withdrawal, as verified and approved by the school, any student withdrawing from school during the first 31 days of the period for which coverage is purchased will not be covered under this Policy and a full refund of premium will be made (provided no claims have been filed). Students withdrawing after such 31-day period will remain covered under the Policy for the term purchased and no refund will be allowed. Home study, correspondence, internet and television (TV) courses do not fulfill the eligibility requirements that the student actively attend classes (except those required for fulfillment of a degree program).

Nationwide Life Insurance Company (hereinafter “the Company”) maintains its right to investigate student (and Dependent) status and attendance records to verify that the policy eligibility requirements have been met. If and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium less any claims paid.

Dependents

Covered Students may also insure their eligible Dependents who are the Covered Student's: 1) legally married spouse who is not legally separated from and resides with the Covered Student; or 2) unmarried child under the age of 25 who receives more than one-half of his or her financial support from the Covered Student.

If a child is born to a Covered Student, that child will be covered under the plan for the first 60 days after: 1) the birth date of the newly born child; 2) the effective date of adoption of the child by the student; or 3) the date of placement of the child for adoption with the student. Coverage for such child will be for Sickness and Injury, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care. Should the student's coverage terminate before the end of the 60-day period, newborn coverage will not extend beyond the student's termination date.

The Covered Student will have the right to continue coverage for the child beyond 60 days. To continue the coverage, the Covered Student must: 1) notify Renaissance Insurance Agency, Inc. by the 60th day; and 2) pay the monthly pro-rated cost of coverage for the remainder of the current term, if required. Once Renaissance has been notified, the Covered Student will have 31 days (in addition to the initial 60 days) to submit payment of any additional premium. If the Covered Student does not use this right as stated here, all coverage as to that child will terminate at the end of the 60-day period.

Any Dependent on active duty in any military, naval, or air force of any country is not eligible for coverage under the policy.

WAIVER PROCEDURE

Students who wish to waive coverage under the plan must submit satisfactory proof of comparable and verifiable continuing health insurance coverage by the Waiver Deadline Date **each semester**. In order to qualify for a waiver, the student must be continuously covered under a health insurance plan for the entire school year, which includes, at a minimum, the following:

- Maximum Benefit of at least \$100,000 per accident or illness;
- Deductible not to exceed \$5,000 (a maximum \$1,000 Deductible is strongly recommended);
- Coinsurance amount not to exceed 25% of in-network PPO charges (insurance pays at least 75%) and 50% of out-of-network PPO charges;
- For international students, the plan must have at least \$10,000 of repatriation coverage and \$15,000 of medical evacuation coverage; and
- Plans must be owned, operated and based in the United States and must be in full compliance with applicable federal laws. International students may not waive with insurance from their home country.

Students who are covered under a plan that does not meet all of these requirements will not be allowed to waive coverage under this plan and the premium will be added to their school bill.

Students who are eligible to waive coverage under this plan must go to www.renstudent.com/isu to submit a waiver request. The waiver must be completed by the Waiver Deadline Date each semester. Please see the Waiver FAQ for more details, which is available at www.renstudent.com/isu.

Deadline to Waive Coverage in SHIP

Fall: September 7, 2010

Spring/Summer: January 24, 2011

ENROLLMENT PROCEDURE

Students

All eligible students who have not waived coverage by the Waiver Deadline Date each semester will be automatically enrolled in the plan. The cost for SHIP is included in the tuition fee bill each semester.

To avoid a lapse in coverage between school years, Applied Tech students who enroll in Session IV but are not attending Session V may voluntarily purchase coverage for Session V by submitting session premium to the Student Insurance Office.

If an eligible student has waived out of the plan and later experiences an Involuntary Loss of Coverage, he or she may enroll in SHIP for the remainder of the current term by submitting proof of loss of coverage and proper payment *within 31 days of termination of prior coverage*. To enroll in SHIP after an Involuntary Loss of Coverage, contact the Student Insurance Office on campus. Please note premium payments cannot be prorated. Students must pay the entire premium for the term in which they are electing to enroll.

Dependents

Students may enroll eligible Dependents in the plan online with a MasterCard or Visa at www.renstudent.com/isu by the Dependent Enrollment Deadline Date.

Students who wish to pay by check or money order may download a Dependent enrollment form from www.renstudent.com/isu and submit the completed form, along with the proper payment, to Renaissance Insurance Agency, Inc. (must be postmarked by the Dependent Enrollment Deadline Date).

If a student wishes to enroll a new Dependent, and it is past the Dependent Enrollment Deadline Date, the student must contact Renaissance Insurance Agency, Inc. at 1-800-537-1777. Newly acquired Dependents (spouse and/or children) are not

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ENROLLMENT (continued from page 6)

subject to the Dependent Enrollment Deadline Dates. However, enrollment and payment (if required) for all newly acquired Dependents must be received within 60 days of marriage or within 91 days of birth or placement of a Dependent child as defined herein. **Otherwise, enrollment and payment cannot be accepted after the Dependent Enrollment Deadline Dates listed.**

COSTS OF COVERAGE

	Fall	Spring/ Summer	Summer
Student	\$ 635.00	\$ 635.00	\$ 318.00
Spouse	\$ 831.50	\$ 831.50	\$ 416.00
Child(ren)	\$ 713.50	\$ 713.50	\$ 357.00
Applied Tech			
	Session I-IV	Session V	
Student	\$ 238.00	\$ 318.00	
Spouse	\$ 311.75	\$ 416.00	
Child(ren)	\$ 267.50	\$ 357.00	

Student costs are pending State Board approval of the 2010-2011 fee structure later this spring.

The Spouse and Child(ren) costs are *in addition to* the Student cost.

The costs of coverage include insurance premium and administrative fees.

PREMIUM REFUNDS

Except in the case of a medical withdrawal, if a student withdraws from school during the first 31 days of coverage under the plan a full refund of premium for the applicable term will be made upon request and the coverage will be as if it had never been in effect. In addition, if a student enters full-time active military service or, in the case of an international student, permanently returns to the home country or country of regular domicile, a pro rata refund will be issued only upon written request from the school. Otherwise, premium refunds are not allowed. **In the event a claim has been filed, premium is fully earned and a refund is not available under any circumstances.**

TERMS OF COVERAGE

Effective Date

Coverage for students enrolled in SHIP will become effective at 12:01 a.m. on the effective date of the term for which premium has been paid. Coverage for students who are new intercollegiate athletes will become effective at 12:01 a.m. on 8/1/10.

For students who previously waived coverage under SHIP and elect to enroll later due to an Involuntary Loss of Coverage, coverage will be effective at 12:01 a.m. on the day **after** the date that enrollment and payment are received by the Student Insurance Office, provided it is within 31 days of the termination of prior coverage.

Coverage for eligible Dependents becomes effective at 12:01 a.m. on the latest of: 1) the first date of the applicable term in which the Dependent is enrolling; 2) the day **after** the date that online enrollment is completed; or 3) the day **after** the date that full payment and completed application received by mail are postmarked.

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TERMS OF COVERAGE (continued from page 7)**Termination Date**

Coverage terminates at 12:01 a.m. on the earliest of the following dates:

1. The date the Policy is terminated by the Policyholder or the Company;
2. The last day of the Term of Coverage for which premium is paid;
3. The date an Insured Person enters full-time active military service or, for international students, the date the Insured Person permanently returns to the home country;
4. The last day of the period through which premium has been paid, following the date a Dependent ceases to be a Dependent as described herein.

Dependent coverage will not be effective prior to that of the student or extend beyond that of the student, except as specifically provided under the Extension of Benefits provision.

Term	Effective Date	Termination Date	Dependent Enrollment Deadline
<i>Students and Dependents</i>			
Fall	08/14/10	01/01/11	09/14/10
Spring/Summer	01/01/11	08/15/11	02/01/11
Summer	05/16/11	08/15/11	06/16/11
<i>Applied Tech Students and Dependents</i>			
Session I	08/14/10	10/18/10	09/14/10
Session II	10/18/10	01/01/11	11/18/10
Session III	01/01/11	03/07/11	02/01/11
Session IV	03/07/11	05/17/11	04/07/11
Session V	05/17/11	08/15/11	06/17/11

We do not send termination or renewal notices. It is the Insured Person's responsibility to renew coverage in a timely manner, subject to continuing eligibility. Eligibility requirements must be met each time premium is paid to continue coverage.

EXTENSION OF BENEFITS

The coverage provided under this Policy ceases on the Insured Person's termination date. However, if an Insured Person is totally disabled on the termination date from a covered Injury or Sickness for which benefits were paid, Covered Charges for such Injury or Sickness will continue to be paid until the date the disability ends, or for a period of 12 months, whichever is earlier.

The total payments made in respect of the Insured Person for such condition both before and after the termination date will never exceed the Lifetime Aggregate Maximum Benefit. After this Extension of Benefits provision has been exhausted, all benefits cease to exist and under no circumstances will further benefits be made. This provision is applicable only to the extent the Insured Person is not enrolled in the ensuing term of coverage in this plan or other similar health insurance coverage.

Dependents that are newly acquired during the Covered Student's Extension of Benefits period are not eligible for benefits under the provision.

Totally disabled means, with respect to the Covered Student, the inability to attend classes at the location where he or she is enrolled. With respect to a Dependent, or the Covered Student if such classes are not in session, totally disabled means the inability to perform those activities that are normal for a person in good health of the same age and sex.

PREFERRED PROVIDER ORGANIZATION

Please be aware that the Preferred Provider Organization (PPO) in Idaho has changed for the 2010-2011 policy year. Before seeking treatment, make sure that your doctor is a member of the new network or you may have to pay a higher coinsurance.

This plan has incorporated into the coverage access to a Preferred Provider Organization (PPO) of Doctors, Hospitals and other facilities who have contracted to provide specific medical care at a discounted, negotiated rate. The Preferred Provider Organizations for this plan are the Idaho Physicians Network (IPN), which is available for local and statewide medical care, and First Health Network (FHN) which is available for medical care nationwide when seeking treatment outside of Idaho.

In-Network Providers (PPO)

Network access provides benefits nationwide for Covered Charges incurred at 80% of the Preferred Allowance for a covered Injury or Sickness when treated by network providers. When utilizing a PPO provider or facility there will be a 20% out-of-pocket Coinsurance expense for which the Insured Person is responsible.

When the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges incurred for treatment by a PPO Provider exceeds \$4,000 for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges incurred for treatment by a PPO Provider for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

For a complete listing of the PPO Hospital and Doctor facilities **within Idaho**, call the Idaho Physicians Network (IPN) at **1-866-476-1076** or visit **www.ipnmd.com**. For PPO Hospital and Doctor facilities **outside of Idaho**, call the First Health Network at **1-800-226-5116** or visit **www.myfirsthealth.com**.

If an Insured Person is being treated by a Preferred Provider for an acute, serious chronic condition, pregnancy, newborn, or a terminal illness, and the Provider's contract terminates with the PPO, the Insured Person may be eligible under certain conditions to continue treatment with the Provider at the PPO rate. Contact the claims administrator for details.

Please be aware that if an Insured Person is treated at a PPO Hospital, it does not mean that all providers at that Hospital are PPO providers. In addition, if an Insured Person is referred by a PPO provider to another provider or facility, it does not mean that the provider or facility to which the Insured Person is referred is also a PPO provider. For instance, if a network Doctor gives a referral to a non-network lab for tests or a non-network anesthesiologist is used for a surgery in a network Hospital, the Insured Person will have to pay the higher Coinsurance for the non-network providers. It is the Insured's responsibility to verify that a provider is currently a member of the PPO Network. This information can be found on the network websites listed above.

Out-of-Network Providers (non-PPO)

If a non-PPO provider or facility is utilized, coverage is available worldwide at 60% of Reasonable and Customary Expenses (R&C). If a non-PPO provider or facility is utilized, there is a 40% Coinsurance factor for which the Insured Person is responsible. Covered Charges for Emergency treatment by a non-PPO provider or facility will be paid at 80% of R&C.

When the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges incurred for treatment by a non-PPO Provider exceeds \$6,000 for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges incurred for treatment by a non-PPO Provider for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

SCHEDULE OF BENEFITS

The Company will pay for the Covered Charges listed below, up to the following limits.

Please note that in the Schedule of Benefits, the term “SHC” refers to either the ISU Student Health Center or BSU University Health Services, except as specified.

DEDUCTIBLE

The Insured Person is responsible for paying the Deductible amount listed before the Company will begin paying benefits.

In-Network Providers: \$250 per Policy Year

Out-of-Network Providers: \$500 per Policy Year

The Deductible is waived at the ISU Student Health Center and BSU University Health Services.

COINSURANCE MAXIMUM LIMIT

Once the Deductible has been met, the Policy pays 80% of Covered Charges when utilizing in-network providers and 60% of Covered Charges when utilizing out-of-network providers, except as specified below. If the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges exceeds the Coinsurance Maximum Limit for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

In-Network Providers: \$4,000 per Policy Year

Out-of-Network Providers: \$6,000 per Policy Year

LIFETIME AGGREGATE MAXIMUM

After satisfaction of the Deductible, the Company will pay for Medically Necessary Covered Charges incurred as the result of a Sickness or Injury, according to the applicable limits stated below, up to the Lifetime Aggregate Maximum of \$250,000 for all conditions combined.

COVERED CHARGES are limited to the following:

INPATIENT	
HOSPITAL CONFINEMENT ROOM AND BOARD daily average semi-private room rate and general nursing care provided by a Hospital	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
INTENSIVE CARE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
HOSPITAL CONFINEMENT MISCELLANEOUS such as the cost of the operating room, laboratory tests, x-ray examinations including professional fees, anesthesia, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies; dressings; oxygen tent	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C

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SCHEDULE OF BENEFITS (continued from page 10)

INPATIENT (continued)	
MATERNITY AND NEWBORN CARE during Hospital Confinement, including routine nursery care provided immediately after birth	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: paid as any other Sickness, up to 48 hours after birth (96 hours for cesarean delivery)
SURGICAL EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: if multiple procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures
ASSISTANT SURGEON	PPO: 20% of Surgical Expense NON-PPO: 20% of Surgical Expense
ANESTHETIST professional services in connection with inpatient surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
REGISTERED NURSE EXPENSE private duty nursing care while Hospital Confined, including a licensed practical nurse (LPN)	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
PRE-ADMISSION TESTING if testing occurs within 7 working days prior to admission	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
PHYSICAL THERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DOCTOR VISITS does not apply when related to surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day
TREATMENT OF MENTAL DISORDERS AND/OR ALCOHOL AND SUBSTANCE ABUSE for inpatient or intermediate care	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of \$7,000 per Policy Year
OUTPATIENT	
EMERGENCY ROOM EXPENSE for use of Hospital emergency room, operating room, laboratory and x-ray examinations, and supplies	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C (80% in the case of an Emergency) COPAY: \$200 per visit (waived at SHC or if admitted to Hospital)
URGENT CARE CENTER	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C

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SCHEDULE OF BENEFITS (continued from page 11)

OUTPATIENT (continued)	
DAY SURGERY MISCELLANEOUS scheduled surgery performed in a Hospital or outpatient facility, including use of operating room, laboratory tests and x-ray examinations including professional fees, anesthesia, drugs or medicines (excluding take-home) and supplies	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
SURGICAL EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: If multiple procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures
ASSISTANT SURGEON	PPO: 20% of Surgical Expense NON-PPO: 20% of Surgical Expense
ANESTHETIST professional services in connection with outpatient surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DOCTOR VISITS does not apply when related to surgery or physical therapy	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day
ANNUAL PHYSICAL EXAM does not include routine or preventive immunizations or medicines	SHC: 100% of Covered Charges PPO: not covered NON-PPO: not covered LIMIT: limited to one exam per policy year, up to a maximum of \$10 per exam
LABORATORY TESTS BSU UHS sends certain lab tests off-site for processing. These fees are payable at the PPO level and are subject to the Deductible.	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DIAGNOSTIC SERVICES includes x-rays, CAT scans, PET scans, MRI and nuclear medicine	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
TESTS AND PROCEDURES includes diagnostic services and medical procedures performed by a Doctor (that aren't covered under Doctor Visits, Physical Therapy, Laboratory Tests or Diagnostic Services)	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C

(continued on page 13)

SCHEDULE OF BENEFITS (continued from page 12)

OUTPATIENT (continued)	
INJECTIONS when administered in a Doctor's office and charged on the Doctor's statement	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
PHYSICAL THERAPY includes chiropractic treatment and occupational therapy	SHC: 100% of Covered Charges at ISU Physical Therapy Clinic PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of \$50 per visit; up to maximum of \$750 per Policy Year
TREATMENT OF MENTAL DISORDERS AND/OR ALCOHOL AND SUBSTANCE ABUSE the Deductible is waived for treatment received at the Pocatello Family Medicine Clinic when referred by the SHC	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of 12 visits per Policy Year
RADIATION THERAPY AND CHEMOTHERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
OTHER	
AMBULANCE SERVICES for ground and air	PPO: 80% of Preferred Allowance NON-PPO: 80% of R&C LIMIT: for Emergency only
CONSULTANT SERVICES when requested and approved by the attending Doctor	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DURABLE MEDICAL EQUIPMENT OR BRACES AND APPLIANCES a written prescription must accompany the claim when submitted	SHC: 100% of Covered Charges PPO: 80% of Preferred Allowance NON-PPO: 80% of R&C LIMIT: replacement braces and appliances are not covered
DENTAL TREATMENT for Injury to sound, natural teeth or extraction of abscessed teeth or impacted wisdom teeth only	PPO: 80% of Preferred Allowance NON-PPO: 80% of R&C
PREGNANCY including complications of pregnancy	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: paid as any other Sickness

BREAST CANCER SCREENING

Coverage is provided for mammography examinations at the following intervals: 1) one baseline mammogram for any woman who is 35 through 39 years of age; 2) a mammogram every two years for any woman who is 40 through 49 years of age, or more frequently if recommended by the woman's Doctor; 3) a mammogram every year for any woman who is 50 years of age or older; and 4) a mammogram for any woman desiring a mammogram for medical cause.

BREAST RECONSTRUCTION FOLLOWING MASTECTOMY

Coverage is provided for breast reconstruction following mastectomy, including reconstruction of the breast on which the mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses (e.g. breast implant) and treatment for physical complications of the mastectomy, including lymphedema.

GENERAL EXCLUSIONS

No benefits will be paid for loss or expense caused by, contributed to, or resulting from, or treatment, services, or supplies for, at, or related to:

1. Eyeglasses, contact lenses including but not limited to routine eye refractions, eye exams, radial keratotomy or similar surgical procedures to correct vision, except in the case of Injury;
2. Hearing screenings or hearing examinations or hearing aids and the fitting or repairing of hearing aids, except in the case of Injury;
3. Vaccinations, inoculations and preventive shots: a) required for travel; b) required for employment; c) provided as wellness or prevention; except as specifically provided herein;
4. Care of corns, calluses, toenails or bunions;
5. Cosmetic surgery, plastic surgery, resulting complications, consequences and after effects or other services and supplies that the Company determines to be furnished primarily to improve appearance rather than a physical function or control of organic disease, except as provided herein or for treatment of an Injury that is covered under the Policy. Improvements of physical function does not include improvement of self-esteem, personal concept of body image, or relief of social, emotional, or psychological distress. Procedures not covered include, but are not limited to: face lifts, rhinoplasty, sagging eyelids, prominent ears, skin scars, baldness, and correction of breast size, asymmetry or shape by means of reduction, augmentation, or breast implants (except for correction of deformity resulting from mastectomy or lymph node dissection). This exclusion does not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered Dependent child;
6. Sexual reassignment surgery;
7. Treatment, service, or supply which is not Medically Necessary for the diagnosis, care or treatment of the Sickness or Injury involved;
8. Treatments which are considered to be unsafe, Experimental, or Investigational by the American Medical Association (AMA) and resulting complications;

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GENERAL EXCLUSIONS (continued from page 14)

9. Treatment on or to the teeth or gums, except as provided herein;
10. TMJ;
11. Injury sustained while: a) participating in any intercollegiate or professional sport, contest, or competition; b) traveling to or from such sport, contest, or competition as a participant; or c) while participating in any practice or conditioning program for such sport, contest, or competition;
12. Injury resulting from parachuting, hang gliding, skydiving, parasailing, bungee jumping, glider flying or sail planing;
13. Injury occurring in consequence of riding or otherwise being in any vehicle or device of aerial navigation, except as a fare-paying passenger on a regularly scheduled flight of a commercial airline;
14. Reproductive/infertility services including but not limited to: fertility tests, infertility (male or female) including any services or supplies rendered for the purpose or with the intent of inducing conception, except as provided at the SHC. Examples of fertilization procedures are ovulation induction procedures, in vitro fertilization, embryo transfer or similar procedures that augment or enhance reproductive ability; artificial insemination; premarital examination; impotence, organic or otherwise;
15. Sterilization or sterilization reversal; vasectomy; prescription and non-prescription birth control, except as specifically provided herein;
16. Routine newborn infant care, well baby nursery and related Doctor charges including circumcision and congenital conditions, except as specifically provided for in this Policy for newborn or adopted infants;
17. Elective termination of pregnancy including the morning after pill, except to preserve the life of the female upon whom the abortion is performed;
18. Hospital Confinement or any other services or treatment for which the Insured Person is not legally obligated to pay or for which no charge is made;
19. Services provided normally without charge by the health service of the University, or services covered or provided by a student health fee;
20. Treatment in a government Hospital, unless there is a legal obligation for the Insured Person to pay for such treatment;
21. Any services of a Doctor, nurse, or health care practitioner who lives with the Insured Person or who is related to the Insured Person by blood or marriage;
22. Services received after the Insured's coverage ends, except as specifically provided under the Extension of Benefits Provision;
23. Testing and treatment of learning disabilities;
24. Injury caused by, contributed to or resulting from the Insured Person's use of alcohol, illegal drugs or use of legal medicines that are not taken in the dosage or for the purposed as prescribed by the Insured Person's Doctor;
25. Services for the treatment of any Injury or Sickness incurred while committing a felony or while taking part in an insurrection or riot;
26. Any and all over the counter smoking cessation and treatment of nicotine addiction products;
27. Services and associated expenses for the treatment of obesity and any resulting complications, consequences and after effects of treatment that involves surgery and any other associated expenses, including, but not limited to: a) gastric or intestinal bypasses; b) gastric balloons; c) stomach stapling; d) wiring of the jaw; e) panniculectomy; f) appetite suppressants; g) surgery for removal of excess skin or fat;

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GENERAL EXCLUSIONS (continued from page 15)

28. Injury or Sickness for which benefits are paid or payable under any workers' compensation or occupation disease law or act, or similar legislation;
29. War or any act of war, declared or undeclared; or while in the armed forces of any country;
30. Solid organs, including but not limited to: autologous and allogenic bone marrow transplants, autologous and allogenic stem cell transplants, including non-human organs or bone marrow; anything caused by, contributed to, or resulting from an organ transplant, including complications thereof;
31. Acupuncture or acupressure; aroma therapy; hypnotism; rolfing; biofeedback;
32. Voluntary, elective or prophylactic treatment (medical, surgical or pharmacological) for a condition that is not presently exhibiting symptoms, or is in absence of a disease state or condition that is presently creating pathological changes to any body structure or function;
33. Nasal and sinus surgery, except surgery made necessary as the result of a covered Injury or acute purulent sinusitis;
34. Preventive testing or treatment or screening exams or testing in the absence of Injury or Sickness, except as provided herein;
35. Lipectomy services and supplies related to surgical or suction-assisted lipectomy;
36. Patient controlled analgesia (PCA);
37. Services, supplies or treatment for: allergy testing or treatment; acne (including Accutane); alopecia and hirsutism;
38. Weight management services and supplies;
39. Expenses incurred for any experimental drug or drug combination that the Federal Food and Drug Administration (FDA) has not approved for any indication, or for any drug that the FDA has determined to be contraindicated for a particular condition;
40. Outpatient prescription drugs; and
41. Congenital birth anomalies, except as mandated for newborn children.

PRE-EXISTING CONDITION LIMITATION

The Pre-Existing Condition Limitation is waived for treatment received at the ISU Student Health Center or BSU University Health Services.

Otherwise, Pre-Existing Conditions are not covered for the first 12 months following the Insured's Effective Date of coverage under the Policy.

This limitation will not apply if, during the period immediately preceding the Insured's Effective Date of coverage under this Policy, the Insured Person was covered under prior Creditable Coverage for 12 consecutive months. Prior Creditable Coverage of less than 12 months will be credited toward satisfying the Pre-Existing Condition limitation. This waiver will apply only if the Insured Person becomes eligible and applies for coverage within 63 days of termination of his or her prior coverage.

Pregnancy, including complications of pregnancy, shall not be considered a Pre-Existing Condition under the Policy. In addition, this limitation will not apply to a newborn Dependent child or a child adopted by the Covered Student or placed with the Covered Student for adoption, if the adoption or placement for adoption occurs while the Covered Student is covered under the Policy.

Creditable Coverage includes:

- Any individual or group Policy, contract or program, that is written or administered by a disability insurance Company, health care service plan, fraternal Benefits society, self-Insured employer plan, or any other entity, and that arranges or provides medical, Hospital, and surgical Coverage not designed to supplement other private or governmental plans. The term includes continuation or conversion Coverage but does not include accident only, credit, Coverage for onsite medical clinics, disability income, Medicare supplement, long-term care insurance, dental, vision, Coverage issued as a supplement to liability insurance, insurance arising out of a workers' compensation or similar law, automobile medical payment insurance, or insurance under which Benefits are payable with or without regard to fault and that is statutorily required to be contained in any liability insurance Policy or equivalent self-insurance.
- The Federal Medicare programs pursuant to Title XVIII of the Social Security Act.
- The Medicaid program pursuant to Title XIX of the Social Security Act.
- Any other publicly sponsored program, provided in this state or elsewhere, of medical, Hospital and surgical care.
- 10 U.S.C.A. Chapter 55 (commencing with Section 1071) (Civilian Health and Medical Program of the Uniformed services (CHAMPUS)).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health Benefits risk pool.
- A health plan offered under 5 U.S.C.A. Chapter 89 (commencing with Section 8901) (Federal Employees Health Benefits Program (FEHBP)).
- A public health plan as defined in federal regulations authorized by Section 2701(c) (1)(I) of the Public Health Service Act, as amended by Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996.
- A health Benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C.A. Sec. 2504(e)).
- Any other Creditable Coverage as defined by subsection (c) of Section 2701 of Title XXVII of the federal Public Health Services Act (42 U.S.C. Sec. 300gg(c)).

COORDINATION OF BENEFITS

If an Insured Person is covered under one or more other plans, the benefits payable under this Policy will be coordinated with the benefits payable under the other plan(s). Coordination of Benefits means the order in which claims are paid. Coordination permits secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed 100% of the total allowable expenses. For further explanation of Coordination of Benefits, please see the policy on file at the University or contact the claims administrator.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the brochure.

Accident means an event that is sudden, unexpected, and unintended, and over which the Insured Person has no control.

Coinsurance means the percentage of the expense for which the Insured Person is responsible for a covered service.

Coinsurance Maximum Limit means the maximum amount of money an Insured Person pays for Coinsurance amounts in a Policy Year. This amount is shown in the Schedule of Benefits. There are separate Coinsurance Maximum Limit amounts for in-network and out-of-network benefit levels.

Copayment (Copay) means a specified dollar amount an Insured Person must pay for specified charges. The Copayment is separate from and not a part of the Deductible or Coinsurance or Coinsurance Maximum Limit.

Covered Charge means those charges for any treatment, services or supplies: 1) for network providers not in excess of the Preferred Allowance; 2) for non-network providers not in excess of the Reasonable and Customary Expense therefore; and 3) not in excess of the charges that would have been made in the absence of this insurance; and 4) incurred while this Policy is in force as to the Insured Person, except with respect to any covered expense payable under the Extension of Benefits Provision.

Covered Student means an eligible student of the University who is insured under the Policy.

Deductible means the amount of expenses for covered services and supplies which must be incurred by the Insured Person before specified benefits become payable.

Dependent means a person who is the Covered Student's:

1. Legally married spouse, who is not legally separated from the Covered Student and resides with the Covered Student; or
2. Unmarried child under the age of 25 who receives more than one-half of his or her financial support from the Covered Student.

The term child refers to the Covered Student's unmarried:

1. Natural child;
2. Stepchild or foster child. A stepchild is a Dependent on the date the Covered Student marries the child's parent. A foster child is a Dependent from the moment of placement with the Covered Student as certified by the agency making the placement; or
3. Adopted child, including a child placed for adoption with the Covered Student, from the moment of placement as certified by the agency making the placement. Placed for adoption or placement means the assumption and retention by a Covered Student of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. The child's placement with a Covered Student terminates upon the termination of that legal obligation.

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DEFINITIONS (continued from page 18)

Doctor means: 1) a legally qualified physician licensed by the state in which he or she practices; 2) a practitioner of the healing arts performing services within the scope of his or her license as specified by the laws of the state of residence of such practitioner; or 3) a certified nurse midwife while acting within the scope of that certification. The term does not include a person who ordinarily resides in the Insured Person's home or is related to the Insured Person by blood or marriage.

Emergency means Sickness or Injury for which immediate medical treatment is sought at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy; or
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Experimental/Investigational means the service or supply has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication.

Hospital means a facility which provides diagnosis, treatment, and care of persons who need acute inpatient hospital care under the supervision of Doctors. It must be licensed as a general acute care hospital according to state and local laws. Hospital shall also include a psychiatric health facility for the treatment of mental or psychoneurotic disorders. Facilities primarily treating drug addiction or alcoholism that are licensed to provide these services are also included in this definition.

Hospital does not include an institution, or part thereof, which is other than incidentally a nursing home, a convalescent hospital, or a place for rest or the aged.

Hospital Confinement means confinement in a Hospital for at least 18 hours for which a room and board charge is made by reason of Sickness or Injury for which benefits are payable. The readmission for the same or related Sickness or Injury, within a 72 hour period, will be considered a continuation of confinement.

Injury means bodily Injury due to a sudden, unforeseeable, external event which results solely, directly and independently of disease, bodily infirmity or any other causes. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Insured Person means an eligible student or eligible Dependent who has been accepted for coverage and who has paid the required premium.

Involuntary Loss of Coverage means that prior coverage has been involuntarily terminated due to no fault of the Insured, which includes coverage that terminates due to a loss of employment by the student or the student's spouse or parent. This definition does not include coverage that has a predetermined termination date, or expiration of COBRA eligibility, and does not apply to coverage that has been voluntarily terminated.

Lifetime Aggregate Maximum means the amount payable by the Company for incurred Covered Charges for all Injuries or Sicknesses paid under this Policy or under any other Policy issued to the University by this Company.

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DEFINITIONS (continued from page 19)

Medically Necessary means a treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided.

A treatment, drug, device, procedure, supply or service shall not be considered Medically Necessary if it:

1. Is Experimental/Investigational or for research purposes;
2. Is provided solely for educational purposes or the convenience of the patient, the patient's family, Doctor, Hospital or any other provider;
3. Exceeds in scope, duration or intensity the level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
4. Could have been omitted without adversely affecting the patient's condition or the quality of medical care;
5. Involves treatment with or the use of a medical device, drug or substance not formally approved by the U.S. Food and Drug Administration (FDA). If the prescribed drug is recognized as safe and effective for the treatment of a Sickness or Injury by one or more of the Standard Medical Reference Compendia or in the Medical Literature, even if the prescribed drug has not been approved by the FDA for the treatment of that specific Sickness or Injury, coverage will be provided, subject to the exclusions and limitations of the Policy;
6. Involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
7. Can be safely provided to the patient on a more cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

Mental Disorder means nervous, emotional, and mental disease, illness, syndrome or dysfunction classified in the most recent addition of the Diagnostic and Statistical Manual of Mental Disorders (DSM IV) or its successor as a mental disorder on the date medical care or treatment is rendered to an Insured Person.

Pre-Existing Condition means Sickness or Injury for which medical care, treatment, diagnosis or advice was received or recommended within the six (6) consecutive months prior to the Insured's Effective Date of coverage under the Policy.

Preferred Allowance means the amount a network provider has agreed to accept as payment in full for Covered Charges.

Reasonable and Customary Expense (R&C) means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

1. The actual amount charged by the provider;
2. The negotiated rate, if any; or
3. The charge which would have been made by a provider of medical services for a comparable service or supply in the same geographic area, as reasonably determined by the Company.

Geographic area means the first three digits of the zip code in which the service, treatment, procedure, drugs or supplies are provided or a greater area, if necessary, to obtain a representative cross-section of charge for a like treatment, service, procedure, device, drug or supply.

DEFINITIONS (continued from page 20)

Reasonable charges, fees or expenses as used herein to describe expense, will be considered to mean the percentile of the payment system in effect on the Effective Date of the Policy.

Sickness means illness, disease, pregnancy and complications of pregnancy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same sickness.

CLAIM PROCEDURE

Please note that if you receive treatment at University Health Services at BSU, payment must be made at the time of service and a claim submitted for reimbursement under SHIP, as described below.

Otherwise, in the event of an Injury or Sickness, the SHC and most network (PPO) providers will submit the claim directly to AmeriBen for you. However, if the provider does not file the claim for you, you will be responsible for submitting the claim for reimbursement. In this case, follow these instructions:

1. After you receive treatment, complete the insurance company claim form.
 - a) You may download a claim form from **www.myameriben.com**.
 - b) Answer all the questions and be sure to sign the claim form before submitting it.
2. If you have any other expenses such as medicines, x-rays or laboratory charges, be sure to attach these bills to the claim form.
3. Send your claim form and all other bills or receipts to AmeriBen at the address below. Try to have all itemized bills attached to the same claim form.
 - a) Please do not send bills without completed claim form. Bills cannot be considered unless all the information required on the claim form is submitted.
 - b) A properly completed claim form must be submitted for each Injury or Sickness.
4. Claim forms and bills should be sent to:

AmeriBen
P.O. Box 6947
Boise, ID 83707-0947

Providers may submit claims electronically:
PAYER ID 75137

5. If you have questions about the status of your claim after it has been submitted, please call AmeriBen at **1-877-955-1559** (Monday–Friday, 7:00 a.m. to 6:00 p.m.). You may also log on to **www.myameriben.com** to check on your claim status, view your Explanation of Benefits (EOB), access answers to frequently asked questions or submit inquiries by email directly to the AmeriBen Customer Care Center.

A claim must be submitted within 90 days after an Injury or Sickness has occurred in order for the claim to be paid.

You have the right to request an independent medical review if health care services have been improperly denied, modified, or delayed based on medical necessity.

Always keep a copy of all documents submitted for claims.

TRAVEL ASSISTANCE PROGRAM

The following is a detailed description of covered services included under the Travel Assistance Program provided to students and Dependents who are enrolled in the Student Health Insurance Plan (SHIP). The Travel Assistance Program is provided through Nationwide Life Insurance Company, in association with OnCall International.

All services must be provided by the Travel Assistance Program. Any expenses associated with these services are the insured student's responsibility except as provided herein. No claims for reimbursement will be accepted.

Coverage begins only when a covered participant is 100 miles or more from his or her primary residence or when in a foreign country, except as specified herein.

WORLDWIDE 24-HOUR EMERGENCY TRAVEL ASSISTANCE

If you are traveling and have an emergency, please contact the call center, OnCall International, available 24 hours a day, seven days a week:

Call from the United States or Canada:1-866-525-1957

Call collect from anywhere else in the world:1-603-898-9159

Email: mail@oncallinternational.com

EMERGENCY TRANSPORTATION SERVICES

Emergency Evacuation: If you suffer an Injury or Sickness and adequate medical facilities are not available locally in the opinion of the Travel Assistance Program's Medical Director, the Travel Assistance Program will provide emergency evacuation (under medical supervision, if necessary) by whatever means necessary to the nearest facility capable of providing adequate care. Services included arranging and paying for transportation and related medical services (including cost of medical escort, if necessary) and medical supplies necessarily incurred in connection with the emergency evacuation.

Medically Necessary Repatriation: After initial treatment and stabilization for an Injury or Sickness, if the attending Physician and the Travel Assistance Program's Medical Director deem it medically necessary, the Travel Assistance Program will transport you back to your permanent place of residence for further medical treatment or to recover. Services include arranging and paying for transportation and related medical services (including cost of medical escort, if necessary) and medical supplies necessarily incurred in connection with the repatriation.

Repatriation of Remains: In the event of your death, the Travel Assistance Program will render assistance and provide for the return of mortal remains. Services include arranging and paying for the following: location of a sending funeral home; transportation of the body from the site of death to the sending funeral home to the airport; minimally necessary casket or air tray for transport; coordination of consular services (in the case of death overseas); procuring death certificates; and transport of the remains from the airport to the receiving funeral home. Other services that might be performed in conjunction with those listed above include: making travel arrangements for any traveling companions; identification and/or notification of next-of-kin. Repatriation of Remains services are subject to a maximum coverage limit of \$25,000.

Visit by Family Member or Friend: If you are hospitalized for more than seven (7) days and are traveling alone, the Travel Assistance Program will arrange and provide your family member or friend with transportation to visit you. Visit by Family Member or Friend services are subject to a maximum coverage limit of \$5,000, to include one (1) round trip economy ticket, meals and reasonable accommodations up to a maximum of 10 days.

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TRAVEL ASSISTANCE (continued from page 22)

Return of Dependent Children: If you are hospitalized for more than seven (7) days, the Travel Assistance Program will arrange and pay for the return of your minor children who are under 19 years of age, and if necessary, accompany him or her with an attendant, up to a maximum coverage limit of \$5,000 per event.

Return of Traveling Companion: If your traveling companion loses previously made travel arrangements due to your medical emergency, the Travel Assistance Program will arrange and pay for your traveling companion's return home by the most direct and economical route, up to a maximum coverage limit of \$5,000 per event.

Assistance Services	Maximum Limit
Emergency Evacuation.....	Unlimited
Medically Necessary Repatriation	Unlimited
Repatriation of Remains	\$ 25,000
Visit by Family Member or Friend.....	\$ 5,000
Return of Dependent Children	\$ 5,000
Return of Traveling Companion.....	\$ 5,000

MEDICAL ASSISTANCE SERVICES

Medical Referrals: The Travel Assistance Program will assist you in finding physicians, dentists, and medical facilities.

Medical Monitoring: During the course of a medical emergency, the Travel Assistance Program's professional case managers, including physicians and nurses, will make sure the appropriate level of care is maintained or determine if further intervention, medical transportation, or possibly repatriation (return to U.S.) is needed. The Travel Assistance Program will provide case notification, both foreign and domestic, between the patient, family, physician, employer, travel company, and consulate as needed. The Travel Assistance Program will continue to provide all necessary international claim coordination, to include hospital bill translation and interpretation, as needed.

Emergency Medical Payments: When it is necessary for you to obtain needed medical services, upon request, the Travel Assistance Program will advance in local currency, up to \$10,000 to cover on-site medical expenses. The advance of funds will be made to the medical provider after the Travel Assistance Program has secured funds from you or your family.

Replacement of Medication and Eyeglasses: The Travel Assistance Program will arrange to fill a prescription that has been lost, stolen, or requires a refill, subject to local law, whenever possible. The Travel Assistance Program will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility.

Hotel Convalescence Arrangements: The Travel Assistance Program can assist you with hotel arrangements if you or your companion needs to convalesce in a hotel prior to or following medical treatment.

Medical Insurance Assistance: The Travel Assistance Program can assist you by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical benefits coverage, guaranteeing medical payments, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow.

Prescription Drug Assistance: When permitted by law and approved by the patient's physicians, the Travel Assistance Program will assist you in obtaining prescription drugs and other necessary personal medical items that may have been forgotten, lost or depleted while traveling.

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TRAVEL ASSISTANCE (continued from page 23)**LEGAL ASSISTANCE**

Locating Legal Services: The Travel Assistance Program can assist in contacting a local attorney or the appropriate consular officer if you are arrested or detained, involved in an automobile accident, or otherwise need legal help. The Travel Assistance Program will maintain communications with you, your family, and employer until legal counsel has been retained by you.

Bail Bond Services: The Travel Assistance Program can assist in securing bail bond services in all available locations.

BAGGAGE ASSISTANCE

The Travel Assistance Program can assist you if your baggage is lost, stolen, or delayed while traveling on a common carrier. The Travel Assistance Program will advise you of the proper reporting procedures and will help you maintain contact with the appropriate companies or authorities to help resolve the problem.

EMERGENCY PAYMENT ASSISTANCE

The Travel Assistance Program can assist you in obtaining an advance of funds for medical expenses or other travel emergencies by coordinating directly with your family, or your credit card company, bank, employer, plan sponsor or other sources of credit.

PRE-TRIP ASSISTANCE

Pre-trip assistance is available at any time and is not subject to the 100-mile travel requirement.

Passport and Visa Information: The Travel Assistance Program can advise you of the required documentation to enter and depart foreign destinations.

Health Hazards Advisory: The Travel Assistance Program can provide you with up to date travel advisories.

Inoculation Requirements: Medical entry requirements can be provided to you prior to your departure.

Weather Information: The Travel Assistance Program maintains current information regarding weather conditions for both domestic and international travel destination. This information will be provided to you through the Travel Assistance Program Call Center.

Currency Exchange Information: The Travel Assistance Program can provide you with the daily currency exchange rate for a specified country.

Consulate and Embassy Locations: The Travel Assistance Program maintains a complete listing of consulates and embassies. These locations are accessible to you by calling the Travel Assistance Program Call Center.

Translation and Interpreter Services: Professional translators and interpreters can be reached 24-hours a day to obtain translation or interpreter assistance services during emergency situations while traveling internationally.

Travel Locator Service: You can contact the Travel Assistance Program Call Center 24 hours a day, seven (7) days a week, for assistance in locating hotels, airports, sports facilities, campgrounds, and tourist attractions.

EMERGENCY MESSAGE ASSISTANCE

The Travel Assistance Program can record emergency messages from you or emergency messages for you for 24-hour periods. These messages may be retrieved at anytime by you, your family, or business associates.

EMERGENCY CASH ASSISTANCE

The Travel Assistance Program can assist you with emergency cash up to \$500. Arrangements will be made through a friend, family member, business, or your credit card in the event of an emergency. All fees associated with the transfer or deliveries of funds are your responsibility.

(continued on page 25)

TRAVEL ASSISTANCE (continued from page 24)**EMERGENCY TICKET REPLACEMENT**

The Travel Assistance Program can assist you in replacing lost or stolen airline tickets.

EMERGENCY CARD REPLACEMENT

The Travel Assistance Program can assist you with emergency card replacement if you should experience a loss, theft, or damage to your credit card or membership card.

EXCLUSIONS AND LIMITATIONS

1. The Travel Assistance Program shall not provide services enumerated if the coverage is sought as a result of: a) involvement in any act of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, and insurrection, military or usurped power; b) traveling against the advice of a Physician; traveling for the purpose of obtaining medical treatment; c) traveling in any country in which the U.S. State Department issued travel restrictions; d) the commission of or attempt to commit an unlawful act; e) mental or emotional disorders, unless hospitalized; f) participation as a professional in athletics; g) services provided for you for which no charge is normally made; or h) travel within 100 miles of your primary residence, unless in a foreign country.
2. The services described above currently are available in every country of the world. Due to political and other situations in certain areas of the world, the Travel Assistance Program may not be able to respond in the usual manner. It is your responsibility to inquire whether a country is "open" for assistance prior to your departure and during your stay. The Travel Assistance Program also reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strikes, nuclear accidents, acts of God or refusal of authorities to permit the Travel Assistance Program to fully provide services.
3. If you request a transport related to a condition that has not been deemed medically necessary by a physician designated by the Travel Assistance Program in consultation with a local attending physician or to any condition excluded hereunder, and you agree to be financially responsible for all expenses related to that transport, the Travel Assistance Program will arrange but not pay for such transport to a medical facility or to your residence and will make such arrangements using the same degree of care and completeness as if the Travel Assistance Program was providing service under this agreement. A waiver of liability will be required prior to arranging these transportation services.
4. The Travel Assistance Program shall not be responsible for any claim, damage, loss, costs, liability or expense which arises in whole or in part as a result of the Travel Assistance Program's inability to verify the participant's eligibility.

All transportation benefits provided hereunder must be by the most direct and economical route possible.

For the purposes of this Description of Covered Services, the following definitions shall apply: 1) "Injury" means identifiable injury caused by an Accident; 2) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place; 3) "Sickness" means a sickness of the participant declares itself during the period when services are available under this Agreement.

The Travel Assistance Program is not responsible and cannot be held liable for any malpractice performed by a local physician or attorney who is not an employee of the Travel Assistance Program, or for any loss or damage to your vehicle during the return of vehicle, or for any loss or damage to any personal belongings.

NATIONWIDE LIFE HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The terms of this Notice of Privacy Practices apply to Nationwide Life Insurance Company®, National Casualty Company, and the area within Nationwide Mutual Insurance Company® that performs healthcare functions. In this Notice, "Nationwide Life" or "We" means the healthcare functions of Nationwide Life Insurance Company, which is a hybrid covered entity (the healthcare functions of National Casualty Company, and Nationwide Mutual Insurance Company, a business associate). As permitted by law, Nationwide Life will share protected health information (PHI) of members as necessary to carry out treatment, payment, and healthcare operations.

We are required by HIPAA and certain state laws to maintain the privacy of our members' PHI and to provide members with notice of our legal duties and privacy practices with respect to their PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. Copies of the revised notices will be mailed to all current plan members or insureds.

Protected health information (PHI) that is the subject of this Notice is information that is created or received by Nationwide; and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. It includes information of persons living or deceased.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Your Authorization. Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing, unless we have taken any action in reliance on the authorization.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make. We may release your PHI to your plan sponsor, provided your plan sponsor certifies that the information provided will be maintained in a confidential manner and not used in any other manner not permitted by law.

(continued on page 27)

HIPAA NOTICE (continued from page 26)

OTHER PRIVACY LAWS AND REGULATIONS

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact.

RIGHTS THAT YOU HAVE

Access to Your Protected Health Information. You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact.

Amendments to Your Protected Health Information. You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested Amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact.

Accounting for Disclosures of Your Protected Health Information. You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact.

Restrictions on Use and Disclosure of Your Protected Health Information. You have the right to request restrictions on some of our uses and disclosures of your PHI. We are not required to agree to your restriction request. A request form can be obtained by writing your designated contact.

Disclosures for Treatment, Payment and Health Care Operations. We will make disclosures of your PHI as necessary for your treatment, payment, and/or health care operations. For instance, for your Treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For Payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For Health Care Operations, we will use and disclose your PHI as necessary, and as permitted by law, for our health care operations, which include responding to customer inquiries regarding benefits and claims.

Family and Friends Involved In Your Care. With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care.

If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

(continued on page 28)

HIPAA NOTICE (continued from page 27)

Business Associates. Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide some of your PHI to one or more of these outside persons or organizations. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

Other Health-Related Products or Services. We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

Information Received Pre-enrollment. We may request and receive from you and your health care providers PHI either prior to your enrollment in the health plan or the issuance of your policy. We will use this information to determine whether you are eligible to enroll in the health plan and to determine your rates. We will protect the confidentiality of that information in the same manner as all other PHI we maintain and, if you do not enroll in the health plan we will not use or disclose the information about you we obtained without your authorization.

Communications With You. You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact.

Complaints. If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

CONTACT INFORMATION

If you have any questions about this statement, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling 1-877-955-1559, or mail your request to:

Karen Maciejewski
Privacy Officer
AmeriBen
3449 East Copper Point Drive
Meridian, ID 83642

As a member, you retain the right to obtain a paper copy of this Notice of Privacy Practices, even if you have requested such copy by e-mail or other electronic means.

EFFECTIVE DATE

This Nationwide Life HIPAA Notice of Privacy Practices is effective April 14, 2003.

CERTIFICATION OF QUALIFYING HEALTH PLAN COVERAGE

If an Insured Person is no longer eligible to be insured under the plan, the Insured Person should request a Certification of Qualifying Health Plan Coverage from Renaissance Insurance Agency, Inc. This request can be made by phone or in writing. This request must include the name of the school and the name of each person who is no longer eligible to be insured under the plan.

AUTHORIZED REPRESENTATION

In accordance with state and federal rules and regulations, we will not disclose individual information without authorization. This includes disclosures to family members for insured individuals who have reached the age of majority.

If the Insured Person would like to authorize an additional party to act as a personal representative for matters pertaining to this insurance plan, we must have an Authorization Form on file. To request a form, please contact Renaissance Insurance Agency, Inc. at the address below or complete a form via the internet at: www.renstudent.com.

SUMMARY OF PRIVACY POLICY

We strongly believe in maintaining the confidentiality of the personal information we obtain and/or receive about Insured Persons and we are committed to protecting the privacy of Insured Persons. We do not disclose any nonpublic information about Insured Persons to anyone, except as permitted or required by law. We do not sell or otherwise disclose Insured Person's personal information to anyone for purposes unrelated to our products and services. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to protect information about Insured Persons from unauthorized disclosure. We may disclose any information we believe necessary to conduct our business as is legally required. Insured Persons have the right to access, review and correct all personal information collected. Insured Persons may review this Privacy Policy in its entirety, or the Privacy Policies of other entities servicing the Policy, by writing to the address or visiting the website shown below. Insured Persons may also submit a request, in writing, to review your information at the address below.

Renaissance Insurance Agency, Inc.
Attention Privacy Manager
P.O. Box 2300
Santa Monica, CA 90407-2300
Phone: 1-800-537-1777
Facsimile: 1-310-394-0142
Website: www.renstudent.com

INSURANCE ID CARD

A temporary ID Card can be downloaded at www.renstudent.com/isu. A permanent ID card will be mailed to you shortly after the beginning of the Fall Semester. Only one permanent ID card will be mailed to you each school year (not each semester). If you need a replacement card, please contact Renaissance Insurance Agency, Inc. at 1-800-537-1777. **Always carry your insurance ID card with you.**

IMPORTANT INFORMATION

This brochure describes your benefits under the plan of insurance sponsored by your school. It is not a contract of insurance. Your coverage is governed by a policy of blanket Injury and Sickness insurance underwritten by Nationwide Life Insurance Company. As evidence of your coverage, a policy of insurance (Policy Number 302-110-1108) has been issued to your school which contains the benefits and provisions which apply to the plan of insurance sponsored by your school. Any discrepancy between this brochure and the policy will be governed by the policy. Please keep this brochure for future reference.

B/NSHSAS 2000 ID BSU

Insurance Company:

Nationwide Life Insurance Company

Policy Number:

302-110-1108

Student Insurance Office:

921 South 8th Avenue, Stop 8375

Pocatello, ID 83209

Toll-Free 1-208-282-2972

For questions regarding benefits or claims:

AmeriBen

P.O. Box 6947

Boise, ID 83707-0947

Toll-Free 1-888-955-1559

www.myameriben.com

For questions regarding eligibility or enrollment:

Renaissance Insurance Agency, Inc.

P.O. Box 2300

Santa Monica, CA 90407-2300

1-800-537-1777

For travel assistance services 24/7, contact:

On Call International

From US or Canada: 1-866-525-1957

Collect from anywhere else in the world: 1-603-898-9159

Email: mail@oncallinternational.com

To download additional plan materials or an FAQ, or to enroll Dependents in the plan, please visit:

www.renstudent.com/isu

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Lewis-Clark

S T A T E

C O L L E G E



2010-2011

Student Health Insurance Plan

SHIP

underwritten by
Nationwide Life Insurance Company

policy number
302-081-1108

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ID CARD

A temporary ID card is located on the back cover. Please detach and retain for proof of coverage. A permanent ID card will be mailed to you shortly after the start date of the plan. Your insured dependents may also use your ID card to obtain treatment. **Only one permanent ID card will be mailed to you each school year (not each semester).**

If services or prescriptions are needed before you receive your permanent ID card, please contact Student Health Services.

Always carry your insurance identification card with you.

STUDENT HEALTH SERVICES

Location:	Sam Glenn Complex, Room 205 500 8th Avenue Lewiston, ID 83501
Phone:	1-208-792-2251
Hours:	Monday-Friday 8:00 a.m. to 5:00 p.m. Closed from 12:00 p.m. to 1:00 p.m.

ELIGIBILITY

Students

The following students are automatically covered under the Student Health Insurance Plan (SHIP), unless proof of other comparable coverage is provided and a waiver is submitted by the Waiver Deadline Date each semester:

- All full-fee paying domestic students enrolled in at least 12 credit hours
- All international students enrolled in at least one (1) credit hour and attending Lewis-Clark State College on a non-immigrant visa with LCSC as the sponsoring institution (including students enrolled in the IIE Program)

Students have until the Waiver Deadline Date to enroll in the minimum number of credit hours required to be eligible for this coverage. Auditing hours may be used toward satisfying the minimum number of hours required to purchase this insurance.

Part-time students (except international students) are not eligible for SHIP.

To maintain eligibility for the Student Health Insurance Plan, students must actively attend classes for the first 31 days after the beginning date of the term for which coverage is purchased. However, coverage for any student who withdraws for medical reasons, as verified and approved by the school, after the first 10 days of the term will have coverage continue through to the end of the term for which premium has been paid.

Nationwide Life Insurance Company (hereinafter "the Company") maintains its right to investigate student (and Dependent) status and attendance records to verify that the policy eligibility requirements have been met. If and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium less any claims paid.

Dependents

Covered Students may also insure their eligible Dependents who are the Covered Student's: 1) legally married spouse who is not legally separated from and resides with the Covered Student; and/or 2) **unmarried child under the age of 25 who receives more than one-half of his or her financial support from the Covered Student.**

If a child is born to an insured student, that child will be covered under the plan for the first 60 days after: 1) the birth date of the newly born child; 2) the effective date of adoption of the child by the student; or 3) the date of placement of the child for adoption with the student. Coverage for such child will be for Sickness and Injury, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care. Should the student's coverage terminate before the end of the 60-day period, newborn coverage will not extend beyond the student's termination date.

The Covered Student will have the right to continue coverage for the child beyond 60 days. To continue the coverage the Covered Student must: 1) notify Renaissance Insurance Agency, Inc. by the 60th day; and 2) pay the monthly pro-rated cost of coverage for the remainder of the current term, if required. Once Renaissance has been notified, the Covered Student will have 31 days (in addition to the initial 60 days) to submit payment of any additional premium. If the Covered Student does not use this right as stated here, all coverage as to that child will terminate at the end of the 60-day period.

The term "children" includes an insured student's biological children, step-children and adopted children from the date of placement who depend upon the insured student for full support.

Any dependent on active duty in any military, naval, or air force of any country is not eligible for coverage under the policy.

WAIVER REQUIREMENTS

Students who wish to waive coverage under the plan must submit satisfactory proof of comparable and verifiable continuing health insurance coverage by the Waiver Deadline Date **each semester**. In order to qualify for a waiver, the student must be continuously covered under a health insurance plan for the entire school term, which includes, at a minimum, the following:

- Must be effective for the same coverage period as provided under the SHIP policy;
- Maximum Benefit of at least \$100,000 per accident or illness;
- Deductible not to exceed \$5,000 (a maximum \$1,000 Deductible is strongly recommended);
- Coinsurance amount not to exceed 25% of in-network PPO charges (insurance pays at least 75%) and 50% of out-of-network PPO charges;
- Must cover accidents and illness (to include maternity coverage for females)
- Must provide coverage locally (in the area where educational services are received) for emergency and non-emergency inpatient and outpatient care, including follow-up care
- Must cover Injuries when participating in intercollegiate, intramural and/or club sports activities;
- For international students, the plan must have at least \$10,000 of repatriation coverage and \$15,000 of medical evacuation coverage; and
- Plans **must** be owned, operated and based in the United States and must be in full compliance with applicable federal laws. International students may not waive with insurance from their home country.

Students who are covered under a plan that does not meet all of the applicable requirements will not be allowed to waive coverage under this plan.

Students who are eligible to waive coverage under this plan must sign onto WarriorWeb to submit a waiver request. The waiver must be completed by 5:00 p.m. on the Waiver Deadline Date each semester. Please see the complete step-by-step Waiver Procedure for more details, which is available at www.renstudent.com/lcsc.

Waiver Deadline Date

Fall: August 27, 2010

Spring/Summer: January 14, 2011

ENROLLMENT PROCEDURE

Students

All eligible students who have not waived coverage by the Waiver Deadline Date each semester will be automatically enrolled in the plan. The cost for SHIP is included in the tuition fees each semester.

If an eligible student has waived out of the Lewis-Clark State College plan and later wishes to enroll due to an Involuntarily Loss of Coverage, he or she must submit to the College proof of the Involuntary Loss of Coverage and written notification of their interest to enroll in the Lewis-Clark State College Student Insurance Plan. Please note it is the responsibility of the eligible student to submit to the College proof of the Involuntary Loss of Coverage and written notification of their interest to enroll in the Lewis-Clark State College Student Insurance Plan within 63 days of the termination date of the prior coverage in order to maintain continuous coverage and avoid the exclusion of benefits for Pre-Existing Conditions under the Policy. Eligible students must pay the entire premium for the term in which they are electing to enroll. Students who have waived enrollment in the plan and later wish to enroll in the school insurance plan, but who have not had an Involuntary Loss of Coverage, may elect to enroll in the next ensuing term of coverage, provided they maintain eligibility status.

Registrants in special programs which have different academic calendars shall be allowed to purchase insurance, paying premiums as though they were enrolled for one semester.

Dependents

Students may enroll eligible Dependents in the plan online with a MasterCard or Visa at www.renstudent.com/lcsc by the Dependent Enrollment Deadline Date.

Students who wish to pay by check or money order may download a Dependent enrollment form from www.renstudent.com/lcsc and submit the completed form, along with the proper payment, to Renaissance Insurance Agency, Inc. (must be postmarked by the Dependent Enrollment Deadline Date).

If a student wishes to enroll a new Dependent, and it is past the Dependent Enrollment Deadline Date, the student must contact Renaissance Insurance Agency, Inc. at 1-800-537-1777. Newly acquired Dependents (spouse and/or children) are not subject to the Dependent Enrollment Deadline Dates. However, enrollment and payment (if required) for all newly acquired Dependents must be received within 60 days of marriage or within 91 days of birth or placement of a Dependent child as defined herein. **Otherwise, enrollment and payment cannot be accepted after the Dependent Enrollment Dates listed.**

COSTS OF COVERAGE

SHIP	Fall	Spring/Summer
Student	\$ 517.00	\$ 715.00
Spouse	\$ 684.00	\$ 945.00
Child(ren)	\$ 587.00	\$ 810.00

IIE Program**Per Term**

Student	\$ 143.00
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Student costs are pending State Board approval of the 2010-2011 fee structure later this spring.

The Spouse and Child(ren) costs are in addition to the Student cost.

PREMIUM REFUNDS

Except in the case of a medical withdrawal after the first 10 days of the term, if a student withdraws from school during the first 31 days of coverage under the plan a full refund of premium for the applicable term will be made upon request and the coverage will be as if it had never been in effect. In addition, if a student enters full-time active military service or, in the case of an international student, permanently returns to the home country or country of regular domicile, a pro rata refund will be issued only upon written request from the school. Otherwise, premium refunds are not allowed.

TERMS OF COVERAGE**Effective Date**

Coverage for students enrolling in SHIP will become effective at 12:01 a.m. on the effective date of the term for which premium has been paid.

Coverage for students participating in Intercollegiate Athletics at Lewis-Clark State College will become effective at 12:01 a.m. on the first date of the applicable term in which the student is enrolled or at 12:01 a.m. on the first date that the student is required to participate in the practice or play of the sport, according to the Athletic Department of the College, whichever is earlier, said date not to be earlier than 8/01/10 for Fall Semester or 1/01/11 for Spring Semester.

For students who previously waived coverage, but elect to enroll later due to Involuntary Loss of Coverage, coverage will become effective at 12:01 a.m. on:

1. The beginning date of the current term if the Involuntary Loss of Coverage occurs during the first 31 days of that term; or
2. The day following the date of receipt of proof of the Involuntary Loss of Coverage and payment of premium.

Coverage for eligible Dependents becomes effective at 12:01 a.m. on the latest of: 1) the first date of the applicable term in which the Dependent is enrolling; 2) the day after the date that online enrollment is completed; or 3) the day after the date that full payment and completed application received by mail are postmarked.

(continued on page 5)

TERMS OF COVERAGE (continued from page 4)**Termination Date**

Coverage terminates at 12:01 a.m. on the earliest of the following dates:

1. The date the Policy is terminated by the Policyholder or the Company;
2. The last day of the Term of Coverage for which premium is paid;
3. The date an Insured Person enters full-time active military service or, for international students, the date the Insured Person permanently returns to the home country;
4. The last day of the period through which premium has been paid, following the date a Dependent ceases to be a Dependent as described herein.

Dependent coverage will not be effective prior to that of the student or extend beyond that of the student, except as specifically provided under the Extension of Benefits provision.

Term	Effective Date	Termination Date	Dependent Enrollment Deadline Date
Fall	08/14/10	01/01/11	9/14/10
Spring/Summer	01/01/11	08/15/11	2/01/11

We do not send termination or renewal notices. It is the Insured's responsibility to renew coverage in a timely manner, subject to continuing eligibility. Eligibility requirements must be met each time premium is paid to continue coverage.

EXTENSION OF BENEFITS

The coverage provided under this Policy ceases on the Insured's termination date. However, if an Insured Person is totally disabled or pregnant on the termination date, Covered Charges incurred as a result of the disability condition or in connection with pregnancy, childbirth or miscarriage will continue to be paid until the date the disability or pregnancy ends, or for a period of 12 months, whichever is earlier.

The total payments made in respect of the Insured Person for such condition both before and after the termination date will never exceed the Lifetime Aggregate Maximum Benefit. After this Extension of Benefits provision has been exhausted, all benefits cease to exist and under no circumstances will further benefits be made. This provision is applicable only to the extent the Insured Person is not enrolled in the ensuing term of coverage in this plan or other similar health insurance coverage.

Dependents who are newly acquired during the Covered Student's Extension of Benefits period are not eligible for benefits under the provision. This Extension of Benefits provision does not apply to prescription drug coverage.

Totally disabled means, with respect to the Covered Student, the inability to attend classes at the location where he or she is enrolled. With respect to a Dependent, or the Covered Student if such classes are not in session, totally disabled means the inability to perform those activities that are normal for a person in good health of the same age and sex.

PREFERRED PROVIDER ORGANIZATION

Please be aware that this plan has incorporated into the coverage access to a Preferred Provider Organization (PPO) network of Doctors, Hospitals and other facilities who have contracted to provide specific medical care at a discounted, negotiated rate. Before seeking treatment, make sure that your doctor is a member of the new network or you may have to pay a higher coinsurance.

The Preferred Provider Organizations for this plan are the Idaho Physicians Network (IPN), which is available for local and statewide medical care, and First Health Network (FHN) which is available for medical care nationwide when seeking treatment outside of Idaho.

In-Network Providers (PPO)

Network access provides benefits nationwide for Covered Charges incurred at 80% of the Preferred Allowance for a covered Injury or Sickness when treated by network providers. When utilizing a PPO provider or facility there will be a 20% out-of-pocket Coinsurance expense for which the Insured Person is responsible.

When the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges incurred for treatment by a PPO Provider exceeds \$4,000 for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges incurred for treatment by a PPO Provider for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

For a complete listing of the PPO Hospital and Doctor facilities **within Idaho**, call the Idaho Physicians Network (IPN) at **1-866-476-1076** or visit **www.ipnmd.com**.

For PPO Hospital and Doctor facilities **outside of Idaho**, call the First Health Network at **1-800-226-5116** or visit **www.myfirsthealth.com**.

If an Insured Person is being treated by a Preferred Provider for an acute, serious chronic condition, pregnancy, newborn, or a terminal illness, and the Provider's contract terminates with the PPO, the Insured Person may be eligible under certain conditions to continue treatment with the Provider at the PPO rate. Contact the claims administrator for details.

Please be aware that if an Insured Person is treated at a PPO Hospital, it does not mean that all providers at that Hospital are PPO providers. In addition, if an Insured Person is referred by a PPO provider to another provider or facility, it does not mean that the provider or facility to which the Insured Person is referred is also a PPO provider. For instance, if a network Doctor gives a referral to a non-network lab for tests or a non-network anesthesiologist is used for a surgery in a network Hospital, the Insured Person will have to pay the higher Coinsurance for the non-network providers. It is the Insured's responsibility to verify that a provider is currently a member of the PPO Network. This information can be found on the network websites listed above.

Out-of-Network Providers (non-PPO)

If a non-PPO provider or facility is utilized, coverage is available worldwide at 60% of Reasonable and Customary Expenses (R&C). If a non-PPO provider or facility is utilized, there is a 40% Coinsurance factor for which the Insured Person is responsible. Covered Charges for Emergency treatment by a non-PPO provider or facility will be paid at 80% of R&C.

When the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges incurred for treatment by a non-PPO Provider exceeds \$6,000 for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges incurred for treatment by a non-PPO Provider for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

SCHEDULE OF BENEFITS

In consideration of the fact that Lewis-Clark State College students pay a health center fee which entitles them to certain services, this insurance presumes that students will first seek treatment at Student Health Services during times it is open. In the case of an Emergency, students should go to St. Joseph Regional Medical Center or the nearest medical facility. Students seeking emergency care, without a referral from SHS, will be subject to the Policy Year Deductible, as well as the \$200 emergency room Copayment if not admitted, before the insurance will begin paying benefits.

Student Health Services	
Location:	Sam Glenn Complex, Room 205 500 8th Avenue Lewiston, ID 83501
Phone:	1-208-792-2251
Hours:	Monday-Friday 8:00 a.m. to 5:00 p.m. Closed from 12:00 p.m. to 1:00 p.m.

The Company will pay for the Covered Charges listed below, up to the following limits.

DEDUCTIBLE

The Insured Person is responsible for paying the Deductible amount listed before the Company will begin paying benefits.

In-Network Providers: \$250 per Policy Year

Out-of-Network Providers: \$500 per Policy Year

The Deductible is waived for treatment received at Student Health Services.

COINSURANCE MAXIMUM LIMIT

Once the Deductible has been met, the Policy pays 80% of Covered Charges when utilizing in-network providers and 60% of Covered Charges when utilizing out-of-network providers, except as specified below. If the out-of-pocket Coinsurance amount an Insured Person pays for Covered Charges exceeds the Coinsurance Maximum Limit for all conditions during a Policy Year, the Policy will pay 100% of additional Covered Charges for the remainder of the Policy Year, up to the Lifetime Aggregate Maximum.

In-Network Providers: \$4,000 per Policy Year

Out-of-Network Providers: \$6,000 per Policy Year

(continued on page 8)

SCHEDULE OF BENEFITS (continued from page 7)**LIFETIME AGGREGATE MAXIMUM**

After satisfaction of the Deductible, the Company will pay for Medically Necessary Covered Charges incurred as the result of a Sickness or Injury, according to the applicable limits stated below, up to the Lifetime Aggregate Maximum of \$250,000 for all conditions combined.

Coverage for Injuries sustained during participation in regularly scheduled intercollegiate sports events of Lewis-Clark State College (including the regular season for such sport, the supervised practice and tryout for such sport, and the travel to and from sports events and practices) is limited to a maximum of \$2,500 per Injury.

BENEFIT PERIOD

Covered Charges must be incurred within 52 weeks from the date of the Accident or first treatment for Sickness.

COVERED CHARGES are limited to the following:

INPATIENT	
HOSPITAL CONFINEMENT ROOM AND BOARD daily average semi-private room rate and general nursing care provided by a Hospital	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
INTENSIVE CARE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
MATERNITY AND NEWBORN CARE during Hospital Confinement, including routine nursery care provided immediately after birth	PPO: Paid as any other Sickness NON-PPO: Paid as any other Sickness LIMIT: up to 48 hours after birth (96 hours for cesarean delivery)
HOSPITAL CONFINEMENT MISCELLANEOUS such as the cost of the operating room, laboratory tests, x-ray examinations including professional fees, anesthesia, physical therapy, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies; dressings; oxygen tent	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
SURGICAL EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ASSISTANT SURGEON	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ANESTHETIST professional services in connection with inpatient surgery	PPO: 80% of actual charges NON-PPO: 60% of actual charges

(continued on page 9)

SCHEDULE OF BENEFITS (continued from page 8)

INPATIENT (continued)	
PRE-ADMISSION TESTING if testing occurs within 7 working days prior to admission	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DOCTOR VISITS does not apply when related to surgery	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day
TREATMENT OF MENTAL DISORDERS AND/OR ALCOHOL AND SUBSTANCE ABUSE for inpatient or intermediate care	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of \$7,000 per Policy Year
OUTPATIENT	
EMERGENCY ROOM EXPENSE for use of Hospital emergency room, operating room, laboratory and x-ray examinations, and supplies	COPAY: \$200 per visit PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C (80% in the case of an Emergency) <i>The emergency room Copayment is waived if the Insured Person is admitted as an inpatient to the hospital or if the Insured Person obtains a referral from a member of the Lewis-Clark State College staff within 72 hours of treatment.</i>
URGENT CARE CENTER	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DAY SURGERY MISCELLANEOUS scheduled surgery performed in a Hospital or outpatient facility, including use of operating room, laboratory tests and x-ray examinations (including professional fees), anesthesia, drugs or medicines (excluding take-home) and supplies, therapeutic services (excluding physical therapy)	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
SURGICAL EXPENSE	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ASSISTANT SURGEON	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ANESTHETIST professional services in connection with outpatient surgery	PPO: 80% of actual charges NON-PPO: 60% of actual charges

(continued on page 10)

SCHEDULE OF BENEFITS (continued from page 9)

OUTPATIENT (continued)	
DOCTOR VISITS does not apply when related to surgery	COPAY: \$10 per visit PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day
PHYSICAL THERAPY includes chiropractic treatment	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of \$50 per treatment; up to a maximum of \$750 per Injury or Sickness
MEDICALLY NECESSARY TREATMENT OF ACNE	COPAY: \$10 per visit PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
ALLERGY TESTING AND TREATMENT	COPAY: \$10 per visit PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
INJECTIONS when administered in a Doctor's office when no other service is received; includes allergy immunotherapy	COPAY: \$10 per visit PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
RADIATION THERAPY AND CHEMOTHERAPY	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
LABORATORY TESTS	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
DIAGNOSTIC SERVICES includes x-rays, CAT scans, PET scans, MRI and nuclear medicine	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
TREATMENT OF MENTAL DISORDERS AND/OR ALCOHOL AND SUBSTANCE ABUSE	COPAY: \$10 per visit PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: limited to one visit per day; up to a maximum of 12 visits per Policy Year
PRESCRIPTION DRUGS <i>Prescriptions are only available through the Express Scripts prescription drug card program.</i>	GENERIC COPAY: \$15 BRAND NAME COPAY: \$25 LIMIT: up to a maximum of \$500 per Policy Year <i>The Copay applies to each 30-day supply.</i> <i>The Deductible is waived for prescription drugs.</i> To locate an Express Scripts pharmacy: www.Express-Scripts.com 1-800-447-9638

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SCHEDULE OF BENEFITS (continued from page 10)

OTHER	
AMBULANCE SERVICES for ground and air	PPO: 80% of Preferred Allowance NON-PPO: 80% of R&C LIMIT: for Emergency only
DURABLE MEDICAL EQUIPMENT/BRACES AND APPLIANCES includes use of wheelchair, braces or crutches	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of \$1,000 per Policy Year
DENTAL TREATMENT for Injury to sound natural or sound restored teeth	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: up to a maximum of \$250 per tooth
DENTAL EXTRACTION for extraction of abscessed teeth or impacted wisdom teeth only	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C
PREGNANCY including complications of pregnancy	PPO: 80% of Preferred Allowance NON-PPO: 60% of R&C LIMIT: paid as any other Sickness

BREAST CANCER SCREENING

Coverage is provided for mammography examinations at the following intervals: 1) one baseline mammogram for any woman who is 35 through 39 years of age; 2) a mammogram every two years for any woman who is 40 through 49 years of age, or more frequently if recommended by the woman's physician; 3) a mammogram every year for any woman who is 50 years of age or older; and 4) a mammogram for any woman desiring a mammogram for medical cause.

BREAST RECONSTRUCTION FOLLOWING MASTECTOMY

Coverage is provided for breast reconstruction following mastectomy, including reconstruction of the breast on which the mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses (e.g. breast implant) and treatment for physical complications of the mastectomy, including lymphedema.

ACCIDENTAL DEATH AND DISMEMBERMENT

When covered Injuries result in loss of life, dismemberment or loss of sight, which occurs within 365 days of a covered Accident, the plan will pay:

Loss of	Amount
Life.....	\$ 3,500
Both hands or both feet	\$ 3,500
Sight of both eyes.....	\$ 3,500
Sight of one eye and one hand or one foot	\$ 3,500
Sight of one eye.....	\$ 1,750
One hand or one foot.....	\$ 1,750
Thumb and index finger of one hand.....	\$ 875

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight must be entire and irrecoverable. Loss of thumb and index finger means loss by severance at or above the metacarpophalangeal joints, which are the joints between the fingers and the hand. Any benefit payable under this part will be in addition to any benefit otherwise payable under this Policy

Only the largest benefit will be paid if more than one loss results from any one Accident.

GENERAL EXCLUSIONS

No benefits will be paid for loss or expense caused by, contributed to, or resulting from, or treatment, services, or supplies for, at, or related to:

1. Eyeglasses, contact lenses including but not limited to routine eye refractions, eye exams, radial keratotomy or similar surgical procedures to correct vision, except in the case of Injury;
2. Cosmetic surgery, plastic surgery, resulting complications, consequences and after effects or other services and supplies that the Company determines to be furnished primarily to improve appearance rather than a physical function or control of organic disease, except as provided herein or for treatment of an Injury that is covered under the Policy. Improvements of physical function does not include improvement of self-esteem, personal concept of body image, or relief of social, emotional, or psychological distress. Procedures not covered include, but are not limited to: face lifts, rhinoplasty, sagging eyelids, prominent ears, skin scars, baldness, and correction of breast size, asymmetry or shape by means of reduction, augmentation, or breast implants (except for correction of deformity resulting from mastectomy or lymph node dissection). This exclusion does not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered Dependent child;
3. Treatment, service, or supply which is not Medically Necessary for the diagnosis, care or treatment of the Sickness or Injury involved;
4. Treatments which are considered to be unsafe, Experimental, or Investigational by the American Medical Association (AMA) and resulting complications;
5. Treatment on or to the teeth or gums, except as provided herein;

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GENERAL EXCLUSIONS (continued from page 12)

6. Injury sustained while: a) participating in any intercollegiate sport, contest, or competition; b) traveling to or from such sport, contest, or competition as a participant; or c) while participating in any practice or conditioning program for such sport, contest, or competition; except as specifically provided herein. This exclusion does not apply to Injuries sustained while participating in the intramural program or the Lewis-Clark club sports program or other sports and recreation activities which are not under the auspices of the athletic department;
7. Injury occurring in consequence of riding or otherwise being in any vehicle or device of aerial navigation, except as a fare-paying passenger on a regularly scheduled flight of a commercial airline;
8. Sterilization or sterilization reversal; vasectomy; prescription and non-prescription birth control;
9. Hospital Confinement or any other services or treatment for which the Insured Person is not legally obligated to pay or for which no charge is made;
10. Treatment in a government Hospital, unless there is a legal obligation for the Insured Person to pay for such treatment;
11. Any services of a Doctor, nurse, or health care practitioner who lives with the Insured Person or who is related to the Insured Person by blood or marriage;
12. Services received after the Insured's coverage ends, except as specifically provided under the Extension of Benefits Provision;
13. Services for the treatment of any Injury or Sickness incurred while committing a felony or while taking part in an insurrection or riot or fighting, except in self-defense;
14. Injury or Sickness for which benefits are paid or payable under any workers' compensation or occupation disease law or act, or similar legislation; and
15. War or any act of war, declared or undeclared; or while in the armed forces of any country (not directly administered by Lewis-Clark State College); and
16. Routine physical examinations, health examinations or preschool physical examinations, routine testing, preventive testing or treatment, or screening exams; except as specifically provided herein.

PRE-EXISTING CONDITION LIMITATION

Pre-Existing Conditions are not covered for the first 12 months following the Insured's Effective Date of coverage under the Policy.

This limitation will not apply if, during the period immediately preceding the Insured's Effective Date of coverage under this Policy, the Insured Person was covered under prior Creditable Coverage for 12 consecutive months. Prior Creditable Coverage of less than 12 months will be credited toward satisfying the Pre-Existing Condition limitation. This waiver will apply only if the Insured Person becomes eligible and applies for coverage within 63 days of termination of his or her prior coverage.

Pregnancy, including complications of pregnancy, shall not be considered a Pre-Existing Condition under the Policy. In addition, this limitation will not apply to a newborn Dependent child or a child adopted by the Covered Student or placed with the Covered Student for adoption, if the adoption or placement for adoption occurs while the Covered Student is covered under the Policy.

Creditable Coverage includes:

- Any individual or group Policy, contract or program, that is written or administered by a disability insurance Company, health care service plan, fraternal Benefits society, self-Insured employer plan, or any other entity, and that arranges or provides medical, Hospital, and surgical Coverage not designed to supplement other private or governmental plans. The term includes continuation or conversion Coverage but does not include accident only, credit, Coverage for onsite medical clinics, disability income, Medicare supplement, long-term care insurance, dental, vision, Coverage issued as a supplement to liability insurance, insurance arising out of a workers' compensation or similar law, automobile medical payment insurance, or insurance under which Benefits are payable with or without regard to fault and that is statutorily required to be contained in any liability insurance Policy or equivalent self-insurance.
- The Federal Medicare programs pursuant to Title XVIII of the Social Security Act.
- The Medicaid program pursuant to Title XIX of the Social Security Act.
- Any other publicly sponsored program, provided in this state or elsewhere, of medical, Hospital and surgical care.
- 10 U.S.C.A. Chapter 55 (commencing with Section 1071) (Civilian Health and Medical Program of the Uniformed services (CHAMPUS)).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health Benefits risk pool.
- A health plan offered under 5 U.S.C.A. Chapter 89 (commencing with Section 8901) (Federal Employees Health Benefits Program (FEHBP)).
- A public health plan as defined in federal regulations authorized by Section 2701(c) (1)(I) of the Public Health Service Act, as amended by Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996.
- A health Benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C.A. Sec. 2504(e)).
- Any other Creditable Coverage as defined by subsection (c) of Section 2701 of Title XXVII of the federal Public Health Services Act (42 U.S.C. Sec. 300gg(c)).

COORDINATION OF BENEFITS

If an Insured Person is also covered under one or more other plans, the benefits payable under this Policy will be coordinated with the benefits payable under the other plan(s). Coordination of Benefits means the order in which claims are paid. Coordination permits secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed 100% of the total allowable expenses. For further explanation of Coordination of Benefits, please see the policy on file at the College or contact AmeriBen.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the brochure.

Accident means an event that is sudden, unexpected, and unintended, and over which the Insured Person has no control.

Coinsurance means the percentage of the expense for which the Insured Person is responsible for a covered service.

Coinsurance Maximum Limit means the maximum amount of money an Insured Person pays for Coinsurance amounts in a Policy Year. This amount is shown on the Schedule of Benefits. There are separate Coinsurance Maximum Limit amounts for in-network and out-of-network benefit levels.

Copayment (Copay) means a specified dollar amount an Insured Person must pay for specified charges. The Copayment is separate from and not a part of the Deductible or Coinsurance or Coinsurance Maximum Limit.

Covered Charge means those charges for any treatment, services or supplies: 1) for network providers not in excess of the Preferred Allowance; 2) for non-network providers not in excess of the charges of the Reasonable and Customary Expense therefore; and 3) not in excess of the charges that would have been made in the absence of this insurance; and 4) incurred while this Policy is in force as to the Insured Person, except with respect to any covered expense payable under the Extension of Benefits Provision.

Covered Student means an eligible student of the College who is insured under the Policy.

Deductible means the amount of expenses for covered services and supplies which must be incurred by the Insured Person before specified benefits become payable.

Dependent means a person who is the Covered Student's:

1. Legally married spouse, who is not legally separated from the Covered Student and resides with the Covered Student; or
2. Unmarried child under the age of 25 who receives more than one-half of his or her financial support from the Covered Student.

The term child refers to the Covered Student's unmarried:

1. Natural child;
2. Stepchild or foster child. A stepchild is a Dependent on the date the Covered Student marries the child's parent. A foster child is a Dependent from the moment of placement with the Covered Student as certified by the agency making the placement; or

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DEFINITIONS (continued from page 15)

3. **Adopted child**, including a child placed for adoption with the Covered Student, from the moment of placement as certified by the agency making the placement. Placed for adoption or placement means the assumption and retention by a Covered Student of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. The child's placement with a Covered Student terminates upon the termination of that legal obligation.

Doctor means: 1) a legally qualified physician licensed by the state in which he or she practices; 2) a practitioner of the healing arts performing services within the scope of his or her license as specified by the laws of the state of residence of such practitioner; or 3) a certified nurse midwife while acting within the scope of that certification. The term does not include a person who ordinarily resides in the Insured Person's home or is related to the Insured Person by blood or marriage.

Emergency means Sickness or Injury for which immediate medical treatment is sought at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

1. Placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy; or
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Experimental/Investigational means the service or supply has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication.

Hospital means a facility which provides diagnosis, treatment, and care of persons who need acute inpatient hospital care under the supervision of Doctors. It must be licensed as a general acute care hospital according to state and local laws. Hospital shall also include a psychiatric health facility for the treatment of mental or psychoneurotic disorders. Facilities primarily treating drug addiction or alcoholism that are licensed to provide these services are also included in this definition.

Hospital does not include an institution, or part thereof, which is other than incidentally a nursing home, a convalescent hospital, or a place for rest or the aged.

Hospital Confinement means confinement in a Hospital for at least 18 hours for which a room and board charge is made by reason of Sickness or Injury for which benefits are payable. The readmission for the same or related Sickness or Injury, within a 72 hour period, will be considered a continuation of confinement.

Injury means bodily Injury due to a sudden, unforeseeable, external event which results solely, directly and independently of disease, bodily infirmity or any other causes. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Insured Person means an eligible student or eligible Dependent who has been accepted for coverage and who has paid the required premium.

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DEFINITIONS (continued from page 16)

Involuntary Loss of Coverage means that prior coverage has been involuntarily terminated due to no fault of the Insured, which includes coverage that terminates due to a loss of employment by the student or the student's spouse or parent. This definition does not include coverage that has a predetermined termination date, or expiration of COBRA eligibility, and does not apply to coverage that has been voluntarily terminated.

Lifetime Aggregate Maximum means the amount payable by the Company for incurred Covered Charges for all Injuries or Sicknesses paid under this Policy or under any other Policy issued to the College by this Company.

Medically Necessary means a treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided.

A treatment, drug, device, procedure, supply or service shall not be considered Medically Necessary if it:

1. Is Experimental/Investigational or for research purposes;
2. Is provided solely for educational purposes or the convenience of the patient, the patient's family, Doctor, Hospital or any other provider;
3. Exceeds in scope, duration or intensity the level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
4. Could have been omitted without adversely affecting the patient's condition or the quality of medical care;
5. Involves treatment with or the use of a medical device, drug or substance not formally approved by the U.S. Food and Drug Administration (FDA). If the prescribed drug is recognized as safe and effective for the treatment of a Sickness or Injury by one or more of the Standard Medical Reference Compendia or in the Medical Literature, even if the prescribed drug has not been approved by the FDA for the treatment of that specific Sickness or Injury, coverage will be provided, subject to the exclusions and limitations of the Policy;
6. Involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
7. Can be safely provided to the patient on a more cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

Mental Disorder means nervous, emotional, and mental disease, illness, syndrome or dysfunction classified in the most recent addition of the Diagnostic and Statistical Manual of Mental Disorders (DSM IV) or its successor as a mental disorder on the date medical care or treatment is rendered to an Insured Person.

Pre-Existing Condition means Sickness or Injury for which medical care, treatment, diagnosis or advice was received or recommended within the six (6) consecutive months prior to the Insured's Effective Date of coverage under the Policy.

Preferred Allowance means the amount a network provider has agreed to accept as payment in full for Covered Charges.

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DEFINITIONS (continued from page 17)

Reasonable and Customary Expense (R&C) means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

1. The actual amount charged by the provider;
2. The negotiated rate, if any; or
3. The charge which would have been made by a provider of medical services for a comparable service or supply in the same geographic area, as reasonably determined by the Company.

Geographic area means the first three digits of the zip code in which the service, treatment, procedure, drugs or supplies are provided or a greater area, if necessary, to obtain a representative cross-section of charge for a like treatment, service, procedure, device, drug or supply.

Reasonable charges, fees or expenses as used herein to describe expense, will be considered to mean the percentile of the payment system in effect on the Effective Date of the Policy.

Sickness means illness, disease, pregnancy and complications of pregnancy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same sickness.

CLAIM PROCEDURE

In the event of Injury or Sickness:

1. Students, if at the College, should report at once to Student Health Services. In the case of an Emergency, students should go to St. Joseph Regional Medical Center or the nearest medical facility. Students seeking emergency care, without a referral from SHS, will be subject to the Policy Year Deductible, as well as the \$200 emergency room Copayment if not admitted, before the insurance will begin to pay benefits.
2. Students who are away from the College, and covered dependents, may choose any doctor or hospital, but *there is a lower coinsurance* for most services when provided by Doctors and Hospitals available through the PPO Networks.
3. If you go to a Doctor's office or Hospital, be sure to show your insurance identification card. If you have not received your permanent ID card in the mail, please contact Student Health Services to obtain your Member ID Number. You will use this Member ID Number along with the temporary ID card on the back of this brochure until you have received your permanent ID card from Renaissance Insurance Agency, Inc. Dependents covered under the plan do not receive separate ID cards and may use the insured student's ID card to obtain treatment. If the Doctor or Hospital needs to verify coverage for you or your dependents, they may call AmeriBen at **1-888-955-1561**.

You should carry your insurance ID card with you at all times.

Once treatment is received, SHS and most network (PPO) providers will submit the claim directly to AmeriBen for you. However, if the provider does not file the claim for you, you will be responsible for submitting the claim for reimbursement. In this case, follow these instructions:

1. After you receive treatment, complete the insurance company claim form.
 - a) You may download a claim form from **www.myameriben.com**.
 - b) Answer all the questions and be sure to sign the claim form before submitting it.
2. If you have any other expenses such as medicines, x-rays or laboratory charges, be sure to attach these bills to the claim form.
3. Send your claim form and all other bills or receipts to AmeriBen at the address below. Try to have all itemized bills attached to the same claim form.
 - a) Please do not send bills without completed claim form. Bills cannot be considered unless all the information required on the claim form is submitted.
 - b) A properly completed claim form must be submitted for each Injury or Sickness.

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CLAIM PROCEDURE (continued from page 19)

4. Claim forms and bills should be sent to:

AmeriBen
P.O. Box 6947
Boise, ID 83707-0947

Providers may submit claims electronically:
PAYER ID 75137

5. If you have questions about the status of your claim after it has been submitted, please call AmeriBen at **1-888-955-1561** (Monday–Friday, 7:00 a.m to 6:00 p.m.). You may also log on to **www.myameriben.com** to check on your claim status, view your Explanation of Benefits (EOB), access answers to frequently asked questions or submit inquiries by email directly to the AmeriBen Customer Care Center.

A claim must be submitted within 90 days after an Injury or Sickness has occurred in order for the claim to be paid.

You have the right to request an independent medical review if health care services have been improperly denied, modified, or delayed based on medical necessity.

Always keep a copy of all documents submitted for claims.

TRAVEL ASSISTANCE PROGRAM

The following is a detailed description of covered services included under the Travel Assistance Program provided to students and Dependents who are enrolled in the Student Health Insurance Plan (SHIP). The Travel Assistance Program is provided through Nationwide Life Insurance Company, in association with OnCall International.

All services must be provided by the Travel Assistance Program. Any expenses associated with these services are the insured student's responsibility except as provided herein. No claims for reimbursement will be accepted.

Coverage begins only when a covered participant is 100 miles or more from his or her primary residence or when in a foreign country, except as specified herein.

WORLDWIDE 24-HOUR EMERGENCY TRAVEL ASSISTANCE

If you are traveling and have an emergency, please contact the call center, OnCall International, available 24 hours a day, seven days a week:

Call from the United States or Canada: **1-866-525-1957**

Call collect from anywhere else in the world: **1-603-898-9159**

Email: **mail@oncallinternational.com**

EMERGENCY TRANSPORTATION SERVICES

Emergency Evacuation: If you suffer an Injury or Sickness and adequate medical facilities are not available locally in the opinion of the Travel Assistance Program's Medical Director, the Travel Assistance Program will provide emergency evacuation (under medical supervision, if necessary) by whatever means necessary to the nearest facility capable of providing adequate care. Services included arranging and paying for transportation and related medical services (including cost of medical escort, if necessary) and medical supplies necessarily incurred in connection with the emergency evacuation.

Medically Necessary Repatriation: After initial treatment and stabilization for an Injury or Sickness, if the attending Physician and the Travel Assistance Program's Medical Director deem it medically necessary, the Travel Assistance Program will transport you back to your permanent place of residence for further medical treatment or to recover. Services include arranging and paying for transportation and related medical services (including cost of medical escort, if necessary) and medical supplies necessarily incurred in connection with the repatriation.

Repatriation of Remains: In the event of your death, the Travel Assistance Program will render assistance and provide for the return of mortal remains. Services include arranging and paying for the following: location of a sending funeral home; transportation of the body from the site of death to the sending funeral home to the airport; minimally necessary casket or air tray for transport; coordination of consular services (in the case of death overseas); procuring death certificates; and transport of the remains from the airport to the receiving funeral home. Other services that might be performed in conjunction with those listed above include: making travel arrangements for any traveling companions; identification and/or notification of next-of-kin. Repatriation of Remains services are subject to a maximum coverage limit of \$25,000.

Visit by Family Member or Friend: If you are hospitalized for more than seven (7) days and are traveling alone, the Travel Assistance Program will arrange and provide your family member or friend with transportation to visit you. Visit by Family Member or Friend services are subject to a maximum coverage limit of \$5,000, to include one (1) round trip economy ticket, meals and reasonable accommodations up to a maximum of 10 days.

(continued on page 22)

TRAVEL ASSISTANCE (continued from page 21)

Return of Dependent Children: If you are hospitalized for more than seven (7) days, the Travel Assistance Program will arrange and pay for the return of your minor children who are under 19 years of age, and if necessary, accompany him or her with an attendant, up to a maximum coverage limit of \$5,000 per event.

Return of Traveling Companion: If your traveling companion loses previously made travel arrangements due to your medical emergency, the Travel Assistance Program will arrange and pay for your traveling companion's return home by the most direct and economical route, up to a maximum coverage limit of \$5,000 per event.

Assistance Services	Maximum Limit
Emergency Evacuation.....	Unlimited
Medically Necessary Repatriation	Unlimited
Repatriation of Remains	\$ 25,000
Visit by family member or friend	\$ 5,000
Return of Dependent Children.....	\$ 5,000
Return of Traveling Companion.....	\$ 5,000

MEDICAL ASSISTANCE SERVICES

Medical Referrals: The Travel Assistance Program will assist you in finding physicians, dentists, and medical facilities.

Medical Monitoring: During the course of a medical emergency, the Travel Assistance Program's professional case managers, including physicians and nurses, will make sure the appropriate level of care is maintained or determine if further intervention, medical transportation, or possibly repatriation (return to U.S.) is needed. The Travel Assistance Program will provide case notification, both foreign and domestic, between the patient, family, physician, employer, travel company, and consulate as needed. The Travel Assistance Program will continue to provide all necessary international claim coordination, to include hospital bill translation and interpretation, as needed.

Emergency Medical Payments: When it is necessary for you to obtain needed medical services, upon request, the Travel Assistance Program will advance in local currency, up to \$10,000 to cover on-site medical expenses. The advance of funds will be made to the medical provider after the Travel Assistance Program has secured funds from you or your family.

Replacement of Medication and Eyeglasses: The Travel Assistance Program will arrange to fill a prescription that has been lost, stolen, or requires a refill, subject to local law, whenever possible. The Travel Assistance Program will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility.

Hotel Convalescence Arrangements: The Travel Assistance Program can assist you with hotel arrangements if you or your companion needs to convalesce in a hotel prior to or following medical treatment.

Medical Insurance Assistance: The Travel Assistance Program can assist you by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical benefits coverage, guaranteeing medical payments, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow.

Prescription Drug Assistance: When permitted by law and approved by the patient's physicians, the Travel Assistance Program will assist you in obtaining prescription drugs and other necessary personal medical items that may have been forgotten, lost or depleted while traveling.

(continued on page 23)

TRAVEL ASSISTANCE (continued from page 22)**LEGAL ASSISTANCE**

Locating Legal Services: The Travel Assistance Program can assist in contacting a local attorney or the appropriate consular officer if you are arrested or detained, involved in an automobile accident, or otherwise need legal help. The Travel Assistance Program will maintain communications with you, your family, and employer until legal counsel has been retained by you.

Bail Bond Services: The Travel Assistance Program can assist in securing bail bond services in all available locations.

BAGGAGE ASSISTANCE

The Travel Assistance Program can assist you if your baggage is lost, stolen, or delayed while traveling on a common carrier. The Travel Assistance Program will advise you of the proper reporting procedures and will help you maintain contact with the appropriate companies or authorities to help resolve the problem.

EMERGENCY PAYMENT ASSISTANCE

The Travel Assistance Program can assist you in obtaining an advance of funds for medical expenses or other travel emergencies by coordinating directly with your family, or your credit card company, bank, employer, plan sponsor or other sources of credit.

PRE-TRIP ASSISTANCE

Pre-trip assistance is available at any time and is not subject to the 100-mile travel requirement.

Passport and Visa Information: The Travel Assistance Program can advise you of the required documentation to enter and depart foreign destinations.

Health Hazards Advisory: The Travel Assistance Program can provide you with up to date travel advisories.

Inoculation Requirements: Medical entry requirements can be provided to you prior to your departure.

Weather Information: The Travel Assistance Program maintains current information regarding weather conditions for both domestic and international travel destination. This information will be provided to you through the Travel Assistance Program Call Center.

Currency Exchange Information: The Travel Assistance Program can provide you with the daily currency exchange rate for a specified country.

Consulate and Embassy Locations: The Travel Assistance Program maintains a complete listing of consulates and embassies. These locations are accessible to you by calling the Travel Assistance Program Call Center.

Translation and Interpreter Services: Professional translators and interpreters can be reached 24-hours a day to obtain translation or interpreter assistance services during emergency situations while traveling internationally.

Travel Locator Service: You can contact the Travel Assistance Program Call Center 24 hours a day, seven (7) days a week, for assistance in locating hotels, airports, sports facilities, campgrounds, and tourist attractions.

EMERGENCY MESSAGE ASSISTANCE

The Travel Assistance Program can record emergency messages from you or emergency messages for you for 24-hour periods. These messages may be retrieved at anytime by you, your family, or business associates.

EMERGENCY CASH ASSISTANCE

The Travel Assistance Program can assist you with emergency cash up to \$500. Arrangements will be made through a friend, family member, business, or your credit card in the event of an emergency. All fees associated with the transfer or deliveries of funds are your responsibility.

(continued on page 24)

TRAVEL ASSISTANCE (continued from page 23)**EMERGENCY TICKET REPLACEMENT**

The Travel Assistance Program can assist you in replacing lost or stolen airline tickets.

EMERGENCY CARD REPLACEMENT

The Travel Assistance Program can assist you with emergency card replacement if you should experience a loss, theft, or damage to your credit card or membership card.

EXCLUSIONS AND LIMITATIONS

1. The Travel Assistance Program shall not provide services enumerated if the coverage is sought as a result of: a) involvement in any act of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, and insurrection, military or usurped power; b) traveling against the advice of a Physician; traveling for the purpose of obtaining medical treatment; c) traveling in any country in which the U.S. State Department issued travel restrictions; d) the commission of or attempt to commit an unlawful act; e) mental or emotional disorders, unless hospitalized; f) participation as a professional in athletics; g) services provided for you for which no charge is normally made; or h) travel within 100 miles of your primary residence, unless in a foreign country.
2. The services described above currently are available in every country of the world. Due to political and other situations in certain areas of the world, the Travel Assistance Program may not be able to respond in the usual manner. It is your responsibility to inquire whether a country is "open" for assistance prior to your departure and during your stay. The Travel Assistance Program also reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strikes, nuclear accidents, acts of God or refusal of authorities to permit the Travel Assistance Program to fully provide services.
3. If you request a transport related to a condition that has not been deemed medically necessary by a physician designated by the Travel Assistance Program in consultation with a local attending physician or to any condition excluded hereunder, and you agree to be financially responsible for all expenses related to that transport, the Travel Assistance Program will arrange but not pay for such transport to a medical facility or to your residence and will make such arrangements using the same degree of care and completeness as if the Travel Assistance Program was providing service under this agreement. A waiver of liability will be required prior to arranging these transportation services.
4. The Travel Assistance Program shall not be responsible for any claim, damage, loss, costs, liability or expense which arises in whole or in part as a result of the Travel Assistance Program's inability to verify the participant's eligibility.

All transportation benefits provided hereunder must be by the most direct and economical route possible.

For the purposes of this Description of Covered Services, the following definitions shall apply: 1) "Injury" means identifiable injury caused by an Accident; 2) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place; 3) "Sickness" means a sickness of the participant declares itself during the period when services are available under this Agreement.

The Travel Assistance Program is not responsible and cannot be held liable for any malpractice performed by a local physician or attorney who is not an employee of the Travel Assistance Program, or for any loss or damage to your vehicle during the return of vehicle, or for any loss or damage to any personal belongings.

CERTIFICATION OF QUALIFYING HEALTH PLAN COVERAGE

If an Insured Person is no longer eligible to be insured under the plan, the Insured Person should request a Certification of Qualifying Health Plan Coverage from Renaissance Insurance Agency, Inc. This request can be made by phone or in writing. This request must include the name of the school and the name of each person who is no longer eligible to be insured under the plan.

AUTHORIZED REPRESENTATION

In accordance with state and federal rules and regulations, we will not disclose individual information without authorization. This includes disclosures to family members for insured individuals who have reached the age of majority.

If the Insured Person would like to authorize an additional party to act as a personal representative for matters pertaining to this insurance plan, we must have an Authorization Form on file. To request a form, please contact Renaissance Insurance Agency, Inc. at the address below or complete a form via the internet at: www.renstudent.com.

SUMMARY OF PRIVACY POLICY

We strongly believe in maintaining the confidentiality of the personal information we obtain and/or receive about Insured Persons and we are committed to protecting the privacy of Insured Persons. We do not disclose any nonpublic information about Insured Persons to anyone, except as permitted or required by law. We do not sell or otherwise disclose Insured Person's personal information to anyone for purposes unrelated to our products and services. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to protect information about Insured Persons from unauthorized disclosure. We may disclose any information we believe necessary to conduct our business as is legally required. Insured Persons have the right to access, review and correct all personal information collected. Insured Persons may review this Privacy Policy in its entirety, or the Privacy Policies of other entities servicing the Policy, by writing to the address or visiting the website shown below. Insured Persons may also submit a request, in writing, to review your information at the address below.

Renaissance Insurance Agency, Inc.
Attention Privacy Manager
P.O. Box 2300
Santa Monica, CA 90407-2300
Phone: 1-800-537-1777
Facsimile: 1-310-394-0142
Website: www.renstudent.com

NATIONWIDE LIFE HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The terms of this Notice of Privacy Practices apply to Nationwide Life Insurance Company®, National Casualty Company, and the area within Nationwide Mutual Insurance Company® that performs healthcare functions. In this Notice, "Nationwide Life" or "We" means the healthcare functions of Nationwide Life Insurance Company, which is a hybrid covered entity (the healthcare functions of National Casualty Company, and Nationwide Mutual Insurance Company, a business associate). As permitted by law, Nationwide Life will share protected health information (PHI) of members as necessary to carry out treatment, payment, and healthcare operations.

We are required by HIPAA and certain state laws to maintain the privacy of our members' PHI and to provide members with notice of our legal duties and privacy practices with respect to their PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. Copies of the revised notices will be mailed to all current plan members or insureds.

Protected health information (PHI) that is the subject of this Notice is information that is created or received by Nationwide; and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. It includes information of persons living or deceased.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Your Authorization. Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing, unless we have taken any action in reliance on the authorization.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make. We may release your PHI to your plan sponsor, provided your plan sponsor certifies that the information provided will be maintained in a confidential manner and not used in any other manner not permitted by law.

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HIPAA NOTICE (continued from page 26)

OTHER PRIVACY LAWS AND REGULATIONS

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact.

RIGHTS THAT YOU HAVE

Access to Your Protected Health Information. You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact.

Amendments to Your Protected Health Information. You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested Amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact.

Accounting for Disclosures of Your Protected Health Information. You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact.

Restrictions on Use and Disclosure of Your Protected Health Information. You have the right to request restrictions on some of our uses and disclosures of your PHI. We are not required to agree to your restriction request. A request form can be obtained by writing your designated contact.

Disclosures for Treatment, Payment and Health Care Operations. We will make disclosures of your PHI as necessary for your treatment, payment, and/or health care operations. For instance, for your Treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For Payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For Health Care Operations, we will use and disclose your PHI as necessary, and as permitted by law, for our health care operations, which include responding to customer inquiries regarding benefits and claims.

Family and Friends Involved In Your Care. With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care.

If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

(continued on page 28)

HIPAA NOTICE (continued from page 27)

Business Associates. Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide some of your PHI to one or more of these outside persons or organizations. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

Other Health-Related Products or Services. We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

Information Received Pre-enrollment. We may request and receive from you and your health care providers PHI either prior to your enrollment in the health plan or the issuance of your policy. We will use this information to determine whether you are eligible to enroll in the health plan and to determine your rates. We will protect the confidentiality of that information in the same manner as all other PHI we maintain and, if you do not enroll in the health plan we will not use or disclose the information about you we obtained without your authorization.

Communications With You. You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact.

Complaints. If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

CONTACT INFORMATION

If you have any questions about this statement, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling [1-888-955-1561](tel:1-888-955-1561), or mail your request to:

Karen Maciejewski
Privacy Officer
AmeriBen
3449 East Copper Point Drive
Meridian, ID 83642

As a member, you retain the right to obtain a paper copy of this Notice of Privacy Practices, even if you have requested such copy by e-mail or other electronic means.

EFFECTIVE DATE

This Nationwide Life HIPAA Notice of Privacy Practices is effective April 14, 2003.

SUBMIT CLAIMS ELECTRONICALLY: PAYER ID 75137

SUBMIT CLAIMS BY MAIL TO:

AmeriBen
P.O. Box 6947
Boise, ID 83707-0947
Toll-Free 1-888-955-1561
www.myameriben.com

NOTE: Benefits are subject to payment of appropriate premium and verification of eligibility.

EXPRESS SCRIPTS
Rx Group: RQSR
Rx Bin: 003858
Rx PCN: A4

On Call International (for travel assistance):
Toll-free from US or Canada: 1-866-525-1957
Or call collect, worldwide: 1-603-898-9159
www.oncallinternational.com

IMPORTANT INFORMATION

This brochure describes your benefits under the plan of insurance sponsored by your school. It is not a contract of insurance. Your coverage is governed by a policy of blanket injury and sickness insurance underwritten by Nationwide Life Insurance Company. As evidence of your coverage, a policy of insurance (Policy Number 302-081-1108) has been issued to your school which contains the benefits and provisions which apply to the plan of insurance sponsored by your school. Any discrepancy between this brochure and the policy will be governed by the policy. Please keep this brochure for future reference.

B/NSHSAS 2000 ID LCSC

Insurance Company:
Nationwide Life Insurance Company

Policy Number:
302-081-1108

For questions regarding benefits or claims:

AmeriBen
P.O. Box 6947
Boise, ID 83707-0947
Toll-Free 1-888-955-1561
www.myameriben.com

For questions regarding eligibility or enrollment:

Renaissance Insurance Agency, Inc.
P.O. Box 2300
Santa Monica, CA 90407-2300
1-800-537-1777

For travel assistance services 24/7, contact:

On Call International
From US or Canada: 1-866-525-1957
Collect from anywhere else in the world: 1-603-898-9159
Email: mail@oncallinternational.com

**To download additional plan materials or an FAQ,
or to enroll Dependents in the plan, please visit:**
www.renstudent.com/lcsc

TEMPORARY ID CARD—PLEASE DETACH AND RETAIN

**LEWIS-CLARK STATE COLLEGE
2010–2011 STUDENT HEALTH INSURANCE PLAN**

Insured Person

Member ID#

Underwritten by
NATIONWIDE LIFE INSURANCE COMPANY
Policy Number: 302-081-1108

There is a \$10 copay for office visits.

*Both the effective and termination dates of coverage
are subject to verification by the Company.*

PPO in ID: Idaho Physician's Network
www.ipnmd.com or 1-866-476-1076

PPO outside of ID: First Health Network
www.myfirsthealth.com or 1-800-225-5116



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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

American Recovery and Reinvestment Act State Fiscal Stabilization Fund
Education Reform Assurances

BACKGROUND/DISCUSSION

The objective of the State Fiscal Stabilization Fund (SFSF) was to provide approximately \$48.6 billion to governors to help save jobs and drive education reform. The U.S. Department of Education awards SFSF in two phases. In Phase I, states submitted applications for approximately \$36 billion. In Phase II, states apply for the remaining roughly \$12.6 billion.

In Phase I applications, State governors were required to assure that their states would take action and make progress in four areas of education reform. Those four areas were:

- Adopting internationally benchmarked standards and assessments that prepare students for success in college and the workplace;
- Recruiting, developing and retaining effective teachers and principals;
- Building data systems that measure student success and inform teachers and principals how they can improve their practices; and
- Turning around our lowest-performing schools.

In Phase II applications, Governors are required to provide data in each of the four areas of reform. Additionally, the Phase II applications required further commitment to meet the 12 Data System Elements required in the America COMPETES Act (see attachment). The data required in the Phase II application is to be made available to educators and the public. While states were not required to make progress on the indicators in order to receive the Phase II funds, they were required to ensure that the information on a states' status to meeting the four assurances was made available. If a state could not provide the data, it was required to submit a plan for ensuring this information would be publicly reported as soon as possible, but no later than September 30, 2011.

In Idaho's Phase II application the state indicated that Idaho would meet several of the 12 Data System Elements through the Statewide Longitudinal Data Systems (SLDS) grant for which the Board submitted application in November 2009. The U.S. Department of Education indicated that those responses were not sufficient and they wanted a contingency plan for meeting these requirements with state funding in case new SLDS funds were not received. As a condition of meeting the 12 Data System Elements, Idaho must have, at a minimum, a P-16 statewide longitudinal data system in place by September 30, 2011.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IMPACT

If Idaho does not receive the SLDS grant, there is the potential for significant fiscal impact to public schools and higher education. It is estimated that \$3.1 million would be needed to achieve the postsecondary elements of the assurances. In the current economic climate, this level of funding could likely only be found by reallocating appropriations, to the detriment of educational programming at all levels.

ATTACHMENTS

Attachment 1 – Summary of America COMPETES Act

Page 3

BOARD ACTION

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

America COMPETES Act

Required Data System Capabilities

1. Student progress and outcomes over time including preparation for postsecondary, workforce, and Armed Forces
2. Exchange of data among agencies and institutions within and across states
3. Link student data with teachers
4. Teacher certification and preparation information
5. Support continuous improvement and decision making including timely information to parents, teachers, and school leaders on student achievement
6. Data quality and integrity
7. Meet Federal reporting requirements

Required Data System Elements

1. Unique Student ID, not personally identifiable
2. Student-level enrollment, demographic, and program participation
3. Student-level information about points at which students exit, transfer, drop out, graduate P-16
4. Capacity to communicate with higher education systems
5. Data audit system, quality, validity, reliability
6. Yearly test records per ESEA
7. Information on students not tested, by grade, by subject
8. Teacher ID with ability to match teacher to student
9. Student-level transcripts, courses completed and grades
10. Student-level college readiness test scores
11. Student information regarding transition from secondary to postsecondary and remedial coursework in college.
12. Other information necessary to address alignment and preparation for success in postsecondary education.

Assurances Required to Accept State Fiscal Stabilization Funds

Assurances	Idaho–LEADS uses to address SFSF Assurances
Take actions to improve teacher effectiveness and distribution	Proposed Learning Management System will support provisioning of results-oriented curriculum, formative assessments, scope, sequence, and pacing guides to assist struggling teachers. Linkage of student results to teachers will support analysis of teacher effectiveness. Linkage of teachers to student assessments will assist in the analysis of teacher preparation programs. Linkage of teachers to student outcomes can be used to ensure equitable distribution of effective teachers and continuous improvement of instructional practices. Initiation of professional learning communities for teachers to share best practices.
Establish an SLDS	Idaho–LEADS will be a P-20 and workforce SLDS.
Enhance the quality of academic assessments	Idaho–LEADS will allow for multiple data points to examine correlation of current academic assessments to postsecondary attendance and postsecondary performance (including remedial course work), creating feedback loops and opportunity for continuous improvement, or adoption of other, more highly correlated assessments. Introduction of juried item bank formative assessments into classroom will allow for prediction of student success and modification of ESEA assessments to more accurately reflect student learning, or adjustment of curriculum for improved alignment with standards.
Comply with IDEA	Idaho–LEADS will allow the State to monitor progress of children with disabilities over time, create an “early warning system” utilizing formative assessments, and share formative information with parents and other stakeholders.
Take steps to improve academic standards	Proposed Learning Management System allows for the online management of academic standards and comparison of curriculum to assessment results to standards proficiency. It will also support correlation of curriculum, formative assessments, and academic standards for the continuous improvement of academic standards. Introduction of feedback loops between postsecondary and secondary institutions will support analysis of standards against success in postsecondary environment.
Support struggling schools	Idaho–LEADS will be used to identify schools in need or potentially in need for targeted assistance by trending formative as well as summative assessment data to measure and predict school performance. It also supports the sharing of best practices by identifying high-performing schools, capturing their instructional practices and communicating those practices to struggling schools. It also creates tools for parent involvement, a key component of turning around struggling schools.

IDAHO STATE UNIVERSITY

SUBJECT

Implementation of Proposed Academic Administrative Cost Reductions

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.4.b.1.

BACKGROUND/DISCUSSION

Idaho State University (ISU) has not positioned itself to be efficient in terms of allocation of resources because its colleges are so small.

Three main task forces were commissioned to address this issue. The three key objectives of these task forces were to:

1. Increase efficiency and streamline operations;
2. Enable ISU to emerge academically stronger;
3. Realize a financial savings.

The Task Force Chairs appointed a balanced mix of faculty members, including current or former department chairs, and current or former members of the Faculty Senate. A fourth task force examined overlapping issues. The 36 faculty on the 4 committees held 57 meetings, including 8 open forums. They worked from November, 2009 to February, 2010, working a total of 3,011 faculty hours, and submitted reports in February, 2010. The Provost then held a joint meeting, including the Faculty Senate Executive Committee, the Council of Deans, President of the Student Body, Chair of Staff Council, President's Faculty Advisory Council, and the Provost's Faculty Advisory Board to discuss the proposal. This was followed by a University-wide public forum held by the Provost. A video of the open forum was made available on a dedicated website, along with the Task Force reports, the proposed plan, and other documents. An email address was created to receive faculty and staff input, which was included in an overall continuing evaluation process to further refine the plan. At the same time, detailed analysis continued to evaluate the financial impact of the plan. The Provost then submitted the final plan to the President for approval.

The plan merges the Colleges of Pharmacy and Health Professions, creating a new Division of Health Sciences. It also merges the College of Engineering with the science departments of the current College of Arts and Sciences, to form a new College of Science and Engineering. The remaining departments in the existing College of Arts and Sciences are restructured into a College of Arts and Letters.

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The new structure will also facilitate more and better strategic planning and improved operational management. The new units will operate as performance centers, receiving a “balanced scorecard” of performance objectives at the beginning of a fiscal year, and then evaluated periodically on their performance against those objectives through the year. At the end of the year, resources can be reallocated among colleges, based on relative performance.

IMPACT

The new organizational structure will not impact college degrees and scheduling, but does provide lower administrative costs and more self-governance for the faculty. Among many other advantages it will provide to the faculty, it will reduce the range of faculty departmental commitments, create flexibility to implement a true variable course load, and provide research-productive faculty the time to do their work.

Nationally, a number of other universities have reorganized to achieve similar advantages.

Significant annual administrative cost reduction savings of about \$900,000 will be achieved from implementing this new structure. These potential savings are being included in ISU’s proposed FY2011 budget and were factored in when formulating its tuition and fees request.

In addition, these organizational changes will allow the University to better meet the needs of our students by streamlining curricular planning and delivery.

ATTACHMENTS

Attachment 1 - Moving Forward with Strength

Page 5

STAFF COMMENTS

This request involves both academic affairs and business affairs issues. The plan contemplates the consolidation of existing instructional programs by merging or restructuring colleges. Since the financial impact exceeds \$250,000, Policy requires Board approval prior to implementation. While this proposed reorganization was not forwarded to CAAP for its review and recommendation, the institution has kept Board members and Board staff apprised of the process and status.

The institution built a proposed FY 2011 budget which was predicated in part on a 9.9% increase in tuition and fees and the savings this plan is estimated to generate. Since the Board approved a tuition and fee request almost a full percentage point less than requested, savings from this plan become all the more important to help plug the hole in the institution’s budget.

Staff finds that based on representations made by the institution, the proposed plan is a positive response to the State’s financial circumstances whereby the

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APRIL 22, 2010

institution would implement specific cost containment and efficiency measures. These measures would enable the institution to focus and preserve its core instructional mission in a time of diminishing state funding. Staff recommends approval.

BOARD ACTION

A motion to waive Board Policy III.G.5.a., Board Approval Procedures, and to approve the request by Idaho State University to proceed with implementation of the proposed Administrative Cost Reductions to be fully effective Fall Semester, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Moving Forward with Strength:
Idaho State University
Proposed Campus Reorganization



Office of Academic Affairs
April 5, 2010

Executive Summary of Reorganization

The proposed reorganization for Idaho State University has as its primary goal to increase efficiency and streamline operations and to enable Idaho State University to emerge from a period of fiscally challenging times academically *stronger*, not weaker, than it had begun; and if possible, to realize a financial savings that could be applied to the state's substantial and ongoing budget cuts of higher education. In the final plan, the university will reorganize from 7 colleges to 5 colleges and a Division for Health Sciences. The five colleges include: College of Science and Engineering, College of Arts and Letters, College of Education, College of Business, and College of Technology. The Division of Health Sciences will raise the visibility of the health sciences mission at Idaho State. It will be comprised of reorganized units formerly part of the College of Pharmacy and Kasiska College of Health Professions. The new College of Arts and Letters will contain the departments from the Fine Arts and Humanities, and the Behavioral and Social Sciences, formerly of the College of Arts and Sciences. The new College of Science and Engineering will be comprised of science departments, formerly from the College of Arts and Sciences, and the department of Engineering, formerly the College of Engineering.

Each college will be headed by a dean, or executive dean in the case of the Division of Health Sciences, who is the chief academic and research officer. In the new structure, the dean governs in conjunction with an executive committee. The dean's leadership team will consist of department chairs and associate deans, where appropriate. The executive committee will serve as the main faculty governance body at the college level, underscoring the importance of shared governance at all levels throughout the entire university.

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INTRODUCTION

On November 4, 2009, President Arthur Vailas announced at a public forum of all university personnel that he would direct the Provost to form at least three task forces to consider potential consolidation of academic units within Academic Affairs. The task forces were to examine possible reorganizations of three clusters of units: 1) the College of Pharmacy and the Kasiska College of Health Professions; 2) the College of Engineering and the disciplines in the sciences; and 3) the College of Education and the College of Arts and Sciences absent the disciplines in the sciences.

The objective of this exercise was threefold: to reorganize units in such a way as to increase efficiency and streamline operations; to enable Idaho State University to emerge from a period of fiscally challenging times academically *stronger*, not weaker, than it had begun; and, if possible, to realize a financial savings that could be applied to the state's substantial and ongoing budget cuts of higher education.

The President announced that the groups were to answer a series of eleven questions about any proposed reorganization plan:

- Does reorganization have the potential to facilitate research and instructional collaborations?
- Does reorganization have the potential to enhance faculty's role in shared governance at the College and program levels?
- Does reorganization have the potential to reduce demands on faculty time for committee and other service responsibilities?
- Does reorganization have the potential to help distribute workload across disciplines, providing more opportunities for reduced workloads for research and other commitments?
- Does reorganization have the potential to enable streamlining of programming by reducing redundant course offerings?
- Does reorganization have the potential to address understaffing in smaller departments?
- Does reorganization have the potential to enhance patient care in the health professions (due to centralization of clinics)?

- Does reorganization have the potential to increase flow of communication between faculty and central administration by reducing cumbersome administrative layers?
- Does reorganization have the potential to broaden use of available resources across larger units?
- Does reorganization have the potential to facilitate long-term strategic growth?
- Does the reorganization have the potential to save faculty lines, facilitate maintenance of faculty salaries and positions, and facilitate growth of faculty salaries?

The President requested that the Provost submit a report outlining a reorganization plan if such a plan were deemed feasible and desirable.

THE TASK FORCES

Provost Gary Olson appointed chairs of three task forces, and later a fourth, and charged the chairs with selecting committees of no more than a dozen faculty from the affected areas who would engage in an open and transparent process of assessing potential consolidations. Each group was to hold at least one open forum to solicit input from faculty and staff. Each task force was to appoint liaisons to the other task forces so as to facilitate inter-committee communication. The task forces were to have broad latitude in how they conducted their business and in what they examined and why.

Each of the chairs attempted to appoint a balanced range of faculty members to the committee, including current or former department chairs and Faculty Senate members.

The following are the members of the three original task forces:

Task Force on Pharmacy and Health Professions

Linda Hatzenbuehler, chair
Carol Ashton, School of Nursing
Paul Cady, College of Pharmacy
Tracy Farnsworth, Health Care Administration
Steve Feit, Counseling
Kathleen Hodges, Dental Hygiene
Jim Lai, Biomedical and Pharmaceutical Sciences
Galen Louis, Public Health (Meridian)
Catherine Oliphant, Pharmacy Practice and Administration (Meridian)
Chris Owens, Pharmaceutical Practice and Administrative Sciences
Neill Piland, Institute of Rural Health
Tony Seikel, Communication Sciences & Disorders and Education of Deaf (CSED)
Timothy Hunt, Biomedical and Pharmaceutical Sciences

Task Force on Science and Engineering

Pamela Crowell, Research, co-chair
Steve Adkison, Academic Affairs, co-chair
Daniel Ames, Geosciences
Richard Brey, Physics
Dring Crowell, Biological Sciences
Arya Ebrahimpour, Civil Engineering
Nancy Glenn, Geosciences
Robert Holman, Chemistry
Alan Hunt, Physics
George Imel, Nuclear Engineering
Hossein Mousavinezhad, Electrical Engineering
Tracy Payne, Math
Kenneth Rodnick, Biological Sciences

Task Force on Arts, Humanities, Social Sciences, and Education

Kandi Turley-Ames, chair
David Adler, Political Science
Karen Appleby, Sport Science and Physical Education
Sherri Dienstfrey, Theater and Dance
Thom Hasenpflug, Music
Susan Jenkins, Educational Foundations
Nancy Legge, Communication and Rhetorical Studies
Herb Maschner, Anthropology
Jack Newsome, Educational Foundations
Thomas Terry, Mass Communications
Curtis Whitaker, English and Philosophy
Laura Woodworth-Ney, History
Maria Wong, Psychology

On January 7, 2010, Provost Olson constituted a fourth task force to consider any reorganization issues that do not fall within the immediate purview of the three ongoing task forces. For example, a group of faculty had recently circulated a letter recommending a number of cost-saving actions, such as the possibility of shifting oversight of graduate education from the Graduate School to Academic Affairs and control over graduate curriculum back to the individual colleges. This task force was given complete freedom to consider whatever topics they chose. It was chaired by Barbara Adamcik and included the chairs of the three other task forces, the chair of Faculty Senate, and a number of unit heads:

Cross Area Concerns Task Force

Barbara Adamcik, chair
Pamela Crowell, task force chair
Steve Adkison, task force chair
Linda Hatzenbuehler, task force chair

Kandi Turley-Ames, task force chair
Alan Frantz, faculty senate
Kay Flowers, library
Tom Jackson, graduate school
Ken Smith, business
Paul Cady, pharmacy
Lyle Castle, Idaho Falls campus

The task forces were asked to submit final reports to the Provost by Friday, February 5. Combined, the task forces held 57 meetings, 8 of which were public forums. Staff as well as faculty were invited to all public forums, and several provided feedback directly to the task forces.

FACULTY TIME INVESTMENT

The task forces took their charge seriously: together the 36 faculty on the four committees spent an impressive 3,011.28 hours of faculty time on reorganization-related meetings. The following is an accounting of faculty time by task force.

Pharmacy and Health Professions

The Task Force on Pharmacy and the Health Professions held 24 meetings: 11 official meetings (4 in November, 2 in December, 5 in January); 4 public forums (3 in December, 1 in January), and 9 subcommittee and constituency meetings (2 in November, 3 in December, 4 in January) for a total of 966 faculty hours. Below is an accounting of those hours:

- 2 hrs average per meeting = 48 hrs per person
- 48 hrs x 12 members = 576 hrs
- 45 hrs x 1 task force chair = 45 hrs

TOTAL HRS IN MEETINGS: 621

- 25 hrs per person outside of meetings for research and discussions
- 25 hrs x 13 members (includes chair) = 325 total hrs of research
- 8 meetings of other task forces attended by liaison
- 8 meetings x 2.5 hours = 20 hrs meetings in other task forces

TOTAL FACULTY HRS: 966

Science and Engineering

The task force on Science and Engineering held 9 meetings: 7 official meetings (2 in November, 3 in December, 2 in January) and 2 public forums (2 in January) for a total of 571.5 faculty hours. Below is an accounting of those hours:

- 1.75 hrs average per meeting = 15.75 hours per person
- 15.75 hrs x 10 members = 157.5 hrs
- 45 hrs x 2 task force co-chairs = 90 hrs

TOTAL FACULTY HRS IN MEETINGS: 247.5

- 25 hrs per person outside of meetings for research and discussions
- 25 hrs x 12 members (includes co-chairs) = 300 total hrs of research
- 12 meetings of other task forces attended by liaison
- 12 meetings x 2 hours = 24 hours meetings in other task forces

TOTAL FACULTY HRS: 571.5

Arts, Humanities, Social Sciences, and Education

The Arts, Humanities, Social Sciences, and Education Task Force held 18 meetings: 16 official meetings (3 in November, 6 in December, 5 in January, 2 in February) and 2 open forums (2 in January) for a total of 918 faculty hours. Below is an accounting of those hours:

- 2.5 hrs average per meeting = 45 hrs per person
- 45 x 12 members = 540 hrs
- 47 x 1 task force chair = 47 hrs

TOTAL FACULTY HRS IN MEETINGS: 587

- 25 hours per person outside of meetings for research and discussions
- 25 hrs x 13 members (includes chair) = 325 total hrs of research
- 4 meetings of other task forces attended by liaison
- 4 meetings x 1.5 hrs = 6 hrs meetings in other task forces

TOTAL FACULTY HRS: 918

Crossover Areas

The Crossover Areas task force has held 6 meetings to date (and likely will hold one more): 7 official meetings (3 in January, 4 in February) for a total of 555.78 faculty hours. Below is an accounting of those hours:

- 3.33 hrs average per meeting = 19.98 hrs per person
- 19.98 hrs x 11 members = 219.78 hrs
- 20 hrs x 1 task force chair = 20 hrs

TOTAL FACULTY HRS IN MEETINGS = 239.78

- 25 hrs per person outside of meetings for research and discussion
- 25 hrs x 12 members (includes chair) = 300 total hrs of research
- 1 hr per person for focus group attendees
- 1 hr x 16 attendees = 16 hrs for focus groups

TOTAL FACULTY HRS = 555.78

Joint Task Force Totals

Combined, all four task forces held 58 meetings: 50 official meetings (11 in November, 14 in December, 19 in January 2010, 6 in February) and 8 open forums (3 in December, 5 in January) for a total 3,011.28 faculty hours. Below is an accounting of those hours:

TOTAL HOURS OF RESEARCH AND DISCUSSION: 1,250

TOTAL FACULTY HOURS: 3,011.28

THE PROCESS

The task forces worked diligently from November to February. They submitted their reports in the first week of February. The Provost analyzed the reports, weighing the recommendations and institutional needs, and synthesized from them a balanced and unified campus plan. He then called a joint meeting of the Faculty Senate Executive Committee, the Council of Deans, the President of the Student body, the Chair of Staff Council, the members of the President's Faculty Advisory Council, and the members of the Provost's Faculty Advisory Board. At the meeting, he presented the proposed plan and solicited advice, suggestions, and input. The Provost then sponsored a University-wide forum to unveil the campus reorganization draft plan and solicit advice and foster dialogue. The forum was televised to the Meridian campus for all resident faculty.

The Office of Academic Affairs created a dedicated campus reorganization website that contained the task force reports and other documents so that all campus constituents would have access to all relevant information, including a video of the open forum for those who were unable to attend. The website address is <http://www.isu.edu/acadaff/organization/>. The Office of Academic Affairs also made available a dedicated email address so that faculty and staff could provide input on the proposed plan: provost@isu.edu.

Faculty and staff were encouraged to provide input to the proposed plan by the close of business on February 19, 2010. Given the quality of the input and a need for time to carefully consider all feedback, President Vailas extended the deadline for the Provost's recommendation. In a letter dated February 26, 2010, the Provost invited faculty, staff, and students to provide additional input, including specific thoughts about a school structure in the College of Science and Engineering. All told nearly 70 responses were received, many with thoughtful, constructive feedback. All feedback was carefully considered and a number of substantive changes in response to feedback and task force recommendations were incorporated into the final report. These changes include: leaving the College of Education as a separate college, structuring the College of Science and Engineering to be more consistent with task force recommendation, eliminating the school structure in Arts and Letters, including the Office of Medical and Oral Health as a separate unit on par with other schools in the Division for Health Sciences, and recognizing the critical role of Chairs in College of Science and Engineering and College of Arts and Letters. This version of the report reflects feedback and input received from various entities and individuals across campus, including the work of the task forces.

DISCUSSION

In order to achieve its goal of moving forward as a strong doctoral research university, ISU will need to make adjustments in its structure. Currently, its departments and colleges are small by most measures, and this adversely affects such things as faculty workload and related inter-administrative communication. The smaller the aggregate across which workload must be managed, the more difficult it is for units to adjust workload in order to lighten loads for research-productive faculty.

As an illustration, consider the size of our colleges by tenure-track faculty in comparison to those of our peers. In comparison to ISU's institutional peers, the College of Arts and Sciences has fewer tenured and tenure-track faculty members with the exception of North Dakota State University. The Arts and Sciences colleges in several of our peer institutions are substantially larger.

Comparison of College of Arts & Sciences to Like Colleges in Peer Institutions

Institutions	College(s) used in comparison	No. Faculty
Idaho State University	College of Arts & Sciences	190
Montana State University	College of Letters and Science / College of Arts & Architecture	289.9
North Dakota State University	College of Arts & Sciences / College of Science and Mathematics	185
Northern Arizona University	College of Arts and Letters / College of Social & Behavioral Sciences	334
*Kent State University	College of Arts and Sciences/ College of Architecture and Environmental Design/College of Arts	388
University of Montana	College of Arts & Sciences	236
University of Nevada-Reno	College of Liberal Arts/College of Science	343
University of Wyoming	College of Arts & Sciences	267
Wichita State University	College of Liberal Arts & Sciences/College of Fine Arts	251
*Note: Kent State University's College of Communication and Information was not used in the comparison. College includes schools of Communication Studies, Journalism and Mass Communication, Library and Information Science, and Visual Communication Design		

Similarly, the number of tenured and tenure-track faculty in the College of Education at ISU's peer institutions is significantly greater, with the exception of one institution: the University of Montana.

Comparison of College of Education to Like Colleges in Peer Institutions

Institutions	College(s) used in comparison	No. Faculty
Idaho State University	College of Education	34
Montana State University	College of Education and Health and Human Development	55.7
North Dakota State University	College of Human Development and Education	53
Northern Arizona University	College of Education	118
Kent State University	College of Education, Health & Human Services	130
University of Montana	College of Education and Human Sciences	35
University of Nevada-Reno	College of Education	48
University of Wyoming	College of Education	58
Wichita State University	College of Education	42

In the case of the College of Engineering, all of ISU's peer institutions with engineering programs are more than double the size of ISU's program. If we look only at institutions that are similar in terms of enrollment—namely, Montana State University, North Dakota State University, University of Wyoming, and Wichita State University—the number of tenured and tenure-track faculty are twice to four times the size of ISU's engineering faculty.

Comparison of College of Engineering to Like Colleges in Peer Institutions

Institutions	College(s) used in comparison	No. Faculty
Idaho State University	College of Engineering	20
Montana State University	College of Engineering	75.3
North Dakota State University	College of Engineering	82
Northern Arizona University	College of Engineering, Forestry, and Natural Sciences	191
Kent State University	*no engineering program	0
University of Montana	*no engineering program	0
University of Nevada-Reno	College of Engineering	68
University of Wyoming	College of Engineering	78
Wichita State University	College of Engineering	42

Comparison of Peer Institutions by Enrollment

Institutions	Fall 2009 Enrollment (census day)
Idaho State University	13,493
Montana State University	12,369
North Dakota State University	14,189
Northern Arizona University	23,600
Kent State University	38,457
University of Montana	14,921
University of Nevada-Reno	16,862
University of Wyoming	13,476
Wichita State University	14,823

These data demonstrate that ISU has not positioned itself to be efficient in terms of allocation of resources, including human capital. If we are to protect our programs and our faculty, we must reorganize in a manner that allows us to meet all of our professional obligations. First and foremost, we must meet the needs of our students through the most efficient and effective employment of our core faculty. Then, if we are to meet our aspirations of obtaining “research high” status, ISU must find ways to give faculty and students the time they need to be productive scholars and efficient teachers.

Further, if we as an institution are to become self-sustaining and impervious to state budget fluctuations, and if we are going to operate more like the doctoral research university that we are, as classified by the Carnegie Foundation for the Advancement of Teaching, we need to become more streamlined. We need to reduce the range of faculty departmental commitments—both curricular and service—so that we have the flexibility to implement a true variable course load in which research-productive faculty are afforded the time to do their work and so that we can best serve our students’ academic needs.

The proposed administrative reorganizations will help us achieve those goals. For example, if several departments within a college are teaching courses that cover the same content (Research Methods, for example), we can consolidate teaching efforts without loss of student credit hours and free some faculty members to engage in greater research endeavors. In terms of service, departments with few junior/senior faculty members and/or few male/female faculty can draw upon colleagues in the college for the formation of critical committees. This will prevent individual faculty members from being tapped for service to a greater extent than other faculty members.

Even more importantly, the proposed reorganizations will offer faculty in all program areas greater opportunity for interdisciplinary and cross-disciplinary collaborations. Opportunities for joint faculty appointments should reflect the same research synergies

that are driving cutting-edge research and emerging funding opportunities from both governmental and private funding sources. These reorganizations will facilitate both the creation and the support of such joint appointments. Similarly, the reallocation of faculty workload in terms of departmental service will enable faculty to invest significantly more time in developing both their individual research agendas as well as larger-scale collaborative projects. The larger result should offer our faculty a level of opportunity and research vitality that our current structures often make difficult to initiate and to maintain.

Universities across the nation are considering implementing or have recently implemented academic reorganizations. Most recently, the University of Idaho announced its plans to reorganize the College of Natural Resources, reducing the number of departments from five to three. On January 14, the University of Northern Iowa announced the first in a series of campus reorganizations, and recently a reorganization task force at the University of Massachusetts at Amherst recommended a number of college-level reorganizations. In the last few months, Eastern Washington University reorganized its colleges from six to four. Other institutions, including Colorado State University and University of Arkansas, have reorganized. Arizona State University recently announced its second reorganization within a six-month period.

As with ISU's plan, the general goal of many of these reorganizations center on streamlining administrative infrastructures and processes to become more efficient and more effective. This streamlining will enable our institution to function more flexibly and more nimbly in challenging economic times, specifically in the face of decreasing state support. These administrative changes will further buttress our shared commitment both to protect and to empower ISU's core faculty. To sum up, although the projected savings from the proposed reorganization will be approximately 1 million dollars—a healthy piece of our reduction obligations to the state—most importantly, this reorganization is a way for us as an institution to cut strategically, as opposed to across the board cuts, in our give back to the state. As result, ISU will come out of the budget cuts better and stronger as an institution.

THE PLAN

Deans/Executive Dean (Division of Health Sciences)

Each college will be headed by a dean, who is the chief academic and research officer as well as chief executive officer of the college and oversees all personnel and curricular concerns. In the new structure, the dean governs in conjunction with an executive committee. The dean will have primary responsibility for strategic planning and policy development, advocacy, fundraising, budget accountability, facilities, and external relations. The dean's leadership team will consist of department chairs and two associate deans for the College of Arts and Letters, department chairs for the College of Science and Engineering, and associate deans and the dean of pharmacy for the Division of Health Sciences. As such, the dean of each college will work collaboratively with its leadership team.

Executive Committees

Each college on campus, with the exception of the College of Technology, will establish an executive committee. The composition of the executive committee may vary across colleges, depending on the needs of the specific college. In all cases, the executive committee will consist of at least as many faculty as administrators. This committee will advise the dean on important college-level matters. The committee will serve as the main faculty governance body at the college level, underscoring the importance of shared governance at all levels throughout the entire university. The department chairs, as departmental-level administrators, will also play a substantive role on the executive committee.

Department Chairs/Program Directors (Division of Health Sciences)

Department chairs will report directly to and serve at the pleasure of the dean. As has been the case at ISU, chairs will work in the best interest of their departments, and chairs/program directors will continue to oversee curriculum, scheduling, hiring, personnel issues, annual evaluations, tenure and promotion, student concerns, and local accounts at the department level. Department chairs will work with the dean of their college to streamline these activities college wide. Most chairs will serve on 9-month faculty contract and will be compensated by course release and/or workload reassignment and stipend, where appropriate. Some departments may need to employ chairs on longer than 9-month contracts given the unique situation of their disciplines and/or accreditation, most notably in the health professions. These assignments will be addressed by the dean of each college.

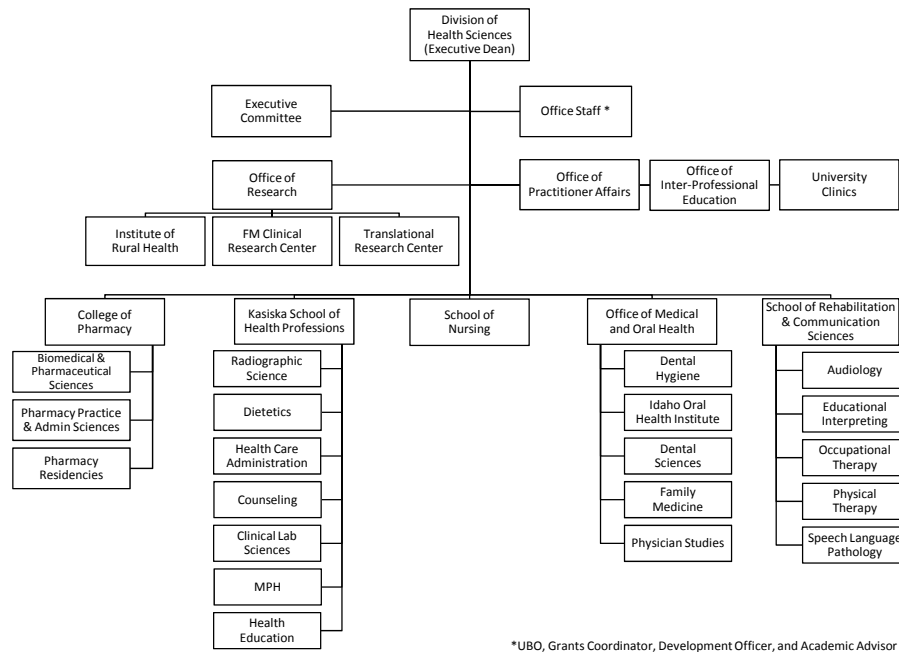
PHARMACY AND HEALTH PROFESSIONS

The Provost began college-wide discussions about the possibility of forming a College of Pharmacy and Health Sciences two months prior to the President's call for reorganization task forces. As a result, these two units were well into discussions about merger when the task forces were constituted. The task force for pharmacy and health professions submitted its report on February 3, 2010. The task force recommends creating a Division of Health Sciences headed by an executive dean. The division would comprise a College of Pharmacy, School of Nursing, School of Rehabilitation and Communication Sciences, Office of Medical and Oral Health, and the Kasiska School of Health Professions.

Early in the process, this task force developed the following six goals: strengthen ISU's health mission, streamline administrative structures and procedures, maintain core faculty positions and accreditation status, decrease curricular overlap, increase research and opportunities for collaborative research and practice opportunities, and save money and increase revenue. As the redesign scheme unfolded, this task force developed five subcommittees to work on various aspects of the redesign, including issues pertaining to transition, curriculum, clinics, translational research, and outcomes. The work of the subcommittees remains ongoing.

The Provost has accepted the proposed model as put forth in the task force report.
The following organizational chart depicts the model:

Division of Health Sciences Organizational Chart



SCIENCE AND ENGINEERING

The task force for science and engineering examined the possibility of combining the College of Engineering and the departments of science within the College of Arts and Science into one College of Science and Engineering. The task force submitted its report on February 1, 2010. The task force presented a number of recommendations, including conducting thorough program reviews; conducting a nationwide search for a founding dean; forming an executive committee as soon as possible; sharing staff across the college; maintaining departmental structure; ensuring that tenure, promotion, and annual review begin at the departmental level; and developing faculty-sponsored, college-wide research colloquia to promote interdisciplinary interactions and research projects. The Provost accepts all of these recommendations.

The task force felt that it would be best if reorganization occurred after program review had been conducted; however, the Provost strongly believes that program review could proceed simultaneously with, and would likely enhance, reorganization efforts. The task force also felt that the initiation of the reorganization should follow the hiring of a founding dean; however, the Provost believes that initial reorganization efforts should proceed immediately, given both the reorganization efforts in the other colleges and the

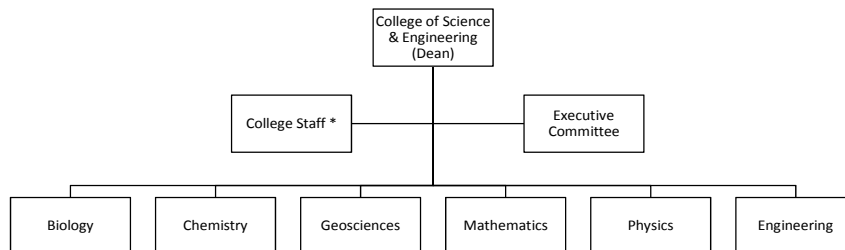
institution's pressing short-term need to meet fiscal challenges. Nonetheless, the Provost remains committed to initiating a search immediately so that a founding dean could take over from the interim dean as soon as possible.

The task force identified four key values that they wished to highlight as important to science: data-driven decision-making; commitment to research and teaching (graduate and undergraduate); faculty review by peers within the discipline; and maintaining accreditation of healthy academic programs. The Provost fully endorses these values as important not only for science and engineering but for all academic programs within the University.

The report from the task force recommends combining Physics and Nuclear Engineering. Once a permanent dean has been hired, the dean and his or her executive committee can decide whether or not to combine Physics and Nuclear Engineering and whether to make any other program and/or curricular changes for the benefit of the college. The Provost recommends that all current Engineering programs be housed in a department or school of Engineering.

The following organizational chart depicts the Provost's proposed organization based upon the task force recommendation and the input from faculty, staff, and students:

College of Science and Engineering Organizational Chart



*UBO, Grants Coordinator, Development Officer, and Academic Advisor

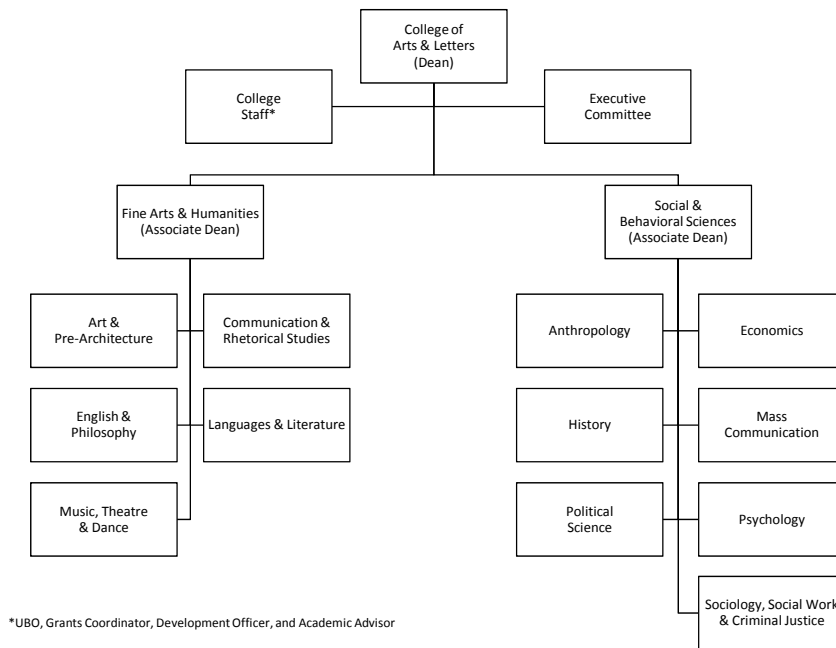
ARTS, HUMANITIES, SOCIAL SCIENCES, AND EDUCATION

The task force for arts, humanities, social sciences, and education submitted its report on February 4, 2010. The task force recommends creating a College of Arts and Letters headed by a dean with the assistance of a strong executive committee. It further recommends that the college would be comprise of the fine arts and humanities and the social and behavioral sciences.

Early in the process, this task force developed the following four outcome goals: increase research creative and scholarly activities within the new college; increase efficiency and streamlining among aggregates; recruit and retain faculty and students; and increase opportunities for collaboration among aggregates. The model put forth by the task force, and as noted in their report, has five primary strengths including preservation of core faculty and chairs, promotion of a community of scholars, enhancement of faculty governance, streamlined administrative structure, and enhancement of curricular flexibility and student opportunities.

After thoughtful consideration of the task force report and input received during the comment period, the Provost proposes a College of Arts and Letters headed by a dean, two associate deans, and a strong executive committee. The two associate deans will assist the dean with the daily operations of the college. Department chairs will work collaboratively with the dean and associated deans. The college will comprise twelve departments. Five departments will represent the Fine Arts and Humanities: Art and Pre-Architecture, Communications and Rhetorical Studies, English and Philosophy, Languages and Literatures, and the School for the Performing Arts (Music, Theater, and Dance). Seven departments will represent the Social and Behavioral Sciences: Anthropology, Economics, History, Mass Communication, Political Science, Psychology, and Sociology, Social Work, and Criminal Justice. Thus, the Provost recommends the following organizational structure:

College of Arts and Letters Organizational Chart



The task force was concerned that, absent the hard sciences, the new college's fiscal resources might not reflect the foundational role that the college's programs play in all of the other colleges across the university. The Provost acknowledges this concern and understands that adequate funding will need to be provided for the college to fulfill its general education and other obligations.

THE PRESIDENT'S ELEVEN QUESTIONS

The task forces reported that the proposed structures by and large answered the President's eleven questions in the affirmative. That is, the new structures have the potential to facilitate research and instructional collaborations; have the potential to enhance faculty's role in shared governance at the College and program levels; have the potential to reduce demands on faculty time for committee and other service responsibilities; have the potential to help distribute workload across disciplines, providing more opportunities for reduced workloads for research and other commitments; have the potential to enable streamlining of programming by reducing redundant course offerings; have the potential to address understaffing in smaller departments; have the potential to enhance patient care in the health professions (due to centralization of clinics); have the potential to increase flow of communication between faculty and central administration by reducing cumbersome administrative layers; have the potential to broaden use of available resources across larger units; have the potential to facilitate

long-term strategic growth; and have the potential to save faculty lines, facilitate maintenance of faculty salaries and positions, and facilitate growth of faculty salaries.

IMPLEMENTATION

Were President Vailas to accept the reorganization plan or a version of it, many details will still need to be worked out and will be worked out over time. For example, each college will need to determine how staff positions may be realigned and reallocated. Input from faculty, staff, and students would be desirable. Because it began its work well before the other task forces, the Division of Health Sciences task force is quite advanced in its plan for implementation and could feasibly transition immediately.

Once new colleges have been established, the Provost fully expects that there will be a number of additional changes that will be necessary to meet the needs of the individual units and the college as a whole. For instance, a given college may reconsider the exact composition of the college executive committee.

Upon acceptance of this or another reorganization plan by the President, the Provost will immediately solicit input from the faculty and then appoint interim founding deans.

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	ISTEM PRESENTATION	Information Item
2	COLLEGE OF WESTERN IDAHO - REQUEST FOR APPROVAL OF GENERAL EDUCATION DEGREES	Motion to Approve
3	COLLEGE OF WESTERN IDAHO - REQUEST FOR APPROVAL OF TERMINATION OF DESIGNATED PROFESSIONAL-TECHNICAL EDUCATION PROGRAMS	Motion to Approve
4	IDAHO STATE UNIVERSITY- APPROVAL OF FULL PROPOSAL: NEW DOCTORAL PROGRAM – PH.D., MICROBIOLOGY	Motion to Approve
5	UNIVERSITY OF IDAHO – APPROVAL OF NOTICE OF INTENT: COLLEGE OF NATURAL RESOURCES – ADMINSTRATIVE REORGANIZATION OF COLLEGE DEPARTMENTS	Motion to Approve
6	UNIVERSITY OF IDAHO – APPROVAL OF NOTICE OF INTENT: COLLEGE OF ART AND ARCHITECTURE – ADMINSTRATIVE REORGANIZATION OF COLLEGE DEPARTMENTS	Motion to Approve
7	RURAL PHYSICIANS INCENTIVE PROGRAM AWARDS	Information Item

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010**

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|----------|---|------------------|
| 8 | STATEWIDE STRATEGIC PLAN FOR HIGHER
EDUCATION RESEARCH | Information Item |
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- | | | |
|----------|--|------------------|
| 9 | RECOMMENDATION FOR FY11 HERC BUDGET | Information Item |
|----------|--|------------------|
-
- | | | |
|-----------|---|-------------------|
| 10 | FIRST READING, PROPOSED AMENDMENTS TO
BOARD POLICY III.W., HIGHER EDUCATION
RESEARCH | Motion to Approve |
|-----------|---|-------------------|
-
- | | | |
|-----------|---|-------------------|
| 11 | FIRST READING, NEW BOARD POLICY III.A.B.,
RURAL PHYSICIANS INCENTIVE PROGRAM
COMMITTEE | Motion to Approve |
|-----------|---|-------------------|
-
- | | | |
|-----------|---|-------------------|
| 12 | FIRST READING, PROPOSED ADDITION TO BOARD
POLICY III.P, STUDENTS | Motion to Approve |
|-----------|---|-------------------|
-
- | | | |
|-----------|---|-------------------|
| 13 | SECOND READING, NEW BOARD POLICY III. A.A.,
ACCOUNTABILITY OVERSIGHT COMMITTEE | Motion to Approve |
|-----------|---|-------------------|
-

SUBJECT

i-STEM Presentation

BACKGROUND/DISCUSSION

In recent years, several Science, Technology, Engineering, Mathematics (STEM) initiatives and stakeholder groups have been initiated in Idaho. i-STEM, led by the Idaho National Laboratory (INL) and other key stakeholders, is a coordinated state-wide effort by the State Department of Education, Idaho Professional-Technical Education, educators, businesses, and industry to support STEM education in Kindergarten through 12th grade. This group of stakeholders is working together to create ways to complement each other and to collaborate in advancing STEM education in Idaho. They provide resources that help students develop the understanding and skills needed to participate, contribute, and compete in the workforce of Idaho, the global economy, and as they practice informed decision making in the future that lies ahead.

Objectives include the following:

- Identify Idaho's STEM education needs
- Build the bridge between resources and educators to fill the gaps in STEM education
- Promote the vital role of STEM education for Idaho's future
- Provide accessible statewide STEM education resources through an IT network

Initially iSTEM is focusing on 4th through 8th grades. This summer workshops will be held for teacher development in STEM subjects. Instructors attending the workshops will take part in STEM education activities and learn of resources they can use in their classrooms. It is expected that 200-300 teachers will attend the workshops. They will be held at CSI and NIC with the goal of eventually having six regional STEM Centers.

Representatives from INL recently visited with Board staff and requested that the State Board of Education be represented on the governance committee which is now being formed. The committee will be influential in the activities of i-STEM to ensure they meet the major objectives of i-STEM. Board representation is beneficial in helping i-STEM develop appropriate goals and in maintaining alignment with Idaho State Education policy, standards and requirements, and is important in developing effective partnership to enhance STEM Education across Idaho.

IMPACT

Enhance and develop excellence in STEM education for Idaho's future, thus supporting Idaho's education system to embrace National standard of excellence in Science, Technology, Engineering, and Math.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

ATTACHMENTS

Attachment 1 – Power point presentation

Page 3

Attachment 2 – iSTEM Governance Committee Members

Page 17

STAFF COMMENTS AND RECOMMENDATIONS

The Executive director has appointed Allison McClintick, K–12 & Educator Policy Manager to represent the Board Office on the committee.

BOARD ACTION

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



idaho
Science
Technology
Engineering
Mathematics

Presentation to Idaho State Board of Education
April 22, 2010

What is STEM Education?

Using science, technology, engineering and math (STEM) across disciplines to solve problems, create, innovate and lead.

Why We Need the STEM Focus

U.S. 15-yr olds ranked 24th in math literacy and 26th in problem-solving in 2003 global assessment

60% of all new jobs in the 21st century will require skills possessed by only 20% of the current United States workforce.

New Ways of Thinking



Over 70 million baby boomers will retire and be replaced by only 48 million workers

Today's Students in Tomorrow's Workforce

Success in Idaho's earlier days meant access to land, physical labor and abundant raw materials.

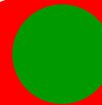
In today's global economy, the driving forces are . . .



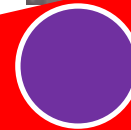
Talent



Knowledge



Innovation



21st
Century
Skills



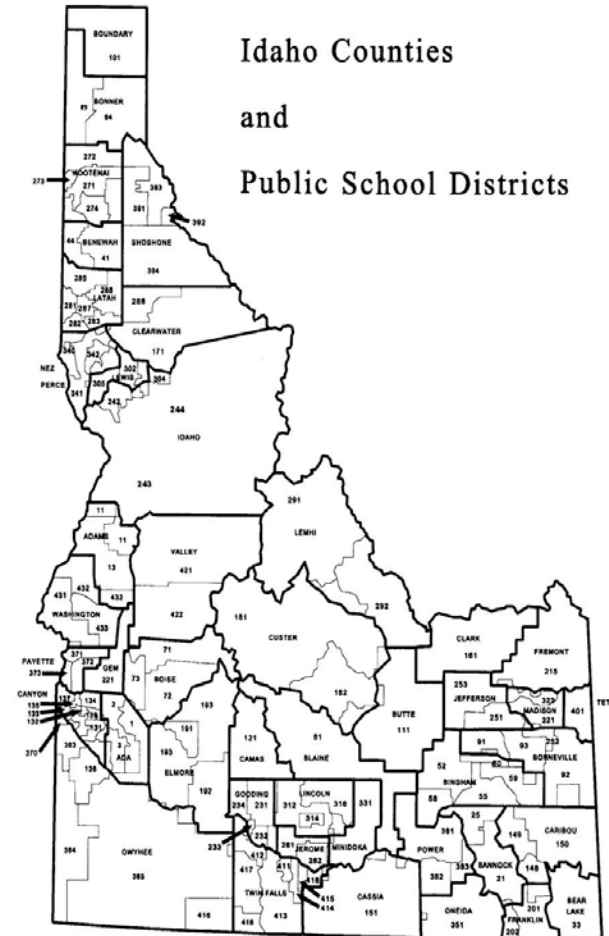
idaho
Science
Technology
Engineering
Mathematics



idaho
Science
Technology
Engineering
Mathematics

Reaching Rural Communities Poses Unique Challenges

- Multiple school districts across large geographical distances
- Limited resources and funding
- Low teachers' salaries
- Limited state funding focused on professional development
- Limited partnership development
- Difficulty attracting and retaining highly qualified STEM teachers

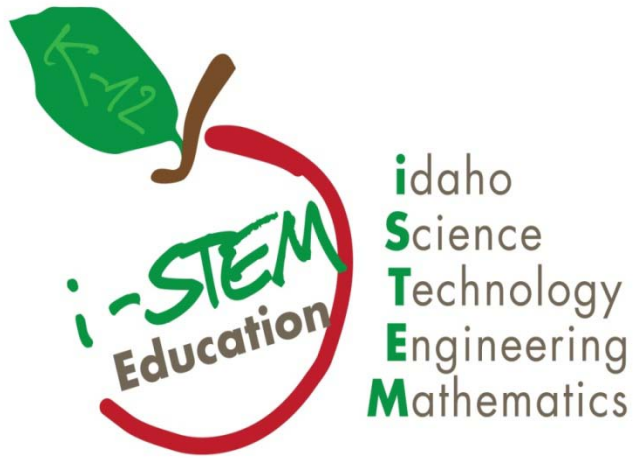


115 School Districts for a population of >1.5M and area of 82.75 K sq. miles

A Broad Partnership

Boise State University
Center for Advanced Energy Studies
College of Southern Idaho
College of Western Idaho
The Development Company
Discovery Center of Idaho
Eastern Idaho Technical College
Energy Systems & Tech Ed Center
Energy Solutions
Hewlett-Packard
Idaho Council of Teachers of Math
ID Dept. of Education
ID Dept. of Labor
Idaho Div of Prof. Technical Ed
Idaho Education Network

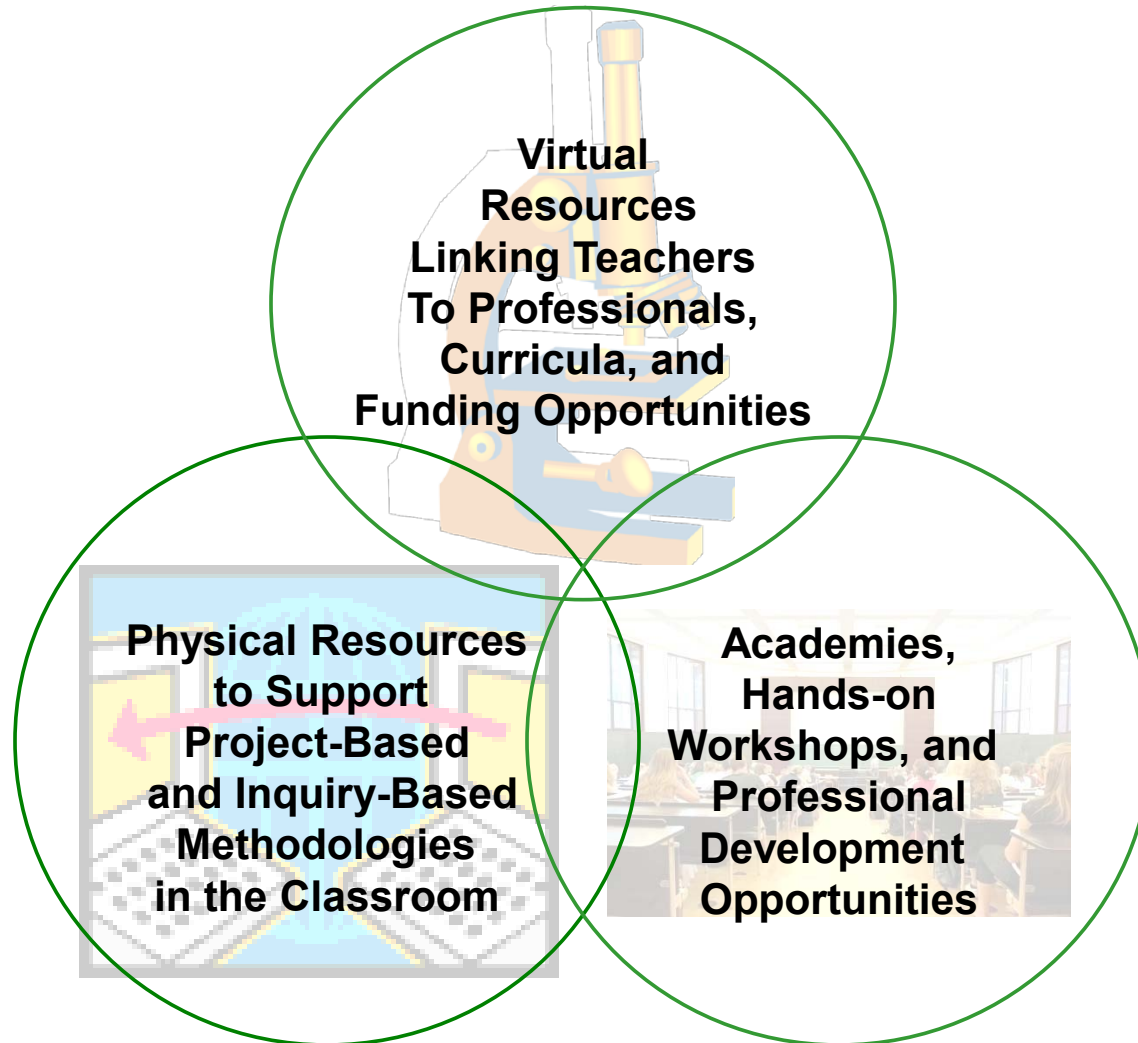
Idaho National Laboratory
Idaho Power Company
Idaho Science Teachers Assoc.
ID State Board of Education
Idaho State University
Jason Project
Lewis-Clark State College
Micron Technology Foundation
NASA
NEED Project
North Idaho College
Office of Governor Otter
Partners for Prosperity
PCS Edventures
University of Idaho



i-STEM Vision

The Idaho education system sets the National standard of excellence in science, technology, engineering, and math (STEM) education.

i-STEM Resource Centers



i-STEM Strategy

Provide Idaho teachers with professional development and resources for STEM education

- Emphasis on project-based learning integrated across disciplines
- Targeted to grades K-12 with distinct differences in programs for teachers of K-3, 4-8 and 9-12
- Initially focused on grades 4-8, later expanding to other grades
- School-wide team implementation
- Accessible physical, technological and financial resources through regional STEM Centers
- Ongoing teacher support teams including human resources, professional development/training, instructional materials, stipends, and credits for participating teachers

i-STEM Web Resources

i-STEM

<http://www.sde.idaho.gov/site/istem/>

Managed and supported by the Idaho State Department of Education. Contact: Scott Smith, State Science Coordinator, SSmith@sde.idaho.gov

The Idaho STEM Pipeline

www.idahostem.org

Currently managed and supported by Idaho Experimental Program to Stimulate Competitive Research in Idaho (EPSCoR) and by the National Science Foundation Contact: (208) 885-2345 or epscor@uidaho.edu.

2010 i-STEM Teacher Academies

“Navigating the World of i-STEM: Focusing on use of Idaho Resources”

July 19-22, 2010

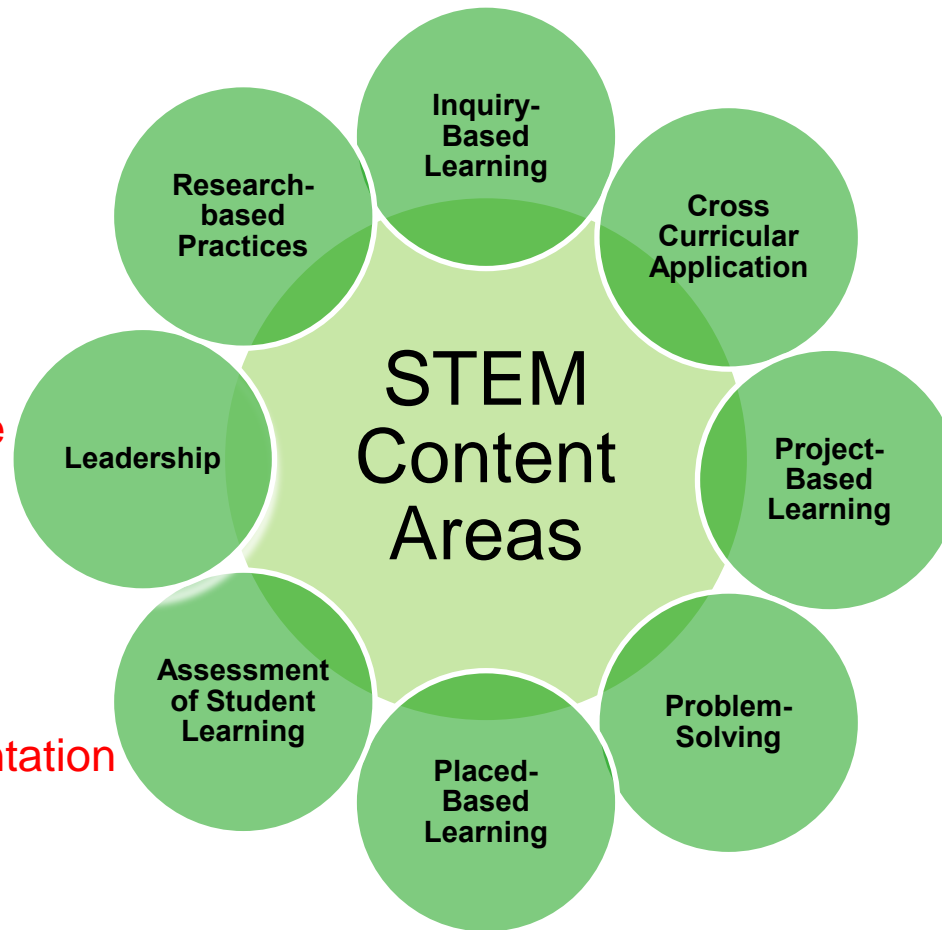
College of Southern Idaho (Twin Falls)
North Idaho College (Coeur d'Alene)

More Information available at
<http://www.sde.idaho.gov/site/istem/>

i-STEM Teacher Academies

Content Areas

- Engineering
- Environment
- Energy
- Mathematics
- Hands-on Science
- Robotics
- Space
- Agriculture
- Neuroscience
- Leadership
- Change Implementation



Common Events

- Keynote Address
- Best Practices Presentation
- Common Planning Time
- Business and Industry Gallery Walk
- Showcase of Idaho's Outstanding STEM Education Programs
- STEM Panel Discussion

Questions ?

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i-STEM Governance Committee Members

Member	Representing	Phone #	E-Mail
Baker, Alecia Micron Technology Foundation	Industry	208.368.5933	ARBaker@micron.com
Beck, Jerry College of Southern Idaho	Idaho Community Colleges		Jbeck@csi.edu
Boire, Janine Discovery Center of Idaho	Informal i-STEM Education	208.393.9895 Ext. 230	Janine@scidaho.org
Burns, Leandra Department of Labor	Idaho Department of Labor	208.332.3570	Leandra.Burns@labor.idaho.gov
Cairns, Bill Skyline High School	i-STEM Center Committee Chair Person		CairBill@d91.k12.id.us
Caudle, Trina Skyline High School	School Building Administrators (e.g. Principal)	208.525-7770 208.241.8192	CaudTrin@d91.k12.id.us
Clark, Linda Meridian School District	Superintendent from Idaho Schools		Clark.Linda@meridianschools.org
Gonzalez, Margie Idaho Comm. on Hispanic Affairs	Un- and Under-Represented Populations		Margie.Gonzalez@icha.idaho.gov
Huggins, DaNel Kuna High School	Teachers from Idaho Schools	208.599.5454	Dhuggins@kunaschools.org
McClintick, Allison Teacher Quality and Special Projects Manager State Board of Education	Idaho State Board of Education	208.332.1579	Allison.McClintick@osbe.idaho.gov
Nadelson, Louis Boise State University	Idaho Higher Education Institutions	208.426.2856	LouisNadelson@boisestate.edu
Penney, Sarah University of Idaho	i-STEM IT Committee Chair Person	208.885.2345	SarahP@uidaho.edu
Rayborn, Steve State Division of Professional- Technical Education	Idaho Professional/Technical Education	208.334.3216	Srayborn@pte.idaho.gov
Schmidt, Jim PCS Edventures	i-STEM Marketing Committee Chair Person	208.484.0553	Jschmidt@pcsedu.com
Seifert, Anne Idaho National Laboratory	Idaho National Laboratory i-STEM	208.526.8027	Anne.Seifert@inl.gov
Smith, Scott Department of Education	Idaho Department of Education	208.332.6952	Ssmith@sde.idaho.gov

Warbis, Mark Governor Otter's Office	Idaho Governor's Office		Mark.Warbis@gov.idaho.gov
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COLLEGE OF WESTERN IDAHO

SUBJECT

College of Western Idaho (CWI) Request for Approval of General Education Degrees (AA and AS).

APPLICABLE STATUTES, RULE OR POLICY

The College of Western Idaho operates in compliance with Idaho Code Title 33 Education, Chapter 21 (Community) Colleges, the policies of the Idaho State Board of Education, and the policies of the College of Western Idaho Board of Trustees.

BACKGROUND/DISCUSSION

The College of Southern Idaho (CSI) entered into a formal memorandum of understanding with CWI to be its partnering institution for accreditation by the Northwest Commission of Colleges and Universities (NWCCU). The accrediting standards require that CSI approve all curriculum that will be taught by CWI prior to its delivery. The College's general education courses, imported from the College of Southern Idaho, include learning outcomes or course objectives. Based on this information and following a College of Western Idaho syllabus template, faculty members prepare an individualized syllabus for each course which includes the learning outcomes.

The College of Western Idaho (CWI) began offering the AA and AS degrees as detailed in Attachment 1 beginning January 20, 2009. The degrees offered are parallel in content to College of Southern Idaho. All AA and AS degrees have been reviewed and approved by the College of Southern Idaho's Curriculum Committee. Additional existing College of Southern Idaho AA and AS degrees will be added to the CWI catalog for 2010-2011. These additional degrees were reviewed and approved by the College of Southern Idaho's Curriculum Committee on January 27, 2010. Although these academic degrees received proper approvals by this curriculum committee in accordance with CSI procedures through the NWCCU accrediting standards, they also need official approval by the Board. Therefore, CWI was advised to submit a modified Notice of Intent for retroactive approval of the academic degrees.

In accordance with Board Policy III.G.5(a)(2), *Board Approval Procedures*, "Academic requests will be forwarded to the Chief Academic Officer. The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. If the CAAP recommends approval, the proposal shall be forwarded to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the institution and the State Board of Education." The request was forwarded to the Council on Academic Affairs and Programs for review and recommends approval.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

ATTACHMENTS

Attachment 1 Summary of Degrees

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

A modified Notice of Intent process was developed specifically to review the degrees slated for approval. This process provided the College of Western Idaho and the State Board of Education the information needed to ensure that the new degrees will meet the approval standards set forth in Board policy III.G.5(a)(2). This process also helped ensure the degrees would be of sufficient scope, quality, and relevance to permit transfer to universities.

Instruction, Research, and Students Affairs Committee, Council on Academic Affairs and Programs, and staff recommend approval of the request from the College of Western Idaho for the academic degrees as shown in Attachment 1.

BOARD ACTION

A motion to retroactively approve the request from the College of Western Idaho to offer the academic degrees as shown in Attachment 1 beginning January 20, 2009, and a motion to approve the request to add additional degrees for the 2010-2011 academic year as shown in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No

Summary of Degrees

This is a summary of academic degree options being offered at the College of Western Idaho beginning January 20, 2009. This is a support document for the Notice of Intent process as described in SBOE Policy III.G. *Updated 2/22/2010*

Program Name	CIP Code nces.ed.gov		Associate of Arts (AA): A minimum of 64 credit hours, which includes a minimum of 16 general education credits and longer than one academic year.	Associate of Science (AS): A minimum of 64 credit hours, which includes a minimum of 16 general education credits and longer than one academic year.	Additional Degrees to be added for 2010-2011	
Agriculture	01.0000		Yes		XX	
Agriculture Science	01.0104			Yes	XX	
Anthropology	45.0201		Yes		XX	
Art - Commercial	50.0402			Yes	XX	
Art - General	50.0701		Yes		XX	
Biology	24.0101			Yes		
Biology - Health Care	24.0101			Yes		
Biology - Natural Resources	24.0101			Yes		
Business - General	24.0101		Yes			
Chemistry	40.0501			Yes	XX	
Communication	24.0101		Yes			
Criminal Justice	24.0101		Yes			
Economics	45.0601		Yes		XX	
Education - Bilingual Elementary	13.0201		Yes		XX	
Education - Early Childhood	13.1210		Yes		XX	
Education - Elementary	24.0101		Yes			
Education - Physical	13.1314		Yes		XX	
Education - Physical K-12	31.0501		Yes		XX	
Education - Secondary	13.1205		Yes		XX	
Education - Special	13.1001		Yes		XX	
English	24.0101		Yes			
Geography	45.0701		Yes		XX	
Geology	40.0601			Yes	XX	
History	54.0101		Yes		XX	
International Business	52.1101		Yes		XX	
Language - Foreign	13.1306		Yes		XX	
Language - Sign	16.1601		Yes		XX	
Liberal Arts	24.0101		Yes			
Math	27.0101			Yes	XX	
Music	50.0901		Yes		XX	
Nursing - Registered	51.1601			Yes		

ATTACHMENT 1

Program Name	CIP Code nces.ed.gov		Associate of Arts (AA): A minimum of 64 credit hours, which includes a minimum of 16 general education credits and longer than one academic year.	Associate of Science (AS): A minimum of 64 credit hours, which includes a minimum of 16 general education credits and longer than one academic year.	Additional Degrees to be added for 2010-2011	
Photography	50.0605		Yes		XX	
Physics	40.0801			Yes	XX	
Political Science	24.0101		Yes			
Pre-Law	22.0001		Yes		XX	
Pre-Pharmacy	51.1103			Yes		
Psychology	24.0101		Yes			
Social Work	44.0701		Yes		XX	
Sociology	24.0101		Yes			
Theatre	50.0501		Yes		XX	
TOTALS →			29	11		

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

COLLEGE OF WESTERN IDAHO

SUBJECT

College of Western Idaho (CWI) Request for Approval of Termination of designated Professional-Technical Education Programs

REFERENCE

February 28, 2008

The Board approved a request by CWI to be designated as the technical college in Region III upon final recommendation by the Division of Professional-Technical Education.

April 16, 2008

The Board approved closure of the Selland College of Applied Technology at Boise State University and discontinuation of BSU's PTE programs effective July 1, 2009.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Policies and Procedures, III.G. and IDAPA 55.01.02, Section 101.02

BACKGROUND/DISCUSSION

The College of Western Idaho (CWI) is requesting approval to terminate professional-technical education (PTE) programs. The reason for the termination is due to low student enrollment below the acceptable standard in accordance with IDAPA 55.01.02, Section 101.02, "**Inadequate Student Enrollment**. Student enrollment is below an acceptable standard for two (2) consecutive years. (Standard to be predetermined at the local level based on facilities requirements, equipment needs, and an acceptable student/teacher ratio.) Seventy-five percent (75%) of capacity is considered a generally acceptable standard."

The PTE programs listed in Attachment 1 have been inactive for years at the Selland College of Technology. When the Selland College closed and shifted all programs to CWI, the programs were brought intact to CWI as part of the College transfer. It is now the intention of CWI to eliminate the programs. There are no budget savings from these closures due to the inactive nature of programs.

IMPACT

There is no fiscal impact caused by the termination of these programs.

ATTACHMENTS

Attachment 1 - List of Programs to be Terminated

Page 3

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

A modified Notice of Intent process was developed specifically to review the programs slated for termination. This process has provided the College of Western Idaho and the Division of Professional-Technical Education the information needed to ensure that the programs will meet approval per Board policy III.G.5(a)(3). This process also helped ensure the programs would be of sufficient scope, quality, and relevance to provide students with educational opportunities that will enhance the workforce of the region.

The Instruction, Research, and Student Affairs Committee, Council on Academic Affairs and Staff recommend approval of terminating the designated professional-technical education programs as presented due to low student enrollment.

BOARD ACTION

A motion to approve the request from the College of Western Idaho to terminate the designated professional-technical education programs as shown in Attachment 1 effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Summary of Program Changes for CWI Professional-Technical Division

This is a summary of College of Western Idaho professional-technical education program terminations. This is a support document for the Notice of Intent process as described in SBOE Policy III.G. Updated 3/19/2010

Program Name	CIP Code nces.ed.gov	SDPTE Program ID Number	Postsecondary Technical Certificate (PTC): Minimum of 8 credit hours.	Technical Certificate (TC): Minimum of 27 credit hours.	Advanced Technical Certificate (ATC): A minimum of 52 credit hours; more than one year.	Associate of Applied Science (AAS): Minimum of 60 credits (16 gen ed) longer than one year
Broadcast Technology	10.0202	47294			Yes	Yes
Electrical Lineworker	46.0303	47256		Yes		
Industrial Electronics Technology	15.0303	47257			Yes	Yes
Industrial Maintenance Technology	47.0303	47255				
Automated Industrial Technician	47.0303				Yes	Yes
Environmental Control Technician	47.0303				Yes	Yes
Manufacturing Systems Technology	15.0613	47287			Yes	Yes
Refrigeration, Heating and Air Cond	47.0201	47250		Yes	Yes	Yes
Semi-Conductor Manufacturing Tech	15.0399	47285		Yes	Yes	Yes
TOTALS →			0	3	7	7

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IDAHO STATE UNIVERSITY

SUBJECT

Approval of Full Proposal for Ph.D. in Microbiology

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G

BACKGROUND/DISCUSSION

Idaho State University proposes to create a degree program within the Department of Biological Sciences that would enable the University to award a Ph.D. in Microbiology, which is separate from the existing Ph.D. in Biology, reflecting the more specialized nature of the training received by students who choose to focus their coursework in Microbiology.

This program would be administered by the Department of Biological Sciences, which is an academic unit within the College of Arts and Sciences. This degree program has been included in the Idaho State Board of Education's Eight Year plan, with an implementation date of 2008. With appropriate SBOE approvals, it would be possible to start this program as early as the Fall semester of 2010, as all faculty and program components are already in place within the broad discipline of Biology.

Over the past 7 years, Idaho State University has increased its commitment to biomedical research by adding faculty lines in the biomedical sciences. This increased "critical mass" in faculty and resources in the biomedical sciences now enables the Department of Biological Sciences to provide the proposed Ph.D. in Microbiology with minimal reallocation of funds, requiring only a modest increase in funding to the University Library. All courses in the proposed curriculum are already being offered as part of the Ph.D. in Biology. Students who choose to focus their coursework in Microbiology want their degree to reflect this specialization, rather than the more general Ph.D. in Biology which they receive now.

The advantage of this degree program is that it allows those students following the more specialized and rigorous training required by the Microbiology faculty to be awarded a degree that reflects this. The creation of a Ph.D. in Microbiology at Idaho State University will provide additional educational options for students, thereby enhancing their future employment and career options. In addition, it will allow faculty members to increase Idaho State University's research productivity and maintain the teaching standard of excellence that is already established.

IMPACT

No new funding is required for this program other than the reallocation of minimal funding to the Library to purchase additional resources in Microbiology (see page

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

12). The program will attract additional graduate students, which will increase revenue to the University, and increase the number of PhD graduates. The program faculty is likely to attract additional external research funding.

ATTACHMENTS

Attachment 1 – Full Proposal & External Peer Review

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University has a mission to provide education in health professions and related biological and physical sciences. Idaho State University's request to offer a Ph.D. in Microbiology is consistent with their Eight-Year Regional Plan for Delivery of Academic programs in the Southeast Region for 2009-2010. This program is in line with their state mission to provide health professions and related biological and physical sciences. The emphasis is in extremophile research, which does not duplicate other state programs. The Council on Academic Affairs and Programs has reviewed the proposal and the recommendation was 7-1 in favor for approval of ISU's proposal.

Idaho State University currently offers a Bachelor of Science and Master of Science in Microbiology. Other Microbiology programs include the University of Idaho's Bachelor of Science in Microbiology; and Master of Science and Ph.D. in Microbiology, Molecular Biology, and Biochemistry.

BOARD ACTION

A motion to approve the request by Idaho State University to implement the Ph.D. in Microbiology.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO STATE BOARD OF EDUCATION

ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

FULL PROPOSAL

to initiate a

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

REC'D ISU / GS

OCT 12 2009

Submitted by:

Idaho State University

Institution Submitting Proposal

College of Arts and Sciences

Department of Biological Sciences

Name of College, School, or Division

Name of Department(s) or Area(s)

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

Ph. D. in Microbiology

Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

January 2010

Proposed Starting Date

This proposal has been approved by:

College Dean (Institution)

Date

Chief Fiscal Officer (Institution)

Date

Chief Academic Officer (Institution)

Date

President

Date

VP Research & Graduate Studies

Date

State Administrator, SDPTE

Date

Chief Academic Officer, OSBE

Date

SBOE/OSBE Approval

Date

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

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?

Idaho State University proposes to create a degree program within the Department of Biological Sciences that would enable the University to award a Ph.D. in Microbiology, which is separate from the existing Ph.D. in Biology, reflecting the more specialized nature of the training received by students in this discipline. This program would be administered by the Department of Biological Sciences, which is an academic unit within the College of Arts and Sciences. This degree program has been included in the Idaho State Board of Education's Eight Year plan, with an implementation date of 2008. With appropriate SBOE approvals, it would be possible to start this program as early as the Spring semester of 2010, as all program components are already in place within the broad description of Biology. Over the past 7 years, the Idaho State University has increased its commitment to biomedical research by adding faculty lines at ISU in the biomedical sciences. The increased "critical mass" in faculty and resources at Idaho State University in the biomedical sciences over the last 7 years enables the Department of Biological Sciences at ISU to provide the proposed Ph.D. in Microbiology with minimal expenditure of additional monies by Idaho State University. Minimal additional resources are requested, because the program proposed is already being followed as part of the Ph.D. in Biology offered in the department. The proposed Ph.D. in Microbiology will not require additional courses to be developed, because the faculty in the Department of Biological Sciences at Idaho State University is already providing this program to our graduate students. The advantage of this degree program is that it allows those students following the more specialized and rigorous training required by the Microbiology faculty to be awarded a degree that reflects this. The creation of a Ph.D. in Microbiology at Idaho State University will provide additional educational options for students, thereby enhancing their future employment and career options. In addition, it will allow faculty members to increase Idaho State Universities' research productivity and maintain the teaching standard of excellence that is already established.

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

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

- 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.
- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.
- c. Student – briefly describe the students who would be matriculating into this program.
- d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.
- e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

The American Society for Microbiology (ASM) is the preeminent professional society for Microbiologists not only in the USA, but internationally. The Society was founded in 1899 and has over 43,000 members worldwide, representing over 26 sub-disciplines within the field of Microbiology. ASM

contains a separate division within the Society that is concerned with the education of Microbiologists. The Society publishes curriculum guidelines for undergraduate majors in Microbiology, and the Department of Biological Sciences at ISU follows these suggested course offerings. The ASM, however, does not accredit either undergraduate or graduate degree programs. The suggested undergraduate curriculum has been modified for use at the graduate level and is the basis of the current M.S. degree in Microbiology offered at ISU, as well as the proposed Ph.D. in Microbiology. Advanced graduate-level courses in the areas detailed by the ASM curriculum guidelines as well as specialized course offerings in ISU faculty members' areas of expertise will ensure that the Microbiology Ph.D. provides sufficient exposure to Microbiology as recommended by the ASM guidelines. As is standard within the field, a committee of faculty members specific to each student is responsible for maintaining the standard of excellence and rigor of the degrees awarded.

An external review was conducted by Dr. Stanley Maloy, Dean of the College of Sciences, San Diego State University, and Dr. Laurens Smith, Associate Provost, Utah State University. Dr. Maloy is a past president of the American Society for Microbiology and current Associate Director of the Center for Microbial Sciences. He is the lead author of a highly regarded textbook in Microbiology, Microbial Genetics, as well as the laboratory manual Experimental Techniques in Bacterial Genetics. Dr. Smith is a former member of the Department of Biological Sciences at ISU, and founder of the Molecular Research Core Facility. A copy of their review is attached (Attachment 1).

a. Curriculum:

Attachment 2 provides a description of the program.

New course (a separate listing from the existing Graduate seminar in Biology 691)

Graduate seminar in Microbiology BIOL 695 1-3 cr.

Current Courses

See Attachment 3.

Total credits in program

A minimum of 75 credits total--9 per semester and 1 per summer for full-time students--is required.

b. Faculty

Attachment 4 provides a list of current faculty, their research areas and publications, as well as supporting and affiliate faculty. No new faculty are required at this time for the implementation of this program. The faculty listed currently support the undergraduate degrees in Biochemistry and Microbiology, the M.S. degree in Microbiology, and the Ph.D. degree in Biology at Idaho State University.

c. Student

The typical entering student will have completed a Master's degree in Microbiology or a related discipline. Highly motivated Bachelor's degree students also will be considered. Students who have graduated from one of ISU's undergraduate degree programs compose a large fraction of current graduate students; however, we anticipate increased applications from graduates of institutions from across the country with increased awareness of this program through dissemination of results at national meetings.

d. Infrastructure support

As a program within the Department of Biological Sciences, staff support is already in place. Departmental TA lines will continue to be allocated as appropriate to students in this program. Library holdings will be increased at Departmental expense to include the American Society for Microbiology journals (see Budget). Existing Departmental equipment and instruments will continue to be utilized for research and training.

e. Future plans

Ideally, faculty lines in Microbiology would be added in the future, which would provide additional research areas and lab space for expansion of the program. The participation of Dr. Yongsheng Ma already provides for inclusion of the Boise campus in this program. Increased graduate student enrollment should provide sufficient basis for future allocation of specific TA lines to this program.

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 American Society for Microbiology recognizes that the umbrella term of “Microbiology” is incredibly broad; its 43,000 members define 26 separate subdisciplines within the discipline of Microbiology. It is highly unlikely that two Microbiology Ph.D. programs, even with the same programmatic name, would offer research and training emphases in the same subdisciplines. As one example, Idaho State University currently has an active extremophile research group, in which microbial organisms occupying extreme environments are studied. Even within this specialty, there are specific areas that researchers at ISU concentrate on: high salt, temperature extremes, and high radiation. The expertise of the individual faculty at ISU determines the areas of research, as do the unique facilities present on campus, such as the Idaho Accelerator Center. As such, the research conducted by ISU faculty in Microbiology in the area of extremophiles would be unlikely to compete with or overlap any extremophile research conducted by UI faculty members. Such specialized research groups will provide a very different training to the students entering the program than would be obtained at the University of Idaho. Students wishing to study specific areas would choose the program based on the research interests of the faculty members. We see this degree program not as competition with the University of Idaho, but rather as a complementary degree program which makes use of the specific research strengths and facilities found at Idaho State University, while continuing and encouraging collaborative research between the institutions.

There are numerous examples of multiple universities within the same state offering similar-sounding degrees. For example,

Montana State University: Ph.D. in Microbiology
University of Montana Ph.D. in Integrative Microbiology and Biochemistry

Oklahoma State University Ph.D. in Microbiology
University of Oklahoma Ph.D. in Microbiology

Arizona State University Ph.D. in Microbiology
University of Arizona Ph.D. in Microbiology and Pathobiology

As in Idaho, the training received by students in these programs differs significantly, despite the similarity of the name of the program, and as such, do not constitute duplication of programs. The following is a list of the programs offered by state universities in the Pacific Northwest/states bordering Idaho:

Washington:

Washington State University: Ph.D. in Immunology and Infectious Diseases, College of Veterinary Medicine, Veterinary Microbiology and Pathology
University of Washington: Ph.D. in Microbiology

Nevada:

University of Nevada, Reno: Ph.D. in Cell and Molecular Biology
University of Nevada, Las Vegas: Ph.D. in Microbiology

Wyoming:

University of Wyoming: Ph.D. in Molecular Biology, Ph.D. in Molecular and Cellular Life Sciences

Montana:

Montana State University: Ph.D. in Microbiology

University of Montana: Ph.D. in Integrative Microbiology and Biochemistry

Utah:

University of Utah: Ph.D in Biology through the Microbial Biology Program

Utah State University: Ph.D. in Biology

Oregon:

Oregon State University: Ph.D. in Microbiology

Oregon Health and Science University: Ph.D. in Molecular Microbiology and Immunology

These programs share certain core educational components with the program proposed here. The American Society for Microbiology provides guidelines, which many programs across the country follow. Nonetheless, these are guidelines, and the implementation of these guidelines is open to much interpretation, particularly in light of the broadness of the discipline. Those departments associated with Medical or Veterinary schools undoubtedly focus on more clinical Microbiology, whereas those residing within Colleges of Agriculture lean more toward agricultural microbiology. As in Idaho, the individual training provided to students within each department is a function of the research specialties of the faculty involved in the program.

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.

Idaho State University has the “Health Professions” mission in the state of Idaho. This entails providing educational services/coursework associated with the diverse undergraduate and graduate programs at Idaho State University, as well as distance offerings to other academic units within the state. A core component of undergraduate and graduate education is providing opportunities for students to engage in scholarly research. Options for conducting this research at the graduate level in the field of Microbiology are currently limited at Idaho State University due to ability of the university to offer only a Master of Science degree in Microbiology. With a large number of faculty at Idaho State University currently engaged in biomedical research relating to infectious diseases and pathogenic organisms, the lack of a Ph.D.-level program in Microbiology hampers our ability to attract graduate students with biomedically related interests. Furthermore, some of Idaho’s “best and brightest” who would prefer to continue their education in Idaho find themselves forced to accept positions in Ph.D. programs in other states to meet their research needs and interests. Approval by the State Board of Education for the initiation of a Ph.D. in Microbiology at Idaho State University would support Idaho State University’s health professions mission at the undergraduate and graduate levels, and would provide a boost overall to efforts by ISU faculty members to conduct vigorous research programs in biomedical areas and maintain a standard of excellence in all areas of student education.

5. **Demand** – address student, regional and statewide needs.
 - a. Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board’s policy on outcome assessment.)
 - b. Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.

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

- 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.

a. Needs assessment:

The training of doctoral level scientists in Microbiology is quite distinct from that required for students in other disciplines in the Biological Sciences. The inability to distinguish such specialized training by offering Ph.D. students only a Ph.D. in Biology limits Idaho State University's ability to attract doctoral students interested in Microbiology and Biochemistry. Approximately one quarter of the Ph.D. degrees awarded in Biology over the past 10 years have been from laboratories engaged in Microbiology research. Many of the Department's M.S. graduates in Microbiology leave ISU to pursue doctorates at other institutions offering dedicated Ph.D. programs in Microbiology. The most talented Microbiology B.S. students who are interested in entering a Ph.D. program directly leave ISU to pursue programs with more specialized degrees. Recent initiatives by ISU Department of Biological Sciences faculty in a number of areas related to infectious disease and extremophilic microorganisms have led to increased interest by students in pursuing graduate studies in these research areas (see table in section b). The ability to offer a Ph.D. in Microbiology would enable ISU to attract a greater number of these students on a national and regional level, thus strengthening the Health Professions mission of the Department of Biological Sciences and ISU.

The regional emphasis on health professions-related training demands a greater emphasis on basic research training to provide the basis for those more applied occupations. Existing local biotech industries have supported the M.S. program in the past (e.g. Global Food Technologies, Northwind). Graduates of this program are expected to contribute locally and statewide to the growing Biotechnology corridor, both by joining existing efforts as well as initiating new ones. Ph.D. level basic scientists are also in demand regionally at the nearby Idaho National Laboratory, which has an active Microbiology research unit focusing on energy issues. Many undergraduate students at ISU are place-bound by family constraints (working spouse, children in school) and will sacrifice furthering their careers rather than move. By offering more graduate programs, particularly one such as this program which positions graduates to enter a high tech profession, ISU has the advantage of being able to tap into this "captive" audience that other universities do not have access to.

Using the current Ph.D. program in Biology as a guide, we have crafted a program proposal that incorporates the unique training required of Microbiologists at the Ph.D. level. As the state of Idaho diversifies its economy from agriculture to a more balanced employer-base that includes biotechnology and pharmaceutical industries, the proposed Microbiology Ph.D. program would position Idaho State University to play a key role in helping to train Idaho's workforce for the 21st century. The ability to offer such a program at ISU would also enable Idaho institutions to retain our highly qualified and motivated students in-state for their advanced degree training, making it more likely that Idaho's 21st century workforce would consist of more native Idahoans. Senior scientists at the Idaho National Laboratory (INL) have reviewed the program favorably.

Comments by Dr. William Apel:

"...I think offering a Ph.D. in microbiology is an excellent idea. Frankly, with the current almost blinding expansion of biotechnology, and the specialization that is inherent in that expansion, a Ph.D. degree in "Biology" lacks focus, and carries the stigma of a degree from a small school that does not have the resources to offer more specialized and meaningful degrees.

With that said, knowing the microbiology and biochemistry faculty at ISU, I am certain ISU can offer a strong and meaningful Ph.D. in Microbiology. Such a degree would enhance your students' employment potential. Bottom line, I strongly endorse ISU offering this degree and wish you the best of luck in working with the State Board of Education to establish a Ph.D. in microbiology degree program."

Comments by Dr. Francisco Roberto:

"...I think it's reasonable for the Biological Sciences department to consider offering a specialized PhD in microbiology, and believe that it would have benefits for your graduates primarily by expanding the potential job market available to them. While our history of hiring ISU grads reflects that it's easier to hire a BS/MS level graduate (and we definitely have more opportunities for them), we have had openings recently for PhD scientists that would have been unavailable to your students because of that requirement.

My concern in the past has been the amount of resources it takes to run a good PhD program, but you (Dr. Peter P. Sheridan) and Malcolm (Dr. Malcolm S. Shields) have both raised the bar in terms of the caliber and rigor of the microbiology curriculum at ISU. There also seems to be an increasing flow of research dollars that could support good dissertation projects."

b. Students:

We anticipate that most students will be new, full-time enrollees. As the program becomes established, students will apply directly into this program after finishing either a B.S. or M.S. degree, from ISU or elsewhere. At the outset, however, the program will most likely be populated by students currently enrolled in the Biology Ph.D. program who are pursuing a Microbiology emphasis (there are at least 4 such students at this time). Students pursuing an M.S. degree in Microbiology may also opt to switch into the Ph.D. program once it is offered.

It is expected that some employees of the nearby Idaho National Laboratory will enroll in the program, most likely as part-time students. This model, although unusual nationwide, has been successfully implemented in the recently approved Applied Physics program at ISU. The INL has long supported graduate education for its employees, and many research projects can be funded through internal mechanisms at the INL. The 4-day work week at INL combined with flexible graduate class offerings at ISU has enabled some employees to continue working full-time while classwork is completed. Once the research project is established, more time is required on campus, which generally requires a release from work for some specified amount of time to complete dissertation research. Clearly completion of the degree takes longer than for a full-time student.

Although shifting enrollment from the Biology Ph.D. will account for 100% of the students in the first year, new enrollees (students who would have pursued a Ph.D. in Microbiology elsewhere without this program) are expected to make up the majority of the students by Year 3.

Data presented in the table below show the estimated enrollment if a Ph.D. program in Microbiology was currently being offered at Idaho State University. There would be 13 Microbiology Ph.D. students at ISU, and projected back enrollments for academic years 2007 and 2006 (12 and 11 students, respectively) indicate increasing/steady demand among recruited graduate students for this option. Enrollment numbers for a somewhat similar program at the University of Idaho for academic years 2006, 2005, and 2004 were 24, 27, and 28, respectively.

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

Last three years beginning with the current year

Institution	Relevant Enrollment Data				Number of Graduates			
	Current	Previous Year (2009)	Previous Year (2008)	Previous Year (2007)	Current	Previous Year (2009)	Previous Year (2008)	Previous Year (2007)
BSU	NA	NA	NA	NA	NA	NA	NA	NA
CSI	NA	NA	NA	NA	NA	NA	NA	NA

ATTACHMENT 1

Relevant Enrollment Data					Number of Graduates			
					Current	Previous Year 09	08	07
EITC	NA	NA	NA	NA	NA	NA	NA	NA
ISU	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence	Estimate if program in existence
Dept. of Biological Sciences	4	3	1	7	0	0	0	6
LCSC	NA	NA	NA	NA	NA	NA	NA	NA
NIC	NA	NA	NA	NA	NA	NA	NA	NA
UI	22	26	25	21	4	5	7	5
Dept. of Microbiology, Molecular Biology, and Biochemistry	(Data for 2010)	(Data for 2009)	(Data for 2008)	(Data for 2007)	Estimate (Data for 2010)	(Data for 2009)	(Data for 2008)	(Data for 2007)

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 09		FY 10		FY 11	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments			4	4	8	8
B. Shifting enrollments	4	4	1	1		

II. EXPENDITURES

	FY 09		FY 10		FY 11	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs	0	0	0	0	0	0
1. Faculty	0	0	0	0	0	0
2. Administrators	0	0	0	0	0	0
3. Adjunct faculty	0	0	0	0	0	0
4. Graduate/instructional assistants	0	0	0	0	0	0
5. Research personnel	0	0	0	0	0	0
6. Support personnel	0	0	0	0	0	0
7. Fringe benefits	0	0	0	0	0	0
8. Other: _____	0	0	0	0	0	0
Total FTE Personnel And Costs;	0	0	0	0	0	0
	FY 09		FY 10		FY 11	
B. Operating expenditures						
1. Travel	0		0		0	
2. Professional services	0		0		0	
3. Other services	0		0		0	
4. Communications	0		0		0	
5. Utilities	0		0		0	
6. Materials & supplies	0		0		0	
7. Rentals	0		0		0	
8. Repairs & maintenance	0		0		0	
9. Materials & goods for manufacture & resale	0		0		0	
10. Miscellaneous	0		0		0	
Total Operating Expenditures:	0		0		0	

	FY <u>09</u>	FY <u>10</u>	FY <u>11</u>
C. Capital Outlay			
1. Library resources	7500	1500	1500
2. Equipment	0	0	0
Total Capital Outlay:	0	0	0
D. Physical facilities			
Construction or major Renovation	0	0	0
E. Indirect costs (overhead)	0	0	0
GRAND TOTAL EXPENDITURES:	7500	1500	1500

III. REVENUES

	FY <u>09</u>	FY <u>10</u>	FY <u>11</u>
A. Source of funds			
1. Appropriated funds -- Reallocation -- MCO	1500	1500	1500
	0	0	0
2. Appropriated funds -- New -- MCO	0	0	0
3. Federal funds	0	0	0
4. Other grants	0	0	0
5. Fees	0	0	0
6. Other: Indirects	6000	0	0
GRANT TOTAL REVENUES:	7500	1500	1500

	FY <u>09</u>	FY <u>10</u>	FY <u>11</u>
B. Nature of Funds			
1. Recurring*	1500	1500	1500
2. Non-recurring**	6000	0	0
GRANT TOTAL REVENUES:	7500	1500	1500

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

No additional requested

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

Name, Position, And Rank	Annual Salary Rate	FTE Assignment to this Program	Program Salary Dollars	Percent of Salary Dollars to Program
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No additional requested

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

No additional requested

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.

University Librarian requests additional books be purchased during the first year, and continuing journal subscriptions for support of this program.

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

Funding is required in year 1 (\$6000) for purchase of books specific to the discipline, as well as \$1500 per year reallocated for journal subscriptions.

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

(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.

The facilities provided by the Department of Biological Sciences at Idaho State University include walk-in incubators and cold rooms, several departmental autoclaves, three high speed and one ultra centrifuge, and support staff for microbiological research. Computers and other laboratory equipment reside in the laboratories of the individual faculty members, and include standard microbiological and molecular biological equipment (microscopes, PCR machines, incubators, refrigerators, freezers, etc.). This equipment is currently being used to train students in Microbiology.

Also available to graduate students in Microbiology is the Molecular Research Core Facility (MRCF), a campus-wide, state-of-the-art facility housed in the Gale Life Sciences building. This facility provides automated DNA sequencing and microsatellite analysis (Genotyping), PCR, quantitative PCR, electrophoresis, and gel documentation and analysis. For DNA and RNA quantification, the MRCF offers a NanoDrop ND-1000 Spectrophotometer as well as an Agilent 2100 Bioanalyzer. Gel documentation and imaging hardware available includes a Bio-Rad VersaDoc 3000 Imager for fluorescence, chemiluminescence, chemifluorescence, densitometry, and gel documentation and a Bio-Rad Personal FX Phosphorimager, with both large and small screen format. Also available for common use are several refrigerated microfuges and centrifuges, and a Symbiosis ProtoCOL HR Automated Colony Counting and Zone Sizing System. Also housed in the MRCF is an Agilent 48-slide microarray scanner, hybridization oven and GeneSpring software. Digital imaging microscopy systems included in the MRCF are a Leica DMRB based system and a Leica DMRA deconvolution and three-dimensional processing scope. Eighteen computers, including 5 MacIntosh, are available for use within the MRCF.

Other campus-wide facilities include the Idaho Accelerator Center, the ILEIA Mass Spectrometry Facility, and a Flow Cytometry Facility located in the College of Pharmacy, adding additional technical and analytical resources to students enrolled in the Microbiology Ph.D. program.

e. Revenue Sources

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

Reallocation from Departmental funds. Little/no impact on other programs

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

The program does not rely on grants, special fee arrangements or contracts. Nevertheless, Microbiology faculty have an excellent track record of obtaining external grants, which funds a variety of individual and collaborative research programs and provides monetary support for Microbiology Ph.D. students. The additional funds for library resources come from departmental indirect accounts.

IDAHO STATE UNIVERSITY

External Reviewers for Notice of Intent

Program: Microbiology PhD Program

College: College of Arts and Sciences

Reviewed by: Smith / Maloy

Please provide comments regarding the following:

National/Regional need for this proposed program:

There is a growing need for students trained in microbiology research. This need is driven in part by the impact of bioterrorism, the threat of emerging infectious diseases, the potential for development of new microbial-based biofuels, and the central role of microbiology in the biotechnology industry. This need is also clearly reflected in funding priorities of federal funding agencies. Although there are microbiology graduate programs at many universities, no single institution can accommodate the diversity of microbiology research areas coupled with the distinct needs and opportunities of regional communities.

Several unique features of the proposed Microbiology PhD program at Idaho State University provide compelling arguments from the perspective of students, the university, the region, and the state. From the student perspective, this is a very attractive program that will provide opportunities for training in a high demand scientific discipline. From the university perspective, this program will increase the ability to attract federal funding that will support scientific research and enhance the reputation of the university. From the regional perspective, this program both serves a large group of highly qualified local students who may not want to leave the region for graduate training, and will provide potential "spin-off" biotechnology companies as well as the workforce needed for the development of a robust biotechnology industry. From the state perspective, this program will expand the expertise in the field of microbiology with distinct interests and skills in different regions of the state, and will help attract clean, high tech, high paying jobs to the state.

An example of the unique expertise within the microbiology program at Idaho State University is the study of extremophiles, microbes that are unusually resistant to extreme environmental or artificial stresses. Idaho State University microbiology faculty have developed well funded research in this field and have taken advantage of the excellent nuclear accelerator facilities on the campus that are without question among the best in the US. Extremophile research has broad and important applications in both the biomedical and bioenergy fields. Graduate students working in this arena of microbiological research will have the benefit of learning and training with some of the leaders in this area.

Quality of the proposed curriculum:

The proposed curriculum is both rigorous and comprehensive. The faculty have invested serious time and effort in the design of a curriculum that will position graduate students in the program for professional success. In fact, the diversity of courses and the number of units required could be reduced without compromising the quality of the graduate program.

Quality of the program faculty in relation to meeting the needs of the proposed program:

The faculty are productive, externally-funded, active researchers dedicated to the proposed program. Although a faculty with strong publication records is a common hallmark of excellent PhD programs, the faculty at Idaho State University are distinguished from other graduate programs in two ways: (1) the faculty have a long and proven history of dedicating themselves to working closely with students, with the faculty sharing a common interest in the success of all students in the program rather than focusing only on those students in their own research lab; (2) the faculty work closely with their students "at the bench", providing direct mentoring of students in experimental skills, the scientific process, and research ethics. It is clear that graduate students currently working with Idaho State's microbiology faculty recognize the benefit they receive because of the close working relationships they develop with the faculty. These qualities will be attractive to future graduate students as well and will serve as valuable recruitment variables. Scientists at the nearby Idaho National Laboratories have also been serving as science mentors and student advisors in their role as adjunct faculty.

Quality of Graduate School support:

The program will receive administrative support from the Graduate School, providing help with student applications, requirements, etc. However, the program will not rely on the Graduate School for financial support.

Quality and evidence of support for Doctoral candidates:

The faculty are clearly very supportive of the research and education of PhD candidates and have a history of successfully graduating high quality young professionals. The level of faculty support for students includes the acquisition of the external funding needed to provide the supplies and equipment needed to conduct research, as well as research assistantships for most students. The program would benefit from additional teaching assistantships to support PhD students.

Level of Institutional support:

The administration – including the Biology Department Chair, the Dean of the College of Arts and Sciences, the Dean of the Graduate College, and the Provost – universally expressed strong support for this program. At all of the administrative levels, it is clearly understood that the Microbiology Ph.D. is absolutely relevant to the health sciences education mission of the university and that faculty in the program must be given wide latitude in their professional roles to make the proposed program a success.

Nevertheless, because the Microbiology PhD program will be a spin-off of the existing doctorate in biology program, the Microbiology PhD program can be developed with relatively low initial cost to the institution. As the benefits of a separate Microbiology PhD program are reaped, additional financial support for this program would be an excellent investment for the university.

Quality of facilities (classrooms, candidate offices, technical support for candidates):

The offices, laboratories, and research facilities are clearly sufficient for the proposed program. Faculty laboratories of many of the program faculty have undergone upgrades and remodeling over the course of the past few years to reflect the increasing needs of active and productive research efforts. Faculty are located in two buildings, with some issues related to the availability of distilled water, autoclave facilities, and natural gas in the auxiliary building. The program might benefit from moving those research labs to the main research building, but this would demand care to co-locate collaborating faculty in adjacent space. Outstanding centralized research facilities and resources exist in the form of the Molecular Research Core Facility and a microscopy and imaging center. These innovative facilities were established with federal agency funding and have seen several upgrades and expansion in recent years (also supported by federal funding) to offer state of the art research measurements to microbiological researchers at Idaho State University. Both faculty and students also remarked on the improvement of information resources in the science field, particularly enhanced interlibrary loan processes and electronic journal access at the university.

The teaching labs are small, limiting class sizes. Larger teaching labs would enhance teaching efficiency and student access.

Interest and support of students:

Both undergraduate and MS students expressed robust support for the program. Most of the students said that they strongly desired a degree in Microbiology vs a related field (e.g. Biology). In addition, many students said that they would be very interested in pursuing a PhD in Microbiology at Idaho State University, and if such a program was not available they would probably go to a program in another state. The importance of students receiving a doctoral degree with a more relevant name — “microbiology”- should not be underestimated; it will be to the advantage of these students as they pursue professional positions.

Students commented favorably on the strength of the microbiology faculty, the personal attention available in a smaller graduate program, the highly collaborative microbiology group, and the rigor of the program. It is likely that the favorable reputation that the current faculty and programs enjoy now will translate into success in student recruitment in the future.

Other criteria specific to this program (optional):

Several comments and suggestions that are not essential for the success of the program, but may enhance the program include:

- Inclusion of a training component (workshop, class, etc) focused on skills and knowledge required for success in the biotechnology industry, possibly including speakers from the biotechnology and pharmaceutical industry
- Inclusion of additional microbiology faculty from Boise State University and the Idaho National Laboratories as adjunct faculty in the Idaho State University Microbiology PhD program
- Streamline the curriculum, eliminating unnecessary courses, and combining courses when possible, and team teaching at both the undergraduate and graduate level; the extensive number of courses currently offered will limit the time faculty have to train students

- Adjusting the workload of research active faculty to ensure adequate time to maintain rigorous research programs and adequate time for mentoring of research students
- Increase the number of outside seminar speakers in the field of microbiology; this will both provide valuable networking opportunities for graduate students and faculty, and will enhance the reputation of the program and the university
- Increase TA support for microbiology courses and thereby provide valuable support for PhD students in the first year of the program and faculty with more time to interact with research students
- Clarify graduate student requirements, clearly specifying deadlines and rationale for requirements and providing written input from the graduate committee at each stage of training
- Clarify the unique and valuable role of the nearby Idaho National Labs (INL), both in providing collaborative opportunities with students and faculty in the program and in serving the needs of students who are also employees of the INL who receive PhD training in a non-traditional model.
- Clarify the potential of the program for catalyzing biotechnology in the Pocatello and southeast Idaho and Intermountain regions.
- The unique highly positive relationship that permeates the faculty-student culture in the department could be leveraged to step-up research training and learning opportunities.

Attachment 2.

Doctor of Philosophy in Microbiology

The degree of Doctor of Philosophy is granted for proven ability, independent investigation, and scholarly attainment in a special field. Although it is primarily a research degree and is not granted solely on the completion of a certain number of credits, there are specific course requirements that must be met. The training of a Ph.D.-level Microbiologist is based on a strong foundation in Mathematics, Chemistry, Genetics, Molecular Biology, and Biochemistry in addition to extensive coursework in the various disciplines within the field of Microbiology. This base is built upon advanced course work in the major sub-disciplines of Microbiology (Molecular Biology, Biochemistry and Physiology, Genetics, Biotechnology, Virology, Industrial and Environmental Microbiology, and Medical Microbiology) as the student focuses his/her area of interest.

Admission

Applicants Who Hold a Master's Degree ✕

Application to the Ph.D. program in Microbiology requires (1) at least a 3.0 grade point average (GPA) for all upper division credits taken in the previous degree program, (2) scores in the 35th percentile or higher on the verbal and quantitative sections of the Graduate Record Exam (GRE), (3) submission of scores for the GRE Biology or Biochemistry subject area exam, and (4) completed application forms for the Graduate School and Department of Biological Sciences, including three letters of recommendation. Scores in the verbal, quantitative, and analytical sections of the GRE must be submitted before entrance can be considered. Foreign students may be accepted without GRE scores, with the requirement that they take the GRE during their first semester in residence. Individuals for whom English is a second language must meet the Graduate School minimal TOEFL score.

Applicants who do not meet the minimum GPA and/or GRE requirements may be admitted under "Classified (w/PR)" status. The conditions of acceptance will be specified on the applicant's Approval for Admission to Graduate School form. In some cases, students may be required to retake the GRE during their first semester in residence. Students admitted under "Classified (w/PR)" status because of low/missing GRE scores will be transferred to "Classified" status if new GRE scores that meet the minimal requirement are submitted. Failure to meet the minimum GRE standards during the first year of residence may result in expulsion from the program. Students under "Classified (w/PR)" status must petition the Graduate Programs Committee for transfer to "Classified" status after a year of graduate work and successful remediation of any deficiencies in coursework or GRE scores. This petition will include a recommendation from the student's Advisory Committee signed by the research advisor. Continuation in the Microbiology Ph.D. program is contingent upon approval of transfer to "Classified" status. In rare cases, the Graduate Programs Committee may grant approval for a student to remain on "Classified (w/PR)" status for a second year. Any student with "Classified (w/PR)" status who has not been approved for transfer to "Classified" status by the end of his/her second year will be dismissed from the program. Acceptance into the Microbiology Ph.D. program must be approved by the Microbiology Graduate Program committee.

Applicants Who Do Not Hold a Master's Degree ✕

For applicants who hold only a Bachelor's degree, acceptance into the Microbiology Ph.D. program requires a minimum of a 3.0 GPA for all undergraduate work, scores in the 50th percentile or higher on the verbal and quantitative sections of the GRE, and submission of scores for the GRE Biology or Biochemistry subject area exam. No waiver of GRE scores is allowed except in the case of students for whom English is a second language who receive a lower verbal GRE score; these individuals must meet the Graduate School minimal TOEFL score. The application must include three letters of recommendation. The application must be approved by the Departmental Microbiology Program Committee.

Students in the Microbiology or Biology M.S. program may be permitted to change to the Microbiology Ph.D. program with approval of the Microbiology Graduate Program Committee. Application for change must include 1) a letter from the student that provides a rationale for the status change and 2) a letter of support from the research advisor.

Prerequisites

The following courses are recommended prerequisites for the Microbiology Ph.D. program. The student's committee may make recommendations for meeting prerequisite requirements, but the Microbiology Graduate Program Committee must approve any substitution to the courses listed below. Any student who has not met these requirements through previous course work must take these courses as part of his/her graduate program. Coursework taken at the undergraduate level to satisfy deficiencies does not count toward the graduate degree; however, they must appear on the student's Planned Program of Study. Coursework taken at the undergraduate level to satisfy deficiencies must be taken for letter grades and the grades earned must be "C" or better. It is expected that applicants to the program will have a broad background in Biology, and will have completed coursework at the undergraduate level in the following areas:

- 1 semester of Calculus (Calculus through Multivariable Calculus recommended)
- 1 year of General Chemistry
- 1 year of Organic Chemistry
- 1 year of Physics
- 1 semester of Quantitative Analysis, Analytical Chemistry, or Inorganic Chemistry
- 1 semester of Statistics or equivalent
- Genetics
- General Microbiology

Coursework deficiencies will be determined by the Microbiology Graduate Program Committee. Deficiencies will be made up in the first year of study. The Microbiology Ph.D. program will be tailored to the requirements of the student's program of study (as determined by the student's Advisory Committee), and will include coursework to rectify any deficiencies as determined by the Microbiology Graduate Program Committee.

Graduate Coursework in the Microbiology Ph.D. program

The intent of the Microbiology Ph.D. program is to produce scientists with a broad background in the major sub-disciplines of Microbiology, while ensuring focused study in their major field of interest. The student's Graduate Advisory Committee will direct the student to specific course offerings within the

Department and University to satisfy coursework guidelines. The three core areas in the Microbiology Ph.D. program are:

- Biochemistry, Genetics, Molecular Biology, and Physiology of Microorganisms
 - Immunology, Virology, and Medical Microbiology
 - Microbial Ecology and Applied, Industrial, and Environmental Microbiology
- 18 credits*

Students in the Microbiology Ph.D. program will take at least 30 credits of formal graduate coursework (at least 15 credits will be at the 600-level). The following courses are NOT to be considered part of this 30 credits of formal graduate coursework: BIOL 581-582 Independent Problems; BIOL 648 Graduate Problems; BIOL 650 Thesis; BIOL 699 Doctoral Dissertation. Six credits will consist of BIOL 695 Graduate Seminar in Microbiology. Six credits of courses will be taken in each of the three Microbiology core areas (18 credits total). The remaining 6 credits will be taken in any one of the three core areas or in subject areas recommended by the student's Advisory Committee. It is expected that students in the Microbiology Ph.D. program will complete the majority of their coursework by the end of their 4th semester (or equivalent) in the program. Students in the Microbiology Ph.D. program may be required to take other courses (as determined by recommendation of the student's Graduate Advisory Committee). The 6 credits of Graduate Seminar in Microbiology may be taken at any time during the student's residence in the Microbiology Ph.D. program, but it is recommended that the student start taking Graduate Seminar no later than their 5th semester (or equivalent) in the program. The specific course list for each student will be determined by the student's Graduate Advisory Committee based on the criteria outlined in this document. Students who have already received an M.S. degree may transfer 9 credits of graduate level work, providing a grade of "B" or higher was earned. Transfer of credits is subject to approval by the Graduate Programs Committee. Specific course requirements include:

BIOL 695 Graduate Seminar in Microbiology	6 credits
Microbiology Core Area Courses	18 credits (6 credits in each area)
Advisory Committee recommended Courses	6 credits minimum

Residency Requirements

The equivalent of at least four years of full-time study (minimum of 75 graduate credits) is required and the research upon which it is based should compose a substantial portion of the program and involve original work. Part of the work may be completed elsewhere with the approval of a student's Advisory Committee, but two consecutive regular semesters of full-time study must be taken in residence at this university.

Advisory Committee

The student's Advisory Committee will consist of the graduate research advisor and (at least) three additional members of the graduate faculty who are chosen by the student in consultation with the research advisor. It is the student's responsibility to contact members of the faculty to ascertain their willingness to serve. The Advisory Committee may include individuals from other departments or persons from outside the University who hold affiliate rank in the Department, with the approval of the Dean of Graduate Studies, but the majority of any committee must consist of regular departmental faculty.

The final member of the student's Advisory Committee is a Graduate Faculty Representative (GFR) from outside the Department who is appointed by the Dean of Graduate Studies. The Dean will automatically

appoint a GFR to participate in the defense of the dissertation if one has not been appointed before that time. However, it has been traditional for the GFR to be an active member of the Advisory Committee who participated in committee meetings and the Comprehensive Examination. In such cases, the student must submit a request in writing to the Dean of Graduate Studies that a particular individual be appointed. The GFR must be a member of the Graduate Faculty of Idaho State University.

Comprehensive Examination and Research Proposal Seminar

Before submission of the final program of study, the student must pass a Comprehensive Examination intended to test his/her knowledge of the relevant sub-disciplines within the field of Microbiology which pertain to their dissertation research project(s). The student will be admitted to this examination when the student is considered by his/her Advisory Committee to be adequately prepared. This is to be interpreted as allowing the student to take the Comprehensive Exam, even though some courses remain to be taken for the completion of the student's program of study. The Comprehensive Examination should be taken following the 2nd semester (or equivalent) of residence in the Microbiology Ph.D. program, and prior to the end of the student's 5th semester (or equivalent) in the program. Several months (3 to 6) prior to the intended date for examination, the student should meet with his/her Advisory Committee to seek approval to schedule the exam. If approval is given, the student may at that time ascertain from the committee which topical areas will be covered and which committee member will be responsible for each. Students should meet individually with committee members to determine more specifically what materials will be pertinent and how to prepare for the exam. The examination will consist of a written and an oral portion, which will be administered during a closed session following the student's public Research Proposal Seminar. Both portions must be passed satisfactorily in order to complete the comprehensive requirements.

The written portion of the Comprehensive Exam should not be less than 25 hours nor more than 40 hours of actual writing time. Normally the written exams will be completed within the span of one week. The written portion of the Comprehensive Examination generally will involve the student applying the knowledge gained through graduate coursework and readings suggested by the Advisory Committee. The examination will consist of five sections, each meant to be answered by a five-hour essay. The specific topic areas covered will be determined by the student's Advisory Committee. Grading on the written portion will be on a Pass/Fail basis with four of the five sections graded satisfactory required for a Pass. If the student fails two or more sections of the written portion of the exam, the student's Advisory Committee will convene to determine if the student will be allowed to remain in the program. The student's Advisory Committee may recommend one of three options: dismissal from the program; transfer from the Microbiology Ph.D. program to the Microbiology M.S. program; or re-examination of the failed sections of the written exam. Failed sections may be repeated once, at a time designated by the student's Advisory Committee, but within a year of the original examination. If a student has not passed all the written sections after repeating the failed sections once, that student will be dismissed from the program. The completed and graded written portion of the Comprehensive Exam is to be deposited in the student's department file.

Students pursuing the Microbiology Ph.D. are required to present a Seminar based on their Research Proposal to the Department of Biological Sciences prior to the end of their 5th semester (or equivalent) in the program. The seminar will be given during a scheduled meeting time of the Graduate Seminar in Microbiology (BIOL 695) and will be considered part of the course requirements for that student. The purposes of Research Proposal Seminar is to assess the student's potential for graduate study at the doctoral level, to determine areas in which the student shows strength or weakness, and to assess the student's ability to assimilate, evaluate, and synthesize subject matter. Immediately after the seminar, the student will meet in closed session with his/her Advisory Committee to review and critique the Research

Proposal Seminar and the written portion of the Comprehensive Exam. This will qualify as the oral portion of the Comprehensive Exam.

The purpose of the oral portion of the examination following the Research Proposal Seminar is to provide an opportunity to clarify and explore further implications of the written examination as well as to present the student with new questions in the same general subject areas as those covered by the written exams, but it can also cover other areas that are relevant to the student's graduate program. The oral portions should not be given until after the written examination has been evaluated by all of the committee members, but no later than four weeks after completion of the written portion. The student must pass the written portion of the Comprehensive Exam prior to taking the oral portion of the Comprehensive Exam. The oral exam must be passed by simple majority vote of the Advisory Committee. Once a student has passed both the written and oral portions of the Comprehensive Exam, the student will be admitted to Candidacy in the Microbiology Ph.D. program. When the student has passed both written and oral portions of the Comprehensive Exam, the Advisory Committee should finalize and approve the student's Final Program of Study. The Advisory Committee may recommend additional coursework to strengthen the student's background in areas in which the student was considered weak. In case of failure, the student may be allowed to retake all or part of the oral examination at the discretion of his/her Advisory Committee. If a student fails the oral exam a second time, that student will be dismissed from the program.

Doctoral Dissertation

Every student working toward the Microbiology Ph.D. degree must submit a dissertation embodying the results of original and creative research. The dissertation must demonstrate the student's ability in independent investigation and must be a contribution to scientific knowledge. It must display mastery of the literature of the subject field and must demonstrate an organized, coherent development of ideas, with a clear exposition of results and a creative discussion of the conclusions. Students may register for dissertation credit only after completion of all formal course work.

After the dissertation, in substantially final form, has been approved for format and content by the research advisor, and not later than two weeks before the date of the final examination, the student must personally deliver a copy of the dissertation to each member of the Advisory Committee.

Final Examination

The final examination of the dissertation will be conducted by the student's Advisory Committee including the GFR. Students are required to give a departmental seminar on the dissertation immediately preceding the final examination. The examination is concerned primarily with the student's research as embodied in the dissertation, but it may be broader and extend over fields of study related to the dissertation. Questions may be asked by committee members and those visitors specifically invited to do so by mutual agreement of the student's Advisory Committee and the Dean of Graduate Studies. A majority of the examining committee must approve the dissertation and the final examination.

Courses qualifying for credit in each Microbiology core area are:**Biochemistry, Genetics, Molecular Biology, and Physiology of Microorganisms**

<u>Course #</u>	<u>Course Title</u>	<u># Credits</u>
BIOL 533	Microbial Physiology and Lab	4 cr
BIOL 534	Microbial Diversity and Lab	4 cr
BIOL 537	Experimental Biochemistry	1 cr
BIOL 544	Molecular Biology and Lab	4 cr
BIOL 545	Biochemistry I	3 cr
BIOL 547	Biochemistry II	3 cr
BIOL 548	Advanced Experimental Biochemistry	2 cr
BIOL 561	Advanced Genetics	3 cr
BIOL 575	General Virology	3 cr
BIOL 577	Bacterial Virology Laboratory	1 cr
BIOL 578	Animal Virology Laboratory	1 cr
BIOL 588	Advanced Radiobiology	3 cr
BIOL 610	Principles of Molecular Biology	3 cr
BIOL 621	Advanced Methods in Microbiology	3 cr
BIOL 633	Advanced Microbial Physiology	3 cr
BIOL 634	Intermediary Metabolism	3 cr
BIOL 636	Experimental Intermediary Metabolism	2 cr
BIOL 659	Advanced Studies in Genetics	2-6 cr
BIOL 660	Selected Topics in Biochemistry	3 cr
BIOL 670	Selected Topics in Microbiology	1-4 cr
BIOL 675	Advanced Bacterial Virology	3 cr
BIOL 676	Advanced Animal Virology	3 cr
BIOL 599	Environmental Biotechnology	3 cr
BIOL 699	Microbial Biochemistry	3 cr
BIOL 599	Directed Evolution	3 cr
BIOL 599	Molecular Biotechnology	3 cr

Immunology, Virology, and Medical Microbiology

<u>Course #</u>	<u>Course Title</u>	<u># Credits</u>
BIOL 551	Immunology	3 cr
BIOL 551L	Immunology Lab	1 cr
BIOL 554	Advanced Immunology	3 cr
BIOL 555	Pathogenic Microbiology	3 cr
BIOL 555L	Pathogenic Microbiology Lab	2 cr
BIOL 561	Advanced Genetics	3 cr
BIOL 566	Medical Mycology	3 cr
BIOL 575	General Virology	3 cr
BIOL 577	Bacterial Virology Laboratory	1 cr
BIOL 578	Animal Virology Laboratory	1 cr
BIOL 621	Advanced Methods in Microbiology	3 cr
BIOL 641	Advanced Topics in Immunology/Immunohematology	1-4 cr
BIOL 675	Advanced Bacterial Virology	3 cr
BIOL 676	Advanced Animal Virology	3 cr
BIOL 699	Microbial Biochemistry	3 cr
PSCI 621	Biological Actions of Chemicals	3 cr
PSCI 622	Principles of Toxicology	3 cr

PSCI 626 Pharmacology of the Immune System/Infectious Diseases 3 cr

Microbial Ecology and Applied, Industrial, and Environmental Microbiology

<u>Course #</u>	<u>Course Title</u>	<u># Credits</u>
BIOL 534	Microbial Diversity and Lab	4 cr
BIOL 544	Molecular Biology and Lab	4 cr
BIOL 573	Applied and Environmental Microbiology and Lab	4 cr
BIOL 621	Advanced Methods in Microbiology	3 cr
BIOL 623	Soil and Ground Water Bioremediation	3 cr
BIOL 624	Microbial Ecology	3 cr
BIOL 599	Environmental Biotechnology	3 cr
BIOL 599	Molecular Biotechnology	3 cr
BIOL 699	Microbial Biochemistry	3 cr
CHEM 533	Environmental Chemistry	2 cr
CHEM 537	Environmental Chemistry Laboratory	1 cr
GEOL 520	Principles of Geochemistry	3 cr
GEOL 430	Principles of Hydrogeology	3 cr

Attachment 3.**All Graduate Courses Applicable to the Microbiology Ph.D. and M.S. Degree Programs**

BIOL 533	Microbial Physiology and Lab	4 cr
BIOL 534	Microbial Diversity and Lab	4 cr
BIOL 537	Experimental Biochemistry	1 cr
BIOL 544	Molecular Biology and Lab	4 cr
BIOL 545	Biochemistry I	3 cr
BIOL 547	Biochemistry II	3 cr
BIOL 548	Advanced Experimental Biochemistry	2 cr
BIOL 551	Immunology	3 cr
BIOL 551L	Immunology Lab	3 cr
BIOL 554	Advanced Immunology	3 cr
BIOL 555	Pathogenic Microbiology	3 cr
BIOL 555L	Pathogenic Microbiology Lab	2 cr
BIOL 561	Advanced Genetics	3 cr
BIOL 566	Medical Mycology	3 cr
BIOL 569	Special Topics in Microbiology	1-4 cr
BIOL 573	Applied and Environmental Microbiology and Lab	4 cr
BIOL 575	General Virology	3 cr
BIOL 577	Bacterial Virology Laboratory	1 cr
BIOL 578	Animal Virology Laboratory	1 cr
BIOL 581	Independent Problems	1-4 cr/semester
BIOL 582	Independent Problems	1-4 cr/semester
BIOL 588	Advanced Radiobiology	3 cr
BIOL 605	Biometry	4 cr
BIOL 606	Scientific Writing	3 cr
BIOL 610	Principles of Molecular Biology	3 cr
BIOL 621	Advanced Methods in Microbiology	3 cr
BIOL 623	Soil and Ground Water Bioremediation	3 cr
BIOL 624	Microbial Ecology	3 cr
BIOL 633	Advanced Microbial Physiology	3 cr
BIOL 634	Intermediary Metabolism	3 cr
BIOL 636	Experimental Intermediary Metabolism	2 cr
BIOL 641	Advanced Topics in Immunology/Immunohematology	1-4 cr
BIOL 648	Graduate Problems	1-9 cr/semester
BIOL 650	Thesis	1-6 cr/semester
BIOL 659	Advanced Studies in Genetics	2-6 cr
BIOL 660	Selected Topics in Biochemistry	3 cr
BIOL 670	Selected Topics in Microbiology	1-4 cr
BIOL 675	Advanced Bacterial Virology	3 cr
BIOL 676	Advanced Animal Virology	3 cr
BIOL 695	Graduate Seminar in Microbiology	1-3 cr
BIOL 699	Doctoral Dissertation	1-9 cr/semester
BIOL 599	Environmental Biotechnology	3 cr
BIOL 599	Directed Evolution	3 cr
BIOL 599	Molecular Biotechnology	3 cr
BIOL 599	Advanced Molecular Biology Lab Techniques	3 cr
BIOL 699	Microbial Biochemistry	3 cr

PSCI 621	Biological Actions of Chemicals	3 cr
PSCI 622	Principles of Toxicology	3 cr
PSCI 626	Pharmacology of the Immune System/Infectious Diseases	3 cr
CHEM 533	Environmental Chemistry	2 cr
CHEM 537	Environmental Chemistry Laboratory	1 cr
GEOL 520	Principles of Geochemistry	3 cr
GEOL 430	Principles of Hydrogeology	3 cr

Attachment 4.**Faculty Members in Microbiology, Research Areas and Recent Publications****Microbiology Faculty:****Linda C. DeVeaux, Ph.D.****Associate Professor, Department of Biological Sciences**

Responses of microorganisms to extremely high doses of ionizing radiation. General stress response mechanisms in bacteria and archaea. Adaptation to extreme conditions. (19-23, 34, 56, 59)

Caryn M. Evilia, Ph.D.**Assistant Professor, Departments of Chemistry and Biological Sciences**

Protein Structure and Function, Nucleic Acid Structure and Function, Protein Adaptation to Extreme Environments, Nucleic acid adaptation to Extreme Environments. (13-15, 25, 26, 44, 48)

Yongsheng Ma, Ph.D.**Assistant Professor, Department of Biological Sciences**

Gene regulation in both eukaryotic and prokaryotic systems; specifically, localization of gene promoters, identification of requisite transcription factors, and elucidation of the mechanisms through which gene expression is regulated. (3, 4, 10, 35, 36, 42, 43, 49-51, 78-80)

Timothy S. Magnuson, Ph.D.**Associate Professor, Department of Biological Sciences**

Biochemistry, Physiology, and Genomics of Metal- and Mineral-Transforming Microbes; Bioenergy and Biofuels; Microbial Ecophysiology of Extreme Environments; Development of New Methods in Microbial Ecology (9, 17, 18, 27, 41, 45, 47, 52, 53)

Gene M. Scalarone, Ph.D.**Professor, Department of Biological Sciences**

Studies on fungal immunology: Production and evaluation of antigenic reagents, including purification and characterization of the immunoreactive components of the systemic fungal organisms. Development of improved immunoassays for the clinical diagnosis of blastomycosis (ELISA methods plus studies on delayed dermal hypersensitivity). Comparative studies on isolates of *Blastomyces dermatitidis* from various geographical regions of the United States and other countries. (1, 2, 5-8, 11, 12, 24, 28, 37, 38, 40, 54, 55, 58, 61, 63, 65-67, 73-75, 77)

Peter P. Sheridan, Ph.D.**Associate Professor, Department of Biological Sciences**

Evolution of Protein Structure and Function, Molecular Biology of Adaptation to Extreme Environments, Biogeochemistry of Novel Prokaryotic Isolates, Microbial Molecular Biology, Microbial Diversity and Evolution of Prokaryotes, Detection of Microorganisms in the Environment, Emerging Infectious Diseases.

(16, 29-32, 39, 46, 57, 60, 62, 68-72, 76)

Malcolm S. Shields, Ph.D.**Associate Professor, Department of Biological Sciences**

The evolution, diversity and environmental role of bacterial toxins; bacterial generation of electricity in Microbial Fuel Cells; ultrasonic and ultraviolet treatment methods for water disinfection systems; construction and delivery systems for fish genetic-vaccine vectors; the role of gene products in the developmental cycle of *Dictyostelium* using RNAi and genetic knockout, monitoring methods for DNA from environmental and low concentration samples

(30, 33, 46, 64, 76)

Vern D. Winston, Ph.D.**Professor, Department of Biological Sciences**

Evolution of fish viruses

(44)

Supporting Faculty (within ISU):**Dring Crowell, Ph.D.****Professor, Department of Biological Sciences**

Plant Biochemistry

Affiliate Faculty (outside of ISU):

Dr. William Apel, Idaho National Laboratory

Dr. Yoshiko Fujita, Idaho National Laboratory

Dr. Hope Lee, Idaho National Laboratory

Dr. Deborah Newby, Idaho National Laboratory

Dr. David Reed, Idaho National Laboratory

Dr. Francisco Roberto, Idaho National Laboratory

Dr. Thomas Schwan, Rocky Mountain Laboratories

Dr. Dennis Stevens, Veterans Affairs Medical Center, Boise

Dr. Maribeth Watwood, Northern Arizona University

Publications of ISU Microbiology Faculty, 2000-Present

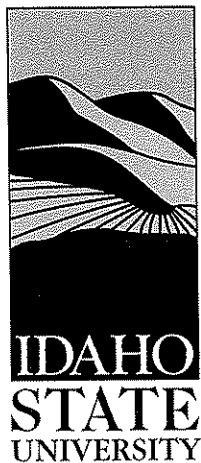
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3. **Aldape, M. J., A. E. Bryant, E. J. Katahira, A. M. Hajjar, S. M. Finegold, Y. Ma, and D. L. Stevens.** 2009. Innate immune recognition of, and response to, *Clostridium sordellii*. *Anaerobe*.
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6. **Axtell, R. C., and G. M. Scalarone.** 2002. Serological differences in two *Blastomyces dermatitidis* isolates from different geographical regions of North America. *Mycopathologia* **153**:141-4.
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11. **Bybee, M. L., K. A. Jenson, J. J. Hayden, S. D. Clark, S. J. Stadelman, and G. M. Scalarone.** 2007. A comparative evaluation of two enzyme-linked immunosorbent assays (ELISA) for the detection of *Blastomyces dermatitidis* and *Histoplasma capsulatum* antibodies. *Proceedings of the 49th Annual Meeting of the Idaho Academy of Science* **42**.
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**Provost and
Vice President for
Academic Affairs**

921 South 8th Avenue
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Pocatello, Idaho
83209-8063

November 30, 2009

Dr. Dale Bower
Chief Academic Officer
Idaho State Board of Education
650 West State Street, Suite 307
PO Box 83720
Boise, ID 83720-0037


Dear Dale:

Idaho State University is seeking approval for the following Full Proposal:

- 2007-17 Ph.D. in Microbiology

Please do not hesitate to contact me should you need additional information.

Best regards,



Gary A. Olson, Ph.D.
Provost and Vice President

GAO/sh

Enclosures

CC: Dr. Scott Hughes, Interim Dean, College of Arts and Sciences

Patty Sanchez

From: Scott Hamilton [scott.hamilton@my.eitc.edu]
Sent: Wednesday, December 02, 2009 10:48 AM
To: Patty Sanchez
Subject: RE: ISU Full Proposal for Review 12-1-09

EITC supports the new program.

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Tuesday, December 01, 2009 4:05 PM
To: Jim Munger; SheilaWeaver@boisestate.edu; Stacey Haase; Moore, Keri; stoutm@uidaho.edu; Donna Simpson; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez; Victor Watson
Cc: Dale Bower; Heather Champlain
Subject: ISU Full Proposal for Review 12-1-09

The Board office has received a full proposal from Idaho State University to create a Ph.D. in Microbiology. The peer review report is affixed to the full proposal attachment. Please note that the NOI was vetted at CAAP's July meeting.

Reviewers will have until **December 31, 2009** to review. Please let me know if you have any questions.

Thanks,

Patty Sanchez

Academic Affairs Program Manager
 Office of the Chief Academic Officer
 and CAAP and HERC Committees
 Office of the State Board of Education
 650 W. State St., P.O. Box 83720
 Boise, ID 83720-0037
 Phone: 208-332-1562
 Fax: 208-334-2632
 Email: Patty.Sanchez@osbe.idaho.gov
 Web: www.boardofed.idaho.gov

Patty Sanchez

From: Jay Lee [jalee@NIC.EDU]
Sent: Wednesday, December 09, 2009 4:48 PM
To: Patty Sanchez
Subject: RE: ISU Full Proposal for Review 12-1-09

Patty,
 NIC has no objections to the ISU proposal.
 Jay

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Tuesday, December 01, 2009 3:05 PM
To: Jim Munger; SheilaWeaver@boisestate.edu; Stacey Haase; Moore, Keri; stoutm@uidaho.edu; Donna Simpson; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez; Victor Watson
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Response to University of Idaho—ISU proposal for Ph.D. in Microbiology

Regarding the “Duplication” issue:

- There are at least 26 major areas recognized by the American Society for Microbiology. No single institution can focus doctoral-level education and research on all areas. Each institution has built its program on the strength of its research facilities, critical mass of faculty expertise, and other aspects of education and research infrastructure. According to the external review of the ISU proposed program:

“ Although there are microbiology graduate programs at many universities, no single institution can accommodate the diversity of microbiology research areas coupled with the distinct needs and opportunities of regional communities. Several unique features of the proposed Microbiology PhD program at Idaho State University provide compelling arguments.... From the regional perspective, this program both serves a large group of highly qualified local students who may not want to leave the region for graduate training, and will provide potential “spin-off” biotechnology companies as well as the workforce needed for the development of a robust biotechnology industry. From the state perspective, this program will expand the expertise in the field of microbiology with distinct interests and skills in different regions of the state, and will help attract clean, high tech, high paying jobs to the state. “

- ISU research is unique in the country. From the external review of the ISU program:

“An example of the unique expertise ...at Idaho State University is the study of extremophiles, microbes that are unusually resistant to extreme environmental or artificial stresses. Idaho State University microbiology faculty have developed well funded research in this field and have taken advantage of the excellent nuclear accelerator facilities on the campus that are without question among the best in the US. Extremophile research has broad and important applications in both the biomedical and bioenergy fields. Graduate students working in this arena of microbiological research will have the benefit of learning and training with some of the leaders in this area. “

That is, ISU’s facilities and expertise in these areas are unmatched within the State of Idaho.

Regarding UI’s concern that ISU will be unable to build and sustain this program:

- We appreciate the concern. However, as the external reviewers noted: “...because the Microbiology PhD program will be a spin-off of the existing doctorate in biology program, the Microbiology PhD program can be developed with relatively low initial cost to the institution.”
- In the last 10 years, 25% of the PhDs awarded in the Department of Biological Sciences would have been Microbiology PhDs had this program existed. This demonstrates that the infrastructure and resources exist and are already being utilized. The proposed degree program will not require additional coursework or faculty, as these are already in place.

TO: SBOE

From: ISU

RE: Microbiology Ph.D. Proposal questions

In answer to the SBOE questions raised about resources needed for this program, we want to emphasize that this program is already being provided to students under an existing degree program, the Ph.D. in Biology. No additional resources are required. Our request is for a separate degree that reflects the more specialized training that these students are already receiving as part of the Biology Ph.D. when they follow the Microbiology focus within the existing program. As noted by the external reviewers: "... because the Microbiology PhD program will be a spin-off of the existing doctorate in biology program, the Microbiology PhD program can be developed with relatively low initial cost to the institution. As the benefits of a separate Microbiology PhD program are reaped, additional financial support for this program would be an excellent investment for the university. "

Regarding the curricular questions, it is important to note that the primary training of a Ph.D. student, that is the heart and soul of their education, is to learn to conduct creative research. The reason for this is that these students are going to become the next generation's innovative scientific leaders. They can only attain that goal if the emphasis of their education is to teach them how to tap their creative talents and become independent thinkers. This is accomplished by pursuit of an original research problem under the guidance of a mentor. That is why this proposal, and any well thought-out proposal in a scientific discipline, emphasizes research and research training over formal coursework. That is also why many Ph.D. programs in the sciences have no formal coursework required of their students.

In this program, we also propose a secondary component to each student's education that supports the primary research education. A defined number of credits of formal coursework, the composition of which is determined by the individual advisory committees, will be taken by the student. These courses should be completed before the end of the second year in the program, after which all credits will be research and dissertation credits. These courses already exist. They are already part of the Ph.D. in Biology. No new courses are required or proposed for this Ph.D. program.

The descriptions of the courses that make up the secondary part of the curriculum for this degree program are already available in the current ISU graduate catalog (see attachment 1). These courses are meant to provide background for the unique and primary part of each student's education and training, which is the original research project. In the proposed ISU program, courses outside of the Dept. of Biological Sciences may be taken to fulfill the credit requirement, as our research projects are often interdisciplinary. Thus, our students would benefit from courses in related disciplines, to help broaden their knowledge base for applications to their unique research project. The research capabilities and research foci of the faculty at ISU dictate the projects that students will be pursuing and exemplify the unique character of the education and training that is provided to each individual.

We would also like to point out that the ability to offer students a specific degree in Microbiology, rather than a broad degree in Biology, increases their competitive advantage in the job market. Thus, existing

students will benefit from receiving a Ph.D. in Microbiology rather than a Ph.D. in Biology in their job searches. In addition, there is a significant pool of potential students who would choose to enter such a program, with the knowledge that a Microbiology Ph.D. will increase their marketability. Since many of these students intend to stay in the region upon completion of their degrees, the state of Idaho will also benefit by an increased talent pool for development of biotechnology within the state, which will have a positive effect on the state economy. The existence of this proposed Microbiology degree program will also help attract bio-tech companies to the region and the state. These students would otherwise choose to either leave the state for a graduate education, or simply not pursue an education. Either way, this program will increase the numbers of highly trained researchers, which cannot help but benefit the state of Idaho as a whole.

Attachment 1

Microbiology graduate courses offered in the Department of Biological Sciences
(from the 2009-2010 online ISU graduate catalog):

g500 courses are cross-listed at the 400 (upper division undergraduate) level, and are offered regularly. Many dual-listed courses are required for the Microbiology B.S. degree, and thus would not be retaken by Ph.D. students entering with an undergraduate degree in Microbiology. 600 level courses are graduate-only courses, and are offered on an as-needed basis, with the following exceptions:

BIOL 610 (Principles of Molecular Biology) is offered every year

BIOL 648/650 (graduate problems and thesis credits) are offered every semester

BIOL 695 (Seminar in Microbiology, not yet in the catalog, but approved by Graduate Council) will be offered every semester.

In addition to the Microbiology courses listed here, specific courses in the following departments may also be included as part of an individual program of study, as decided by a student's advisory committee (see Attachment 2 of the proposal for a complete list of courses outside of Biological Sciences):

Geology

Chemistry

Pharmaceutical Sciences

BIOL g532 Biochemistry 3 credits. Comprehensive discussion/presentation of structure, function and metabolism of biological macromolecules and their constituents, including energetics, regulation, and molecular biology, with emphasis on critical analysis of biochemical issues.

BIOL g533 Microbial Physiology 3 credits. Comparative physiology of microorganisms, including structure/function, metabolic diversity, enzyme mechanisms of microbial metabolism, and physiology of extreme organisms. Lectures, Class Exercises.

BIOL g534 Microbial Diversity 3 credits. Enrichment, cultivation, and isolation of prokaryotes from various metabolic groups and environments. Microorganisms will be identified using classical microbial techniques and modern molecular methodologies.

***BIOL 544 Molecular Biology 3 credits.** Fundamental principles of molecular biology: DNA replication, repair, and recombination, transcriptional and post-transcriptional regulation of gene expression, RNA metabolism, protein synthesis, targeting and turnover, posttranslational modifications, signal transduction, regulation of the cell division cycle, and molecular genetics of development.

BIOL 544L Molecular Biology Laboratory 1 credit. Laboratory techniques in molecular biology, including cloning, PCR and DNA sequencing.

BIOL g545 Biochemistry I 3 credits. Introduction to basic aspects of biochemical systems, including fundamental chemical and physical properties of biomolecules. Enzymology including allosterism, metabolic regulation, bioenergetics, and carbohydrate metabolism.

BIOL g547 Biochemistry II 3 credits. Functional continuation of g545. Lipid, amino acid and nucleotide metabolism. Emphasis is on metabolic regulation, metabolic dysfunction, biochemical mechanism of hormone action, biochemical genetics, protein synthesis, and metabolic consequences of genetic defects.

BIOL g548 Advanced Experimental Biochemistry 2 credits. Advanced laboratory projects designed to emphasize techniques of qualitative and quantitative biochemical analysis.

BIOL g551 Immunology 3 credits. Fundamental concepts of antibody-mediated and cell-mediated mechanisms of immunity. In-vivo and invitro antigen-antibody interactions are discussed.

BIOL g551L Immunology Laboratory 1 credit. Selected laboratory experiments to accompany BIOL g551 Immunology.

BIOL g55 Advanced Immunology 3 credits. Detailed study of selected areas of immunobiology. Course content will vary with current demand. Students will lead discussions and present current literature. .

BIOL g555 Pathogenic Microbiology 3 credits. How the medically important bacteria, viruses and fungi interact with the host to produce disease, including microbe characteristics, pathogenesis, pathological processes, prevention, and treatment methods.

BIOL g555L Pathogenic Microbiology Laboratory 2 credits. Will emphasize procedures for the isolation and identification of pathogenic bacteria. Clinical specimens will be provided for use in identification of unknowns..

BIOL g561 Advanced Genetics 3 credits. Detailed and critical consideration of selected genetic topics with emphasis of recent advances.

BIOL g566 Medical Mycology 3 credits. Lecture/laboratory course addressing medically important fungi. Taxonomy, clinical disease, pathogenesis, immunological diagnosis and laboratory identification of contaminants, opportunists, superficial, cutaneous, subcutaneous and systemic mycoses.

BIOL g569 Special Topics in Microbiology 1-4 credits. Study of selected topics in microbiology. Course contents will vary with topics selected. May be repeated with departmental approval for non-repetitive course content.

****BIOL g573 Industrial Microbiology 4 credits.** Microbiological and biochemical aspects of fermentative and oxidative processes of industrial importance such as yeast, mold, and bacterial fermentation.

BIOL g575 General Virology 3 credits. Introduction to the general principles of virology through consideration of structure, genetics, replication and biochemistry of animal and bacterial viruses.

BIOL g577 Bacterial Virology Laboratory 1 credit. Designed to acquaint students with the techniques and experimental principles used in the study of bacterial viruses. Must be accompanied by BIOL g575.

BIOL g578 Animal Virology Laboratory 1 credit. Introduces tissue culture methods and other techniques employed in the study of animal viruses. Must be accompanied by BIOL g575.

BIOL g588 Advanced Radiobiology 3 credits. An advanced-level class covering aspects of molecular radiobiology, teratogenesis, oncogenesis, and acute radiation illnesses. It also considers nonstochastic radiation effects and the epidemiology of radiation exposures. Cross-listed as PHYS g588.

BIOL 610 Principles of Molecular Biology 3 credits. Introduction to subcellular biology and molecular genetics. DNA replication, cell division, the genetic code, transcription, translation, enzyme function, and control mechanisms in procaryotic and eucaryotic cells..

BIOL 621 Advanced Methods in Microbiology 3 credits.

BIOL 624 Microbial Ecology 3 credits. Ecological principles applied to microorganisms.

BIOL 633 Advanced Microbial Physiology 3 credits. Advanced topics in microbial physiology and biochemistry.

BIOL 634 Intermediary Metabolism 3 credits. Theory, reactions, and methods pertinent to research in intermediary metabolism.

BIOL 636 Experimental Intermediary Metabolism 2 credits. Must be accompanied by or preceded by BIOL 634.

BIOL 641 Advanced Topics in Immunology and Immunohematology 1-4 credits. Current research and practice in immunology and immunohematology (transfusion medicine) including molecular approach to diagnosis and treatment. May be repeated for a maximum of 4 credits.

BIOL 648 Graduate Problems 1-9 credits per semester (may be repeated). Thesis related research. Graded S/U.

BIOL 659 Advanced Studies in Genetics 2-6 credits. Flexible use of seminars, lectures, and laboratory work dealing with problems in genetics.

BIOL 660 Selected Topics in BIOL 660 Selected Topics in Biochemistry 3 credits. Detailed study of selected areas of biochemistry. Course content will vary with current demand..

BIOL 670 Selected Topics in Microbiology 1-4 credits. Detailed study of selected areas of microbiology. Course content will vary with current demand.

BIOL 675 Advanced Bacterial Virology 3 credits. Detailed study of selected areas of bacterial virology. Course content will vary with current demand.

BIOL 676 Advanced Animal Virology 3 credits. Detailed study of selected areas of animal virology. Course content will vary with current demand.

BIOL 679 Electron Microscopy 5 credits. Introduction to uses of the electron microscope in biological research. Designed to develop proficiency in use and operation of the electron microscope, specimen preparation for electron microscopy, and photographic skills as applied to electron microscopy. In addition, students will develop a special project for individual study. Enrollment limited to students who have a demonstrated need to learn electron microscopy techniques.

BIOL 850 Doctor's Dissertation variable credit. Graded S/U .

*This course has been renamed "Cell and Molecular Biology", and has increased to 4 credits for the 2010-2011 academic year. BIOL 544L has been renamed "Cell and Molecular Biology Lab".

** This course has been renamed "Applied and Industrial Microbiology" for the 2009-2010 academic year.

ISU Response To SBOE Questions

The next step for this process is to obtain CAAP's recommendation on the Full Proposal. CAAP is slated to meet on February 4, 2010. In preparation for this meeting and in anticipation of questions from the Board, we need some additional information.

We know that there are many specialties in Microbiology, can you distinguish ISU's program focus from other doctorate programs such as from the UI to include distinguishing ISU's curriculum from their program.

The formal course work in the curriculum of the proposed Ph.D. in Microbiology at ISU follows the core areas as defined by the American Society for Microbiology, as does that of the UI and most other Ph.D. programs in Microbiology. Unlike the UI, the ISU degree is only Microbiology, and does not encompass Biochemistry and Molecular Biology, although both of these disciplines figure prominently in any current Microbiology program. This difference is reflected in the course listing comparison provided below (Table 1.). There are several courses in the UI curriculum which do not have a counterpart in the ISU curriculum, as these courses either reflect the more medical/clinical aspect of the UI program (MMBB 521, 522, 563, 571) or are outside of the field of Microbiology (MMBB520, 576, 582, 586, 587). By the same token, the more strictly microbiological focus as well as the research focus in ecology/environments, particularly extreme environments, of the ISU faculty is reflected in the courses for which there is no counterpart at UI (BIOL 534, 566, 573, 588) as well as the expanded offerings in certain Microbiology subdisciplines (Virology, Immunology, Physiology). In addition, the proposed ISU program would allow in a student's program of study certain courses outside of the Biological Sciences, as indicated in the proposal, once again reflecting the unique interdisciplinary research foci of the faculty in Microbiology at ISU. The inclusion of these courses allows more individualization and specialization of each student's education. At both institutions, in addition to the core courses, graduate coursework focusing on the area of research is decided by the student's advisory committee. However, at both institutions, the bulk of the current knowledge that the student is expected to attain is achieved through a specific research project as determined by the faculty advisor. In other words, each student will receive a unique education, which is dependent upon the expertise and research focus of the faculty member in whose lab the student is receiving training. This is the typical situation in Ph.D. programs in Microbiology.

At ISU, the research strengths of Microbiology faculty are in the areas of extreme environments (DeVeaux, Evilia, Magnuson, Sheridan, Shields), Immunology (Scalarone, Pfau), Virology (Winston) and infectious diseases (Ma, Scalarone, Shields). Within these still rather broad areas, each faculty member has developed a unique research program that is not duplicated at any other institution, including the University of Idaho.

This is further illustrated by the numerous collaborative efforts shown in Table 2. These collaborations would not exist if the expertise provided by the ISU faculty members was available elsewhere.

Table 1. Graduate courses offered at University of Idaho and Idaho State University supporting the respective Ph.D. programs

University of Idaho	Idaho State University
MMBB 501 Seminar	BIOL 695 Seminar
MMBB 502 Directed Study	BIOL 582 Independent problems
MMBB 504 Special Topics	BIOL 599 Special topics
MMBB 509 Immunology	BIOL 551 Immunology BIOL 544 Advanced Immunology ✓
MMBB 511 Research and Curriculum Progress	BIOL 648 Graduate problems
MMBB 513 Pathogenic Microbiology	BIOL 555 Pathogenic Microbiology ✓
MMBB 520 Instrumental Analysis	
MMBB 521 Clinical Internship	
MMBB 522 Cellular and Molecular Basis of Disease	
MMBB 525 Microbial Ecology	BIOL 624 Microbial Ecology
MMBB 532 Virology	BIOL 575 Virology ✓ BIOL 675 Advanced Bacterial Virology BIOL 676 Advanced Animal Virology
MMBB 541 Biochemistry	BIOL 545 Biochemistry I > ?
MMBB 542 Advanced Biochemistry II >	BIOL 547 Biochemistry II ✓ BIOL 699 Microbial Biochemistry
MMBB 550 Molecular Mechanisms in Microbiology	BIOL 610 Principles of Molecular Biology
MMBB 555 Microbial Physiology	BIOL 533 Microbial Physiology BIOL 634 Intermediary Metabolism BIOL 636 Experimental Intermediary Metabolism
MMBB 563 Molecular Parasitology	
MMBB 571 Advanced Pathogenesis: Host Pathogen Interactions	
MMBB 575 Cell Biology	BIOL 544 Cell and Molecular Biology
MMBB 576 Biophysical Chemistry	
MMBB 582 Protein Structure and Function	
MMBB 585 Prokaryotic Molecular Genetics	BIOL 561 Advanced Genetics
MMBB 586 Plant Biochemistry	
MMBB 587 Eukaryotic Molecular Genetics	
MMBB 588 Genetic Engineering	BIOL 599 Molecular Biotechnology

UI offers a BS Microbiology
Microbiology Minor

MMBB 589 Advanced Topics in Molecular Biology, Microbiology and Biochemistry	BIOL 660 Selected topics in Biochemistry BIOL 670 Selected topics in Microbiology BIOL 641 Advanced topics in Immunology
MMBB 600 Doctoral Research and Dissertation	BIOL 850 Doctoral dissertation
	BIOL 534 Microbial Diversity
	BIOL 566 Medical Mycology
	BIOL 573 Applied and Environmental Microbiology
	BIOL 588 Advanced Radiobiology
	BIOL 599 Directed Evolution

Could you also clarify the projected enrollment for the program? ISU indicates that most of the students will be new, FT enrollees and that most likely the program will be populated by students currently enrolled in the Biology Ph.D. program pursuing a Microbiology emphasis (there are at least 4 students at this time). This doesn't seem to be consistent w/statement on page 7, which indicates that there would be 13 Microbiology Ph.D. students with projected back enrollments at 12 and 11. The chart on page 7-8 also indicates a smaller number of students.

Student numbers:

The "13", "12" and "11" described in the proposal as projected back-enrollments for 2008, 2007 and 2006 reflect the number of students that we counted who **would** have enrolled in a Ph.D. in Microbiology if it existed, whereas the number (4) presented in the table are students actually enrolled in the Biology Ph.D. who will be shifting to the Microbiology Ph.D. when it is approved. The discrepancy between the current enrollments and what we projected as the enrollment during the years 2007 through the present reflect the loss of students due to our lack of a Ph.D. in Microbiology. These numbers are based on actual students who were in either our B.S. or M.S. programs, or who contacted ISU Microbiology faculty from outside of ISU, regarding the Ph.D. program, but who opted to go elsewhere (out of state) for their degree, or to not pursue graduate school at all and enter the workforce in the region. Those who continued to graduate school opted to attend universities that offer a Microbiology Ph.D., which reflects the difficulty faculty at ISU have in recruiting students and growing our graduate program in Microbiology in the absence of the ability to offer a Ph.D. in Microbiology. The lack of a Ph.D. program at ISU therefore negatively impacts the educational aspirations of not only students from the Idaho and surrounding region, but also affects students throughout the U.S. and beyond who might wish to avail themselves of the unique research opportunities and capabilities, described at length elsewhere, available at ISU. Historically, 1/3-1/2 of the Biology Ph.D. students in the Department of Biological Sciences have been advised by members of the Microbiology group. We anticipate, with the approval of this program, that the fraction of Ph.D. students within the department that are Microbiology students will increase dramatically, without affecting the absolute number of Biology Ph.D. students.

Additionally, could ISU identify areas of collaboration with other institutions such as UI?

Areas of Collaboration: Each faculty member in the Microbiology group is involved in multiple collaborations with researchers at other institutions. As is typical for research collaborations, each partner brings something different to the partnership, to provide a synergistic relationship that benefits all parties. The fact that the collaborations listed in Table 2 exist is testament to the unique expertise and research niche of each of the faculty members in the ISU Microbiology group.

Table 2. Ongoing collaborations between members of the ISU Microbiology group and researchers at other institutions.

ISU partner	Collaborator(s)	Area
Linda C. DeVeaux	Shiladitya DasSarma, University of Maryland Baltimore	Radiation resistance in <i>Halobacterium</i>
	John Battista, Louisiana State University	Radiation resistance and persistence in <i>Deinococcus radiodurans</i>
	Julie Maupin-Furlow, University of Florida	Radiation resistance in <i>Haloferax volcanii</i>
	Nancy Millenbaugh, Brooks City Base	Mechanisms of heat resistance
Caryn Evilia	Ya-Ming Hou, Thomas Jefferson University	Halobacterial tRNA synthetase
	Peter Lund, University of Birmingham, UK	Halobacterial expression vector
	Thu Betteridge, University of Technology, Sydney	Signaling pathways in <i>Halobacterium</i>
Yongsheng Ma	Dennis Stevens, VA Medical Center, Boise	
Tim Magnuson	Andrzej Paszczynski, Matt Morra, and Ron Crawford, University of Idaho Kevin Ferris, Boise State University	Bioenergy and hazardous waste remediation
	Carrick Eggleston, Patricia Colberg-University of Wyoming	Bioenergy and hazardous waste remediation
	John Cort, Pacific Northwest National Laboratory	Bioenergy and hazardous waste remediation
	Thomas Borch, Colorado State University	Bioenergy and hazardous waste remediation
Jean Pfau	Curtis Noonan, University of Montana on a funded grant from CDC/ATSDR	CDC/ATSDR-funded project
	Celine Beamer, University of	NIH R15

	Montana	
	Andrii Holian and Melisa Schelvan, University of Montana	
	Rich Bridges and Todd Seib, University of Montana	
Gene Scalarone	Alfred M. Legendre, University of Tennessee College of Veterinary Medicine, Knoxville, TN	Fungal immuno-diagnosis
	Bruce Klein, University of Wisconsin Medical School, Madison, WI	Fungal immuno-diagnosis
	Demo Pappagianis, University of California School of Medicine, Davis, CA	Fungal immuno-diagnosis
	Joseph Wheat, Mira Vista Diagnostic Laboratories, Indianapolis, IN	Fungal immuno-diagnosis
	Meridian Biosciences, Cincinnati, OH	Fungal immuno-diagnosis
Peter Sheridan	Bill Apel, Idaho National Laboratory	Extremophiles in metal contaminated environments; metabolic pathway analysis
	Shiladitya DasSarma, University of Maryland	Extreme radiation resistance mechanisms in novel extremophiles
	Eric Lee, Walter Reed Army Medical Institute	Bacteriophage genomics, Shiga toxin-producing pathogens
Malcolm Shields	Larry Forney, University of Idaho	Metagenomics
	Carolyn Bohach, University of Idaho	Shiga Toxins
	Eva Top	Plasmids
Vern Winston	Scott LaPatra, Clear Springs Food, Buhl, ID	Fish virus evolution

Patty Sanchez

From: Dale Bower
Sent: Sunday, January 24, 2010 7:47 AM
To: Baker, Doug
Cc: Patty Sanchez
Subject: RE: ISU phd in molecular biology

Doug,

I have been out for a few days with knee surgery. I hope to back next week and will review with you then.

Thanks for your patience.
 Dale

From: Baker, Doug [doug baker@uidaho.edu]
Sent: Thursday, January 21, 2010 12:00 AM
To: Dale Bower
Cc: Brenda Helbling
Subject: ISU phd in molecular biology

We posed your questions about the ISU phd program to a representative from our biology and micro-biology programs for a more in-depth answers. They both question the quality of the ISU proposed program as well as its redundancy with the more established UI programs. Some of the comments are not as graceful as they might be, but I wanted to you to see them in their unvarnished form. Based on your reading, how do you suggest I proceed with ISU? Thanks. db

Comments from Larry Forney:

I will let others provide detailed responses to the questions that pertain to coursework. A general observation is that the course options at ISU (as outlined in the attachment) are extensive.

I am not so concerned about the courses offered - and frankly I'm a bit surprised that conversation/debate is focused on this. Instead I have other concerns that relate to the research opportunities that would be available to students in the proposed PhD program. A PhD in microbiology requires extensive original research, and this is an expensive undertaking. ISU is not in a good position to provide the kinds of opportunities that are needed and expected by students.

Here's a prime example:

I doubt that the faculty in the program have the financial resources needed to: (1) provide competitive *research* stipends to students (>\$20K per student per year). Failure to do so will have a strong negative effect on student quality, and (2) have the resources needed to fund the actual research (this can range from \$10-25K per student per year). In addition to (1) and (2) I have seen nothing that indicates they have a plan for creating and sustaining state-of-the-art research infrastructure. These all require *significant* amounts of funding. The available data suggests that extramural funding to microbiology faculty is very uneven and insufficient overall. How will they obtain the needed funds? We don't know since the ISU proposal did not address the funding issue. [This implies that either they are ignorant of what is required, or know and choose to hide the problem under the rug.] Without a solution to this funding problem they can at best create a third-class program that is unable to compete nationally no matter what wonderful classes they might be able to offer.

I have raised this issue each time I have been asked to comment on the ISU proposal. Apparently ISU has successfully dodged this major problem and the discussion is instead focused on other less significant problems.

funding issue

Comments from Bruce Miller:

3. Using the attached list of ISU courses, these were supplied in the full proposal, please list all that duplicate our curriculum:

It will be helpful if you list the UI course offering next to the ISU listing for the Provost's easy reference

What I see on the attachment is only a listing of courses. We would need course syllabi to correctly determine whether the material covered in an ISU course is similar to one of our courses. Each instructor/faculty would need additional ISU course material to be convinced that the ISU course is being appropriately taught at the graduate level (500, 600), and not equivalent to one of our 400 level classes. It is also unclear what a number of these courses represent from the titles. Are they redundant padding? It seems to me that they are. Knowing the amount of time required of a faculty member for a 500/600 level graduate course, I doubt that ISU has sufficient faculty numbers to offer this many graduate courses in the fields of biochemistry, molecular biology and microbiology. MMBB could offer this number of courses if each was taught in alternate years and the faculty had largely teaching appointments. However, this would make it difficult to run internationally recognized research programs that are nationally competitive for funding. ISU equivalents based on title only are only guesswork without syllabi. Below is the best equivalent guesstimate that I could arrive at. Current MMBB graduate offerings (which could have been found by looking at the online catalog) are:

<u>UI</u>	<u>ISU</u>
MMBB 500 Masters Research & Thesis MMBB 504 Special Topics	Biol 621, 659, 660, 670, 675, 676
MMBB 509 Immunology	Biol 551, 554 ✓
MMBB 511 Research & Curriculum Progress	
MMBB 513 Pathogenic Microbiology	Bio 555 ✓
MMBB 520 Instrumental Analysis	Biol 537, 548
MMBB 521 Clinical Internship	
MMBB 522 Cellular & Molecular Basis of Disease	Biol numerous
MMBB 525 Microbial Ecology	Biol 534 not
MMBB 532 Virology	Biol 575 ✓
MMBB 541 Advanced Biochemistry I	Biol 545
MMBB 542 Advanced Biochemistry II	Biol 547 ✓

MMBB 550	Molecular Mechanisms in Microbiology	Biol 621 <i>not</i>
MMBB 555	Microbial Physiology	Biol 553, 633 <i>✓</i>
MMBB 563	Molecular Parasitology	
MMBB 575	Cell Biology	
MMBB 582	Protein Structure & Function	
MMBB 585	Prokaryotic Molecular Biology	Biol 610
MMBB 586	Plant Biochemistry	
MMBB 587	Eukaryotic Molecular Genetics	Biol 561, 610
MMBB 588	Genetic Engineering	Biol 561, 610
MMBB 589	Advanced Topics in Microbiology, Molecular Biology & Biochemistry	Biol 621, 659, 660, 670, 675, 676
MMBB 599	Non-thesis Masters Research	
MMBB 600	Doctoral Research & Dissertation	

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Notice of Intent to reorganize the College of Natural Resources.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 5. a. 2.

BACKGROUND/DISCUSSION

With the support of the Council on Academic Affairs and Programs the University of Idaho seeks approval to reduce the number of academic departments in the College of Natural Resources from five to three. The reorganization includes tenure reassignment, future departmental name changes, realignment of undergraduate academic programs, and the exploration of the development of two self-sustaining research and outreach programs.

IMPACT

Overall personnel and operating cost savings is approximately \$572,857 to meet state holdbacks, fund faculty salaries, and realign administrative services. Goals are to increase synergies within and across units; reduce costs of administration, and realign where appropriate; undergraduate academic programming to reduce duplication and more effectively employ faculty resources in teaching, research and outreach associated with natural resource sciences and management.

ATTACHMENTS

Attachment 1 – Notice of Intent

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed reorganization consolidates five departments into three for greater efficiency and interdisciplinary approaches to education and research. Staff reviewed the request and noted that the fiscal impact will be less than the required threshold for Board approval, however, there are other factors associated with the request such as tenure reassignments that would need the Board's consideration. The Instruction, Research and Student Affairs Committee, the Council on Academic Affairs and Programs, and Board staff recommends Board approval of the University of Idaho's request to reorganize their College of Natural Resources.

BOARD ACTION

A motion to approve the request by the University of Idaho to reorganize the College of Natural Resources as set forth in the attached Notice of Intent.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Provost and Executive Vice President
Administration Building, Suite 105
PO Box 443152
Moscow ID 83844-3152
Phone: 208-885-6448
Fax: 208-885-6558
www.provost.uidaho.edu

RECEIVED

FEB - 1 2010

OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION

January 28, 2010

Dr. Dale Bower
Chief Academic Officer
Idaho State Board of Education
650 West State Street, Suite #307
P.O. Box 83720
Boise, ID 83720-0037

Dear Dale:

Enclosed please find the Notice of Intent (NOI) from the University of Idaho:

- College of Natural Resources: Administrative reorganization of college departments

If you have questions, please contact me for further information

Sincerely,

Doug Baker
Provost and Executive Vice President

Patty Sanchez

From: Patty Sanchez
Sent: Tuesday, February 02, 2010 7:53 AM
To: 'Jim Munger'; Sheila Weaver; 'Stacey Haase'; 'Annalea Bromley'; 'Barbara Adamcik'; 'Billie Tribitt'; 'Connie Tillotson'; Dana Kelly; 'Doug Baker'; 'Gary Olson'; 'Jay Lee'; 'Jeff Fox'; 'Kelli Rooney'; 'Pam Claflin'; 'Richard Ledington'; 'Rick Aman'; 'Scott Hamilton'; 'Shonna Parsons'; 'Sona Andrews'; 'Tony Fernandez'
Cc: Dale Bower; Heather Champlain
Subject: UI NOI for Review 2-2-10
Attachments: UI Reorg College Natural Res.pdf

The Board office has received a Notice of Intent from the University of Idaho proposing to reorganize departments within the college.

Reviewers will have until **March 2, 2010** to review and forward comments before I process further. Please ensure I receive your comments by this date in order for those to be considered part of the review.

Thanks,

Patty Sanchez

Academic Affairs Program Manager
 Office of the Chief Academic Officer
 and CAAP and HERC Committees
 Office of the State Board of Education
 650 W. State St., P.O. Box 83720
 Boise, ID 83720-0037
 Phone: 208-332-1562
 Fax: 208-334-2632
 Email: Patty.Sanchez@osbe.idaho.gov
 Web: www.boardofed.idaho.gov

Institution Tracking No. _____

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 Natural Resources
 Name of Department(s) or Area(s): Departments of Forest Resources, Fish and Wildlife Resources, Rangeland Ecology and Management, Forest Products, and Conservation Social Sciences

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

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

A reorganization of the college that reduces the number of academic departments from five to three. The reorganization includes tenure reassignment, departmental name changes, and realignment of undergraduate academic programs with the resulting academic units. It also initiates two university level time-bound processes to explore the development of two self-sustaining research and outreach programs. Goals are to increase synergy within and across units, reduce costs of administration, and realign, where appropriate, undergraduate academic programming to reduce duplication and more effectively employ faculty resources in teaching, research, and outreach associated with natural resource sciences and management.

(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

William J. McLaughlin 1/6/10
 College Dean (Institution) Date

VP Research & Graduate Studies Date

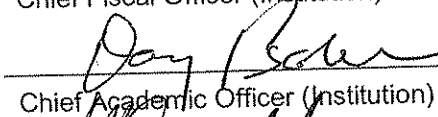
 27 Jan 10

Chief Fiscal Officer (Institution)

Date

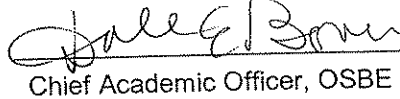
State Administrator, SDPTE

Date

 1.28.10

Chief Academic Officer (Institution)

Date

 3/10/10 PS

Chief Academic Officer, OSBE

Date

 1.28.10

President

Date

SBOE/OSBE Approval

Date

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

- Briefly describe the nature of the request e.g., is this a new program (degree, program, or certificate) or program component (e.g., new, discontinued, modified, addition to an existing program or option).
Part 1 – Change in Organizational Structure: Consolidation of five existing academic departments into three. The five existing departments will be reorganized/consolidated into three: (1) Department of Conservation Social Sciences; (2) Department of Forest Ecology and Biogeosciences, and (3) Department of Fish and Wildlife Resources. The new organizational structure consolidates two closely allied departments (Forest Resources and Rangeland Ecology and Management) and the Forest Products Department is discontinued as an administrative unit. CNR faculty and the eight undergraduate programs will be consolidated into the three resulting administrative units or associated with a center or institute either inside or outside of CNR.

Part 2 – Faculty tenure reassignment will be aligned with the assignment of academic programs to the resulting departmental units. This reassignment creates three academic departmental units with nine or more tenure track faculty in each. It also enhances the interdisciplinary nature of each group and creates an increased potential for joint appointments across CNR units.

Part 3 – Seven of the eight existing undergraduate academic degree programs (ecology and conservation biology, fire ecology and management, fishery resources, forest resources, rangeland ecology and management, resource recreation and tourism, wildlife resources) will be assigned to the three new academic departments. The remaining unassigned academic program in Forest Products, including its two options, is being redesigned and by August 1, 2010 will be assigned to an academic department, center or institute either inside or outside of CNR. The redesign focus is the area of bio-products/materials, especially those using woody biomass.

Part 4 – The forest operations option in the Forest Products undergraduate degree program is being consolidated into the existing Society of American Foresters accredited Forest Resources academic program.

Part 5 – The College has an opportunity in conjunction with units across campus to better service stakeholders by developing new self-sustaining research and outreach programs in the areas of Sustainable Rangelands and Bio-products/materials. Interested faculty inside and outside the college along with stakeholders will be brought together in two separate Task Forces to explore the viability of creating such units (program, center, institute or other collaborative). Each Task Force would have until August 1, 2010 to refine and develop its ideas as to how these potential opportunities might function and be organized. It is envisioned that the outcomes of these Task Forces would be implemented using the NOI process or whatever university and/or non-university process(es) necessary.

- 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.).

This effort was motivated by changes in university-level guidance on department size and an emphasis on consolidating and increasing our efficiency while retaining and/or enhancing academic program quality. The university and college strategic plans also influenced the planning and decisions used in this process.

The proposed change in organizational structure will consolidate two departments and integrate activities of two under-sized departments (three and six tenure-track, faculty members) into the remaining three departments. After consolidation, all remaining departments will meet the institutional guideline of at least nine full time, tenure track faculty per department. The reorganization also increases the interdisciplinary diversity within the remaining three departments. We see opportunities associated with this change and we expect an increased demand for green, natural resource based jobs such as:

- Restoration ecology
- Watershed management
- Biological assessment
- Fisheries and aquaculture
- Fire science and management
- Conservation leadership and planning
- Bio-based products

This emerging demand includes Idaho, the region and the world. Emerging areas expected to grow include: fisheries, sustainable development, fire management, and the interface of humans and ecosystems in the intermountain West. Continuing to improve our organization and redesign our natural resource education delivery enhances our college's potential to provide organizations like Idaho Department of Fish and Game, Idaho Department of Lands, U.S. Fish & Wildlife Service, the U.S. Forest Service, the Bureau of Land Management, the Idaho Department of Water Resources, Idaho cities and counties, private enterprises, non-governmental organizations such as The Nature Conservancy and others who hire professionals capable of addressing real-world natural resource and environmental problems. In Idaho and the region these include forest and rangeland management, endangered species conservation, watershed restoration, carbon accounting, fish and wildlife population monitoring, bio-product development, and the impacts of land use change on Idaho's growth and development. These are significant issues in the state of Idaho. Continuing to educate graduates with the ability to create solutions to real-world problems is critical to maintaining Idaho's quality of life.

Employment opportunities for our graduates are likely to increase due to our ability to better meet the requirements of natural resource program accrediting organizations through increased synergy, larger and more diverse departmental facilities and repositioning our academic programs.

In particular, the proposed re-design of the forest harvesting and operations minor and career track will be better positioned to receive recognition by the Society of American Foresters as part of our already SAF accredited Forest Resources degree program. This will increase the credentials of graduates in this area as well as enhance the likelihood to attract internships with the private, public, and non-profit natural resource sectors. Ultimately our goal is to continue to produce a high quality and diverse natural resource workforce that can anticipate and respond to a broad range of natural resource challenges.

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

Academic Program quality will be maintained by working to retain presently accredited undergraduate academic programs covered in this NOI. In the case of forest operations, we believe SAF accreditation as a part of the Forest Resources degree will be an enhancement. As a result, the

University of Idaho will remain competitive with other regional and national institutions of higher education. Maintaining accreditation credentials also allows us to continue to obtain competitive research support, and produce graduate and undergraduate students with required competencies necessary to qualify for state and federal rosters. It ensures we will retain a highly visible presence within the ecology and associated applied natural resource professions in forestry, range, wildlife, fisheries, fire, conservation biology and conservation social sciences.

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.

Within the state, these academic program areas are unique to the University of Idaho. In the region, natural resource programs exist in Washington, Oregon, Utah, Nevada, Montana and Wyoming. However, the quality and diversity of Idaho's natural resource programs continue to stand out in the region. This is in part due to our focus on continued improvement and constant dedication to re-design and upgrade our academic programming.

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	NA	NA	NA	NA	NA	NA
CSI	NA	NA	NA	NA	NA	NA
CWI	NA	NA	NA	NA	NA	NA
EITC	NA	NA	NA	NA	NA	NA
ISU	NA	NA	NA	NA	NA	NA
LCSC	NA	NA	NA	NA	NA	NA
NIC	NA	NA	NA	NA	NA	NA
UI	680	693	722	185	181	191

Our expectation is that reorganization may initially lead to a slight drop in enrollment in selected programs, which will rebound as our repositioned and revitalized academic degree programs become more attractive to potential students.

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		NA	NA
CSI		NA	NA
CWI		NA	NA
EITC		NA	NA
ISU		NA	NA
LCSC		NA	NA
NIC		NA	NA

UI	BS	Natural resource sciences and professional education in a range of areas including: fisheries and aquaculture, wildlife, range, forestry, forest products, conservation biology, resource recreation and tourism, terrestrial and aquatic ecology, forest hydrology and related water resources, conservation education, protected area management, conservation social sciences, restoration ecology, geo-spatial sciences and fire science.	Bachelor of Science in Fire Ecology and Management; Bachelor of Science in Fishery Resources with emphases in management and aquaculture; Bachelor of Science in Forest Products with options in forest products business management, forest operations, and wood construction and design; Bachelor of Science in Forest Resources; Bachelor of Science in Ecology and Conservation Biology with options in natural resources ecology and conservation biology; Bachelor of Science in Rangeland Ecology and Management ; Bachelor of Science in Resource Recreation and Tourism; and Bachelor of Science in Wildlife Resources
	MS	Natural Resources or specialties listed above	Natural Resources with thesis or project focused on a defined discipline or interdisciplinary specialty within natural resources
	MNR	Professional Masters in Natural Resources	Professional Masters in Natural Resources
	PhD	Natural Resources or specialty areas listed above	Natural Resources with dissertation focused on a defined discipline or interdisciplinary specialty within natural resources

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).

As the state's land grant university, the University of Idaho has been assigned the statewide mission of developing professionals and scientists to sustain natural resources. This proposal retains and strengthens this focus and better positions our programs to develop future generations of natural resource professionals. It also creates an opportunity for focused groups of stakeholders in the bio-

materials and rangeland areas to work with others to develop research and outreach programs that ultimately will better address their needs.

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

Yes ____ No X

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

This effort meets University of Idaho central administration's guidance on department size and addresses budgetary concerns presently faced by the University. In addition, the University and college strategic plans were used to develop the logic behind this proposal.

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

Impacts shown below are estimated savings not costs. Savings in personnel are a result of eliminating two department head administrative stipends and summer salaries and by reducing/reorganizing departmental and college administrative staffing. Savings in operating expenses represent reductions in phone service and basic office supplies. These savings will be used to meet state holdbacks, for faculty salaries and in the realignment of administrative services.

Estimated Fiscal Impact	FY 10	FY 11	FY 12	Total
A. Expenditures				
1. Personnel	156,365	211,496	211,496	\$570,357
2. Operating	500	1000	1000	\$2,500
3. Capital Outlay	0	0	0	0
4. Facilities	0	0	0	0
TOTAL:	\$156,865	\$212,496	\$212,496	\$572,857
B. Source of Funds				
1. Appropriated-reallocation	0	0	0	0
2. Appropriated – New	0	0	0	0
3. Federal	0	0	0	0
4. Other:	0	0	0	0
TOTAL:	0	0	0	0
B. Nature of Funds				
1. Recurring *	\$156,865	\$212,496	\$212,496	\$572,857
2. Non-recurring **	0	0	0	0
TOTAL:	\$156,865	\$212,496	\$212,496	\$572,857

* 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.



Provost and Executive Vice President
Administration Building, Suite 105
PO Box 443152
Moscow ID 83844-3152
Phone: 208-885-6448
Fax: 208-885-6558
www.provost.uidaho.edu

RECEIVED

FFR - 1 2010

OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION

January 28, 2010

Dr. Dale Bower
Chief Academic Officer
Idaho State Board of Education
650 West State Street, Suite #307
P.O. Box 83720
Boise, ID 83720-0037

Dear Dale:

Enclosed please find the Notice of Intent (NOI) from the University of Idaho:

- College of Natural Resources: Administrative reorganization of college departments

If you have questions, please contact me for further information

Sincerely,

Doug Baker
Provost and Executive Vice President

Patty Sanchez

From: Scott Hamilton [scott.hamilton@my.eitc.edu]
Sent: Tuesday, February 02, 2010 8:02 AM
To: Patty Sanchez
Subject: RE: UI NOI for Review 2-2-10

EITC supports the proposed reorganization.

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Tuesday, February 02, 2010 7:53 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI NOI for Review 2-2-10

The Board office has received a Notice of Intent from the University of Idaho proposing to reorganize departments within the college.

Reviewers will have until **March 2, 2010** to review and forward comments before I process further. Please ensure I receive your comments by this date in order for those to be considered part of the review.

Thanks,

Patty Sanchez

Academic Affairs Program Manager
Office of the Chief Academic Officer
and CAAP and HERC Committees
Office of the State Board of Education
650 W. State St., P.O. Box 83720
Boise, ID 83720-0037
Phone: 208-332-1562
Fax: 208-334-2632
Email: Patty.Sanchez@osbe.idaho.gov
Web: www.boardofed.idaho.gov

Patty Sanchez

From: Gary Olson [golson@isu.edu]
Sent: Tuesday, February 02, 2010 6:13 PM
To: Patty Sanchez
Cc: Baker, Doug; Connie Tillotson; Stacey Haase
Subject: RE: UI NOI for Review 2-2-10

ISU supports this NOI.

Best Regards,

Gary Olson

Gary A. Olson
Provost and Vice President
Idaho State University
921 S. 8th Ave, Stop 8063
Pocatello, ID 83209-8063

(208) 282-2171
Fax: 282-4487

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Tuesday, February 02, 2010 7:53 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI NOI for Review 2-2-10

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Thanks,

Patty Sanchez

Academic Affairs Program Manager
Office of the Chief Academic Officer
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Office of the State Board of Education
650 W. State St., P.O. Box 83720
Boise, ID 83720-0037
Phone: 208-332-1562
Fax: 208-334-2632
Email: Patty.Sanchez@osbe.idaho.gov
Web: www.boardofed.idaho.gov

IRSA

Patty Sanchez

From: Sona Andrews [sonaandrews@boisestate.edu]
Sent: Tuesday, February 02, 2010 10:47 PM
To: Patty Sanchez
Cc: Doug Baker; Munger, Jim
Subject: UI NOI for Review 2-2-10
Attachments: UI Reorg College Natural Res.pdf

Boise State University has no objections to this NOI.

S

----- Forwarded message -----

From: **Patty Sanchez** <Patty.Sanchez@osbe.idaho.gov>
Date: Tue, Feb 2, 2010 at 7:53 AM
Subject: UI NOI for Review 2-2-10
To: Jim Munger <jmunger@boisestate.edu>, Sheila Weaver <sheilaweaver@boisestate.edu>, Stacey Haase <haasstac@isu.edu>, Annalea Bromley <annalea.bromley@my.eitc.edu>, Barbara Adamcik <adambarb@isu.edu>, Billie Tribitt <btribitt@lcsc.edu>, Connie Tillotson <tillconn@isu.edu>, Dana Kelly <Dana.Kelly@osbe.idaho.gov>, Doug Baker <doug baker@uidaho.edu>, Gary Olson <golson@isu.edu>, Jay Lee <Jay_Lee@nic.edu>, Jeff Fox <jfox@csi.edu>, Kelli Rooney <krooney@boisestate.edu>, Pam Claflin <pam_claflin@nic.edu>, Richard Ledington <dledingt@pte.idaho.gov>, Rick Aman <rickaman@cwidaho.cc>, Scott Hamilton <scott.hamilton@my.eitc.edu>, Shonna Parsons <sparsons@csi.edu>, Sona Andrews <sonaandrews@boisestate.edu>, Tony Fernandez <tfernandez@lcsc.edu>
Cc: Dale Bower <Dale.Bower@osbe.idaho.gov>, Heather Champlain <Heather.Champlain@osbe.idaho.gov>

The Board office has received a Notice of Intent from the University of Idaho proposing to reorganize departments within the college.

Reviewers will have until **March 2, 2010** to review and forward comments before I process further. Please ensure I receive your comments by this date in order for those to be considered part of the review.

Thanks,

Patty Sanchez

Academic Affairs Program Manager

Office of the Chief Academic Officer

and CAAP and HERC Committees

Office of the State Board of Education

650 W. State St., P.O. Box 83720

Patty Sanchez

From: Jay Lee [jalee@NIC.EDU]
Sent: Wednesday, February 03, 2010 8:14 AM
To: Patty Sanchez
Subject: RE: UI NOI for Review 2-2-10

Patty,

NIC has no objections to the UI reorganization plan.

Jay

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Tuesday, February 02, 2010 6:53 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI NOI for Review 2-2-10

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Reviewers will have until **March 2, 2010** to review and forward comments before I process further. Please ensure I receive your comments by this date in order for those to be considered part of the review.

Thanks,

Patty Sanchez

Academic Affairs Program Manager
Office of the Chief Academic Officer
and CAAP and HERC Committees
Office of the State Board of Education
650 W. State St., P.O. Box 83720
Boise, ID 83720-0037
Phone: 208-332-1562
Fax: 208-334-2632
Email: Patty.Sanchez@osbe.idaho.gov
Web: www.boardofed.idaho.gov

Patty Sanchez

From: Gary Olson [golson@isu.edu]
Sent: Thursday, February 18, 2010 10:33 AM
To: Patty Sanchez
Cc: dougbaker; Stacey Haase; Connie Tillotson
Subject: RE: Amended Review Period: RE: UI NOI for Review 2-2-10

ISU supports this.

Best Regards,

Gary Olson

Gary A. Olson
 Provost and Vice President
 Idaho State University
 921 S. 8th Ave, Stop 8063
 Pocatello, ID 83209-8063

(208) 282-2171
 Fax: 282-4487

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Thursday, February 18, 2010 10:03 AM
To: Patty Sanchez; Jim Munger; Sheila Weaver; Stacey Haase; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez; stoutm@uidaho.edu
Cc: Dale Bower; Heather Champlain
Subject: Amended Review Period: RE: UI NOI for Review 2-2-10

At CAAP's meeting earlier this month, they agreed to expedite the review of the University of Idaho's NOI for the reorganization of their College of Natural Resources in preparation for the regular April board meeting. To accommodate that request, we are amending the review period to conclude one week earlier. Please ensure I receive your responses to this review **no later than Friday, Feb 26th**. This will give the UI and staff adequate time to process the NOI in preparation for the April Board meeting.

Additionally, the UI will have another NOI (not yet submitted) to reorganize their College of Art & Architecture that will also need an expedited review in preparation for the April Board meeting. Once we receive, we will forward to you and assign a shorter timeframe for review.

Please let me know if you have any questions.
 Patty Sanchez

From: Patty Sanchez
Sent: Tuesday, February 02, 2010 7:53 AM
To: 'Jim Munger'; Sheila Weaver; 'Stacey Haase'; 'Annalea Bromley'; 'Barbara Adamcik'; 'Billie Tribitt'; 'Connie Tillotson'; Dana Kelly; 'Doug Baker'; 'Gary Olson'; 'Jay Lee'; 'Jeff Fox'; 'Kelli Rooney'; 'Pam Claflin'; 'Richard Ledington'; 'Rick Aman'; 'Scott Hamilton'; 'Shonna Parsons'; 'Sona Andrews'; 'Tony Fernandez'

Patty Sanchez

From: Jay Lee [jalee@NIC.EDU]
Sent: Friday, February 19, 2010 4:16 PM
To: Patty Sanchez
Subject: RE: Amended Review Period: RE: UI NOI for Review 2-2-10

Patty,
 No objections from NIC.
 Jay

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Thursday, February 18, 2010 9:03 AM
To: Patty Sanchez; Jim Munger; Sheila Weaver; Stacey Haase; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Tony Fernandez; stoutm@uidaho.edu
Cc: Dale Bower; Heather Champlain
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Please let me know if you have any questions.
 Patty Sanchez

From: Patty Sanchez
Sent: Tuesday, February 02, 2010 7:53 AM
To: 'Jim Munger'; Sheila Weaver; 'Stacey Haase'; 'Annalea Bromley'; 'Barbara Adamcik'; 'Billie Tribitt'; 'Connie Tillotson'; Dana Kelly; 'Doug Baker'; 'Gary Olson'; 'Jay Lee'; 'Jeff Fox'; 'Kelli Rooney'; 'Pam Claflin'; 'Richard Ledington'; 'Rick Aman'; 'Scott Hamilton'; 'Shonna Parsons'; 'Sona Andrews'; 'Tony Fernandez'
Cc: Dale Bower; Heather Champlain
Subject: UI NOI for Review 2-2-10

The Board office has received a Notice of Intent from the University of Idaho proposing to reorganize departments within the college.

Reviewers will have until **March 2, 2010** to review and forward comments before I process further. Please ensure I receive your comments by this date in order for those to be considered part of the review.

Thanks,

Patty Sanchez

Academic Affairs Program Manager
 Office of the Chief Academic Officer
 and CAAP and HERC Committees
 Office of the State Board of Education
 650 W. State St., P.O. Box 83720

IRSA

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Notice of Intent to reconfigure the College of Art and Architecture.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 5. a. 2.

BACKGROUND/DISCUSSION

With the support of the Council on Academic Affairs and Programs the University of Idaho seeks approval to reconfigure current departmental units three into one unit within the College. This one unit would encompass all current programs and degrees leading to dynamic interdisciplinary learning opportunities for students and teaching for faculty. There is no intent to modify programs with this Notice of Intent.

IMPACT

Reduced state funding requires a more efficient management structure and to find new revenue streams. Savings will be appreciated when current department chair positions are transformed. An integrated college in which the integrity and strength of each discipline contributes to and reinforces our educational goals allows our college to increase our ability to provide flexible and integrated education to prepare our graduates for rapidly changing professions.

ATTACHMENTS

Attachment 1 – Notice of Intent

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho has been working to streamline their management structure. This request will improve efficiencies and reduce cost over time. The Council on Academic Affairs and Programs has reviewed the proposal and recommends approval. The Instruction, Research and Students Affairs Committee and Board staff also supports the University's proposal to reconfigure their College of Art and Architecture.

BOARD ACTION

A motion to approve the request by the University of Idaho to reconfigure the College of Art and Architecture as set forth in the attached Notice of Intent.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Provost and Executive Vice President

Administration Building, Suite 105

PO Box 443152

Moscow ID 83844-3152

Phone: 208-885-6448

Fax: 208-885-6558

www.provost.uidaho.edu

March 3, 2010

Dr. Dale Bower
Chief Academic Officer
Idaho State Board of Education
650 West State Street, Suite #307
P.O. Box 83720
Boise, ID 83720-0037

RECEIVED
MAR 08 2010
OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION

Dear Dale:

Enclosed please find the Notice of Intent (NOI) from the University of Idaho for:

- College of Art and Architecture: Reconfiguration

We would like to request a shortened review period in order to include this NOI on the April meeting agenda. Please let me know if you have any questions.

Sincerely,

Doug Baker
Provost and Executive Vice President

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 Art & Architecture

Name of Department(s) or Area(s): Department of Architecture & Interior Design,
Department of Art & Design
Department of Landscape Architecture
Virtual Technology and Design Program

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:

College of Art & Architecture Reconfiguration
 (Degree or Certificate)

Proposed Starting Date: July 1, 2010

For New Programs:

For Other Activity:

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

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

Mark Eliam Hovorst on 2/24/10
 Date

VP Research & Graduate Studies Date

College Dean (Institution)

[Signature] 01 March 10
 Chief Fiscal Officer (Institution) Date

State Administrator, SDPTE Date

[Signature] 2/25/10
 Chief Academic Officer (Institution) Date

[Signature] 4/10/10
 Chief Academic Officer, OSBE Date

[Signature] 3.3.10
 IRSA

President	Date	SBOE/OSBE Approval	Date
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 intention of the NOI is to reconfigure current departmental units into one unit within the College, a unit that would encompass all current programs and degrees. There is no intent to modify programs with this NOI. Currently the College of Art & Architecture has an organizational structure of three departments and one program that is administered through the Dean's Office. Departments are: the Department of Architecture & Interior Design, Department of Art & Design, Department of Landscape Architecture and the Virtual Technology and Design Program. This also meets Provost Doug Baker's Mandate to streamline administrative structures.

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.).

- Reduced state funding requires us to establish larger academic units, develop more efficient management structures, and find new revenue streams.
- Reactivation of the college in October, 2005 was based on the premise of integrated design in a common studio culture. The College of Art and Architecture's Strategic Plan – *Create, Collaborate, Lead* – articulated these concepts in a bold series of vision statements and strategies.
- A one-unit structure reflects a continuing commitment to the vision of an integrated college in which the integrity and strength of each discipline contributes to and reinforces our educational goals while reducing or eliminating unnecessary silos between disciplines.
- Our graduates are entering professions that are increasingly integrated and rapidly changing. We need to increase our ability to provide flexible and integrated education to prepare them for that world.

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

Accreditation:

- Maintaining accreditation in each discipline is a top priority of the college. Our CAA Teaching and Learning Mission states the following: "Provide accredited degree programs with extraordinarily effective teaching in dynamic learning environments, instilling in graduates the knowledge, skills, values and passion required for success as tomorrow's professionals and leaders." Discussions with all accreditation boards indicate that the reconfiguration proposed should not adversely affect accreditation as long as accreditation criteria are met. The college will work closely with accreditation boards throughout the implementation process to resolve any questions or concerns

Professional societies and constituencies:

- Members of the College's Advisory Council, professional practitioners and other private sector constituencies support this change. They believe this change represents a significant trend in practice and industry.
- Faculty members and academic programs are members of professional societies, and reconfiguration will not impact those relationships.

State Licensing Boards:

- This organizational structure change will not affect the ability of our graduates to become licensed in their professions.
- The College will work closely with licensing boards throughout the implementation process to respond to any unresolved issues.

Students:

- This change provides a dynamic opportunity for our students to be part of an integrated college of art, architecture, graphic design, interior design, landscape architecture, and virtual technology and design. Students will have better access to more flexible and innovative learning opportunities and experiences.
- This model corresponds to innovative private and public practice. As a result, students will find more relevance for their degree in their profession of choice which will prepare them to enter the integrated workforce.
- This underscores our current commitment to trans-disciplinary learning for all students through the "College- wide Foundations Program." This prepares them for the interdisciplinary world in which they will work and achieves efficiencies in our teaching.
- Student contributions will continue to be part of the process of formulating the vision of the new unit.

Faculty:

The new College by-laws will be developed so that:

- Faculty in each discipline will maintain control of curricula and instruction.
- Faculty will continue to be represented on college and university committees and participate in other faculty opportunities.
- Faculty in each discipline will participate in selecting unit leadership and college committee representation.
- Program coordinators, (formerly identified as department chairs in the current FSH) will be responsible for administrative duties including accreditation, course assignments, position descriptions, annual performance evaluations, promotion and tenure, budget management, per Faculty Staff Handbook 1420 e-1.
- In compliance with the Faculty Staff Handbook, a part time position will be established (identified as a Department Chair in FSH) to perform those tasks, not covered by the program coordinators identified above. (Relates to .50 FTE position on budget explanation.)

Process:

- February, 2009: Faculty and staff were involved in workshops that resulted in goals for the reconfiguration of the College. Chief among them was the need to retain existing faculty numbers to continue to teach classes. Concerns and desires were expressed and specific courses of action were tested. These workshops continued in March, 2009. Between workshops, chairs tested options that might be brought forward to the faculty as possible solutions.
- August, 2009: Department chairs developed a number of options including a list of advantages and disadvantages for faculty consideration.

- September, 2009: Eleven options were tested and prioritized again in a joint workshop of faculty and Advisory Council members.
 - September – November, 2009: Department chairs worked to further test preferred options with their departments.
 - December, 2009: A College workshop identified faculty and staff concerns.
 - January, 2010: In response to the December workshop, a Blackboard website was established to encourage informal communication. Four dialogue sessions were held to allow smaller groups to discuss options. An in-depth dialogue identified strengths and weaknesses of all options. A straw poll indicated that 80% of faculty and staff supported the one-unit option.
 - February, 2010: Student leaders continue to be informed of organizational changes as the process unfolds.
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.

N/A: The College of Art and Architecture offers the only integrated college of art, architecture, graphic design, interior design, landscape architecture, and virtual technology and design in the State of Idaho. These programs are segmented into different colleges in regional universities. This proposal strengthens our unique niche in art and design education.

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 No newer statistics available.	Fall, 2006 Art: Ugrads: 623 Grad: 15 Pre-Architecture 59	Fall, 2005 Art: Ugrads: 603 Grad: 15 Pre-Architecture 62	Fall, 2004 Art: Ugrads: 479 Grad: 12 Pre-Architecture 55	AY05-06 Ugrad: 58 Grad: 2	AY04-05 Ugrad: 73 Grad: 3	AY03-04 Ugrad: 63 Grad: 6
CSI						
CWI						
EITC						

ISU	Fall, 2009	Fall, 2008	Fall, 2007	AY08-09	AY07-08	AY06-07
	Art	Art	Art	Ugrad:	Ugrad:	Ugrad:
	Ugrads:	Ugrads:	Ugrads:	9	6	14
	95	90	88	Grad:	Grad:	Grad:
	Assoc:2	Assoc: 1	Assoc: 1	0	2	3
	Grad:	Grad:	Grad:			
	11	9	9			
LCSC						
NIC						
UI	Fall, 2009	Fall, 2008	Fall, 2007	Total: 2008- 2009	Total: 2007- 2008	Total: 2006- 2007
	911	938	892	175	198	166
				Ugrad:124	Ugrad:141	Ugrad:100
				Grad: 51	Grad: 57	Grad: 66

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	Ugrad	BA History of Art & Visual Culture BA Visual Art Assoc. Degree Pre Architecture	Areas offered are art metals, ceramics, drawing and painting, graphic design, history of art and visual culture, illustration, photography, printmaking and sculpture.
	Grad	MFA Visual Arts MA Art Education	
CSI	None		
CWI			
EITC			

ISU	Ugrad	BA Art BFA Art Associate of Arts Degree	The studio areas offered for concentration are drawing, painting, printmaking, papermaking, sculpture, weaving, ceramics and jewelry/metals.
	Grad	MFA Art	
LCSC	None		
NIC	None		
UI	Ugrad	Bachelor of Interior Design, Bachelor of Science, Architecture Bachelor of Arts and Bachelor of Fine Arts, Bachelor of Science in Art Education Bachelor of Science Landscape Architecture Bachelor of Science in Virtual Technology and Design	
	Grad	Master of Architecture, Master of Science in Architecture Master of Fine Arts, Master of Arts in Teaching Master of Landscape Architecture	

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). Topic: Centrality to Land Grant Mission and SBOE Directives:

Centrality to Land Grant Mission and SBOE Directives:

- Enacted in 1862, the Morrill Act created a process for every state to establish a college dedicated to the agricultural and mechanical arts. Later Legislation (the Morrill Act of 1890) expanded the disciplines that universities could address in their programming and curricula as land grant institutions.
- In reply to the Morrill Act and the establishment of the University of Idaho as a land grant University, the Idaho State Board of Education (ISBOE) has provided policy that directs the University of Idaho to formulate its academic plan and generate programs with primary emphasis on agriculture, natural resources, and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs related to the foregoing.

University of Idaho Strategic Action Plan

- The Vision, Values and Directions portion of the University of Idaho Strategic Action Plan 2005 – 2010 speaks directly to our mission in the State of Idaho. *"Through collaboration across strong academic disciplines, and through the creation of public, private and community partnerships, we will undertake bold initiatives to promote science, technology and their applications....."*
- Our reconfiguration directly addresses the University of Idaho Strategic Action Plan, Scholarly and Creative Activity Goal, under Objective A: *"Establish administrative structures, policies, procedures and incentives for faculty, departments, centers/institutes and colleges to participate in interdisciplinary programs."* This initial decision will begin a process that will support a transition that integrates our individually strong professional programs.

College of Art & Architecture Strategic Plan:

- *We teach the integrated concepts of art, design and technology with a focus on cultural and environmental stewardship.*
- *Unleash the power of design and creativity in every aspect of our teaching, research, service and administration, boldly using the tools of our professions to overtly impact how we teach, learn and operate as a College.*
- *The University Of Idaho, College of Art & Architecture is the school of choice for transdisciplinary, community influenced education. We teach the integrated concepts of art, design and technology with a focus on cultural and environmental stewardship. We effectively prepare students for successful careers and service in our allied fields, and beyond.*
- *Assume a leadership role in the implementation of the University's Strategic Plan and Strategic Initiatives, seeking out opportunities and funding for interdisciplinary collaboration, expanding classes, which attract students from other colleges, and making classes provided by other colleges an integral part of our students' learning.*
- *Proactively assess the current and forecasted needs of the professional markets to ensure that our programs are providing students with the required knowledge and skills to maintain a competitive advantage in their desired fields.*

Re-establishment of the College of Art & Architecture by SBOE, October, 2005

- In the document: Overview of the Process to Reestablish the College (Instruction, Research, and Student Affairs, April 20-21, 2006 SBOE), the group charged with re-establishment of the College recommended that the issue at hand for the CAA "was to impart a sense of an integrated and collaborative college umbrella of offerings that brought the college programs into a cohesive whole and reached out to the university community with some suggested ideas."
- The intention of the re-establishment was to close the discussion on past decisions and enter into an era of new beginnings and renewal and establish the groundwork for distinctive top-tier programs that are well positioned to serve the needs of the 21st Century in teaching and learning, scholarly creativity and engagement through outreach.
- The board also stated that the professional fee will be increased to accommodate the increased costs, and to provide equity among students in the college. The board stated, "All on-going costs for restoring the college administration will come from existing resources within Art and Architecture base budgets, existing carryover and reserve funds in Art and Architecture, and from additional professional fees. The professional fee will be increased to accommodate the increased costs."

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

N/A: Organization structural change, not programmatic

Yes _____ No _____

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

N/A: Organization structural change, not programmatic.

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

Estimated Fiscal Impact	FY <u>2011</u>	FY <u>2012</u>	FY <u>2013</u>	<u>Total</u>
A. Expenditures				
1. Personnel				
.5 FTE (includes Fringe) (Unit/Dept Head) ¹	55,200	56,900	58,600	170,700
2. Operating ²	10,000	5,000	5,000	20,000
3. Capital Outlay				
4. Facilities				
TOTAL:	65,200	61,900	63,600	190,700
B. Source of Funds				
1. Appropriated- reallocation				
2. Appropriated – New				

3. Federal				
4. Other:				
Student Professional Fees³	127,700	183,300	230,300	541,300
TOTAL:				
B. Nature of Funds				
1. Recurring *	127,700	183,300	230,300	541,300
2. Non-recurring **				
TOTAL: (NET)	62,500	121,400	166,700	350,600

* 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.

Footnotes:

1. Savings will be appreciated when current department chairs positions are transformed into Program Coordinators. Once responsibilities are described we will have a clearer definition of amount. Savings not shown, but exists; unknown at this time.

2. Operational Expense categories such as non-capital expenses for technology and office expenses.

3. Student Professional fee revenue is dependent upon extending the fee to all students in the College. For budget consistency, a constant enrollment is considered. (At present students in the Department of Art & Design do not pay the professional fees.)

A formal request for an all inclusive Professional Fee in the College to SBOE is currently in process. The following is a condensed rationale quoted from that request:

- Provides phased in equity for all students in the College of Art & Architecture;
- Provides funding for the higher cost of education provided through the studio model; and
- Recognizes the professional nature of our programs and professional accreditation

Patty Sanchez

From: Patty Sanchez
Sent: Monday, March 08, 2010 7:15 AM
To: 'Jim Munger'; 'Sheila Weaver'; 'Stacey Haase'; stoutm@uidaho.edu; 'Annalea Bromley'; 'Barbara Adamcik'; 'Billie Tribitt'; 'Connie Tillotson'; Dana Kelly; 'Doug Baker'; 'Gary Olson'; 'Jay Lee'; 'Jeff Fox'; 'Kelli Rooney'; 'Pam Claflin'; 'Richard Ledington'; 'Rick Aman'; 'Scott Hamilton'; 'Shonna Parsons'; 'Sona Andrews'; 'Terrah Lanman'; 'Tony Fernandez'
Cc: Dale Bower; Heather Champlain
Subject: UI Special Request - NOI for Review
Attachments: UI CAA Reconfiguration 3-2010.pdf
Importance: High

The Board office has received an NOI from the University of Idaho to reconfigure their College of Art and Architecture. As indicated in a previous email, the UI would like to request an expedited review of this NOI in preparation for the April Board meeting. Therefore, if there are no objections, please forward your comments no later than March 23, 2010 before I process further.

Thanks,
Patty Sanchez

Patty Sanchez

From: Jeff Fox [jfox@csi.edu]
Sent: Monday, March 08, 2010 7:48 AM
To: Patty Sanchez; Jim Munger; Sheila Weaver; Stacey Haase; stoutm@uidaho.edu; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Terrah Lanman; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: RE: UI Special Request - NOI for Review

CSI supports this proposal.

Regards,
 Jeff

Jeff Fox, Ph.D.
 Executive Vice-President & Chief Academic Officer
 College of Southern Idaho
 315 Falls Avenue
 Twin Falls, ID 83301
 208-732-6220
 Fax: 208-736-4785

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Monday, March 08, 2010 7:15 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; stoutm@uidaho.edu; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Terrah Lanman; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI Special Request - NOI for Review
Importance: High

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Thanks,
 Patty Sanchez

Patty Sanchez

From: Gary Olson [golson@isu.edu]
Sent: Monday, March 08, 2010 8:24 AM
To: Patty Sanchez; dougbaker@uidaho.edu
Cc: Connie Tillotson; Stacey Haase
Subject: RE: UI Special Request - NOI for Review

ISU supports this.

Best Regards,

Gary Olson

Gary A. Olson
Provost and Vice President
Idaho State University
921 S. 8th Ave, Stop 8063
Pocatello, ID 83209-8063

(208) 282-2171
Fax: 282-4487

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Monday, March 08, 2010 7:15 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; stoutm@uidaho.edu; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Terrah Lanman; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI Special Request - NOI for Review
Importance: High

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Thanks,
Patty Sanchez

Patty Sanchez

From: Tony Fernandez [tfernandez@lcsc.edu]
Sent: Monday, March 08, 2010 9:18 AM
To: Patty Sanchez
Subject: RE: UI Special Request - NOI for Review

LCSC supports this proposal.

J. Anthony Fernandez
 Provost and Vice-President for Academic Affairs
 Lewis-Clark State College
 500 8th Ave.
 Lewiston, ID 83501
 (208) 792-2213
tfernandez@lcsc.edu

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Monday, March 08, 2010 6:15 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; stoutm@uidaho.edu; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Terrah Lanman; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI Special Request - NOI for Review
Importance: High

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Thanks,
 Patty Sanchez

Patty Sanchez

From: Jay Lee [jalee@NIC.EDU]
Sent: Wednesday, March 10, 2010 5:25 PM
To: Patty Sanchez
Subject: RE: UI Special Request - NOI for Review

Patty,
NIC has no objections to this UI request.
Jay

From: Patty Sanchez [mailto:Patty.Sanchez@osbe.idaho.gov]
Sent: Monday, March 08, 2010 6:15 AM
To: Jim Munger; Sheila Weaver; Stacey Haase; stoutm@uidaho.edu; Annalea Bromley; Barbara Adamcik; Billie Tribitt; Connie Tillotson; Dana Kelly; Doug Baker; Gary Olson; Jay Lee; Jeff Fox; Kelli Rooney; Pam Claflin; Richard Ledington; Rick Aman; Scott Hamilton; Shonna Parsons; Sona Andrews; Terrah Lanman; Tony Fernandez
Cc: Dale Bower; Heather Champlain
Subject: UI Special Request - NOI for Review
Importance: High

The Board office has received an NOI from the University of Idaho to reconfigure their College of Art and Architecture. As indicated in a previous email, the UI would like to request an expedited review of this NOI in preparation for the April Board meeting. Therefore, if there are no objections, please forward your comments no later than **March 23, 2010** before I process further.

Thanks,
Patty Sanchez

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Idaho Rural Physician Incentive Program Awards

APPLICABLE STATUTE, RULE, OR POLICY

Sections, 33-3723 – 33-3725, Idaho Code.

IDAPA 08.01.14, Rules Governing Idaho Rural Physician Incentive Program

BACKGROUND/DISCUSSION

The Idaho Rural Physician Incentive Program was approved by the 2003 Idaho Legislature to encourage primary care physicians to practice in medically underserved areas of Idaho. Title 33, Chapter 37, Idaho Code establishes the Rural Physician Incentive Fund and authorizes the Board to assess and collect a fee to all state-supported medical students preparing to be physicians in the fields of medicine or osteopathic medicine. The fund is then used to incentivize physicians to practice in rural areas through the partial repayment of student loans related to their education. Collection of the funds began in the fall of 2003 with the disbursement of funds to eligible applicants beginning in July 2010.

An Oversight Committee was established consistent with Section 33-3724, to assist the State Board of Education in administering the program. Board staff worked with the committee to develop a formal application and process for reviewing the applications. Twelve (12) applications were submitted to the Office of the State Board of Education. Applications were scored based on the following criteria:

- Idaho medical student assessed rural physician fee and paid into fund; Idaho resident prior to completing medical school and didn't pay into fund; non-Idaho physician
- Primary care specialty (Family Medicine, Internal Medicine, Pediatrics); needed specialty (Psychiatry); other specialty
- Health Professions Shortage Area shortage area; non-Health Professions Shortage Area with demonstrated need
- Documented community need; no community need
- Indebtedness over \$200,000; Indebtedness under \$200,000

IMPACT

The awards will allow eligible physicians to receive qualified medical education debt repayments. While awards will be for a period of five years, applicants will be required to renew their application each year. An annual review of the rural physician incentive fund balance (including actual and projected revenue and distributions), will be conducted to ensure that the fund carries a minimum balance sufficient to meet awards committed and to fund new awards as recommended by the Oversight Committee.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

For this initial award year, four applicants have been selected to receive an award at \$10,000 each beginning July 1, 2010. Applicants will be required to renew their application by showing continued eligibility for up to five (5) years.

Applicant	Practice Location	Form of Support	Amount of Award
Austin Gillette	St. Anthony	Upper Valley Community Health Services, Inc.	\$10,000
Joshua Kern	Jerome	St. Benedicts Family Medical Center	\$10,000
Eddie Rodriguez-Lopez	Emmett	Valley Family Health Care, Inc.	\$10,000
J'Dee Ryan Wilson	Blackfoot	Idaho Dept. of Health & Welfare, Idaho State Hospital South	\$10,000

BOARD ACTION

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

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Statewide Strategic Plan for Higher Education Research

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

BACKGROUND/DISCUSSION

Idaho's universities have recognized the need for a statewide, collaborative approach to increase research activity among Idaho's public four-year institutions and the public and private sector and to enhance opportunities for greater external funding. In an effort to accomplish these objectives, the Vice Presidents for Research of the University of Idaho, Boise State University and Idaho State University were charged by the university presidents with developing a Statewide Strategic Plan for Research.

The plan represents the role Idaho's research universities could play in driving innovation, economic development, and enhancing quality of life in Idaho through national and internationally lauded research programs in strategic areas. The plan identifies areas of strength among Idaho's research universities; identifies research challenges and barriers facing universities; includes research opportunities Idaho should capitalize upon to further build its research base, and includes steps for achieving the research vision for Idaho's universities.

IMPACT

Investing in the state's unique research expertise and strengths could lead to new advances and opportunities for economic growth and enhance Idaho's reputation as a national and international leader in excellence and innovation.

ATTACHMENTS

Attachment 1 - Summary of Statewide Strategic Plan for
Higher Education Research

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Instruction, Research, and Student Affairs Committee, Higher Education Research Council, and Board staff recommend approval of the strategic plan as presented.

BOARD ACTION

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

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Idaho Higher Education Research Strategic Plan

Summary

March 26, 2010

Pamela L. Crowell, VP for Research, Idaho State University

John K. McIver, VP for Research and Economic Development, University of Idaho

Mark Rudin, VP for Research, Boise State University

Idaho's universities seek to be the driving force in innovation, economic development and enhanced quality of life in the state of Idaho through nationally and internationally lauded research programs in strategic areas. By developing and leveraging the state's unique research expertise and strengths, Idaho's universities will serve as catalyst and engine to spur the creation of new knowledge, technologies, products and industries. This in turn will lead to new advances and opportunities for economic growth and enhance Idaho's reputation as a national and international leader in excellence and innovation.

The areas of strength among Idaho's research universities include 1) Biosciences and Health, 2) Energy Production and Environmental Protection, 3) Novel Materials Development, 4) Natural Resource Utilization and Conservation, and 5) Policy Research. Idaho researchers have unique opportunities in these areas as a result of the Idaho National Laboratory and the Center for Advanced Energy Studies (CAES), the state's vast and diverse natural resources, and existing intrastate networks. At the same time, Idaho research universities are challenged by the economic recession, competition from other universities across the nation, thin and aging research infrastructure, and little high technology industry within the state.

The research vision for Idaho's universities will be achieved by:

- 1) Developing a sustainable resource base by identifying, recruiting and retaining top faculty with expertise in key research areas;
- 2) Building infrastructure including facilities, instrumentation, connectivity and database systems to support an expanding statewide and national research platform;
- 3) Attracting top-tier students to Idaho universities at the undergraduate and graduate levels, and providing outstanding education and research opportunities that will prepare them to excel in future careers;
- 4) Collaborating with external state, private, educational and national entities to further the shared research agenda for the state, thereby promoting economic development, and
- 5) Raising awareness among state, national and international constituencies about the research excellence and capabilities of Idaho's universities by developing and implementing targeted outreach, programs and policies

Outline for University Strategic Research Plan

Introduction

- Mission and vision
- Purpose of report
- Importance of research
- Limits of report

Survey of University Research

- BSU
- ISU
- UI
- Other

Research Opportunities/Advantages for Idaho

Research Threats

Research Challenges

Criteria for Research Area Selection

- Number of faculty and qualifications
- Publications and impact
- Infrastructure
- Academic programs
- Student involvement
- Funding
- Benefit to State and region
- Third party support i.e. Commerce report
- Tech transfer metrics

Research Areas

- Biosciences and Health
- Energy Production and Environmental Protection
- New Materials
- Natural and domestic resource utilization and conservation
 - Agriculture
 - Water
 - Forest
 - Recreation

Emerging Research Areas

Next Steps

- University initiatives
- Private sector and state engagement

Conclusion

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Recommendation for FY11 HERC Budget

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

BACKGROUND/DISCUSSION

The State Board of Education is appropriated funds each year by the Legislature through the colleges and universities appropriation to be used for the mission and goals of the Higher Education Research Council (HERC). The Board allocates these funds for research activities to the four-year public institutions for the following: Infrastructure, Specific Research Funding, Research Center, and State Matching Awards. A line item for Administrative Costs is included to cover the expenses for meetings, office supply needs, and the administration of HERC grant programs and activities such as the Research Center Grant Competition.

Infrastructure funds are allocated annually to the institutions according to percentages approved by HERC. Specific Research Funding has not been funded recently due to budget constraints. Research Centers have been approved by HERC through a competitive process for three-year funding cycles of at least \$250,000 per year. State Matching Awards have been dedicated to providing the State's match to the EPSCoR program.

The current funding cycle for the Research Center allocation is ending and the competitive process for the next three-year funding cycle is in progress. The three finalists have been identified and the next step would involve external review and recommendations for the winning proposal.

In an effort to ensure that funds are being used most effectively with the most benefit to the economy of the State, the Vice Presidents for Research (VPRs) developed recommendations to redirect the money that has been allocated to the Research Center funding for Fiscal Year 2011. The VPRs propose that the funds currently budgeted for center development and support within HERC's budget, be reallocated to create a gap fund entitled ***Idaho Technology Incubation Fund***. The development of this fund could enable Idaho's research universities to play a strong role in the State's economic development through their technology development and transfer programs, which could provide returns to the universities with the licensing of technologies. This fund would also help universities retain talented students by creating new opportunities within the private sector.

The award of these funds would be based on a competitive basis. With the Board's support, the VPRs propose that the duration of the reallocation of funds be fixed for a period of two years after which, the program will be evaluated for effectiveness. If approved by the Board, the Idaho Technology Incubation Fund

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

will be included in HERC's FY11 budget for their review in preparation for the June Board meeting.

Proposed revisions to Board Policy III.W., Higher Education Research is provided under a separate agenda item for the Board's consideration.

ATTACHMENTS

Attachment 1 - Proposal for Idaho Technology Incubation Fund

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Instruction, Research, and Student Affairs Committee, Higher Education Research Council, and Board staff recommend use of the HERC budget allocation as presented.

BOARD ACTION

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

**Idaho State Board of Education
Higher Education Research Council**

**Proposal to Create a
Idaho Technology Incubation Fund**

The Situation

The Higher Education Research Council of the Idaho State Board of Education (HERC) is responsible for allocation of State funding for research. These funds have been used to develop research infrastructure, promote STEM education, foster innovation and technology and enhance the research environment at our institutions. Nationally and within Idaho, it is being recognized that the intellectual property and technology created through university research is not being fully utilized or reaching its economic potential.

HERC believes that to fully realize the potential of the technical advances of the universities, to meet the expectations of stakeholders, and to create opportunities for retaining our students within Idaho, an unrestricted gap fund should be established from which technologies that meet specific criteria will be incubated to allow technology transfer and commercialization. These will be investments in selected technologies with expectations that the licensing of the technologies will provide returns to the universities and stimulate economic development.

Generally, university-developed technologies are very embryonic with a large requirement of additional investment needed to position them for successful licensing and commercialization. Small investments in prototyping or proof-of-concept work for carefully selected technologies would greatly enhance their marketability and value. Market research and business plans further reduces risks and increases value by validating the value of the technologies.

The State's universities can play a strong role in the State's economic development through their technology development and transfer programs. A focus on licensing within Idaho with a particular emphasis on university-based start-up companies creates a demand for critical analysis of the opportunities associated with newly created technology and matching these with commercial partners. Not all university technologies are suitable for start-ups. It should be noted, given the nature of Idaho's industrial base, it will be necessary in some instances to reach out to other regions of the country if the greatest opportunities to create value for the State and the university are found elsewhere.

Idaho loses a large portion of its home grown talent because of the limited employment opportunities for these highly educated individuals. This loss of talent can be overcome in part by involving students in the development of business opportunities during their educational careers. Students involved in entrepreneurial programs often become the founders of companies created from these programs. The universities have an opportunity to create an atmosphere of entrepreneurship within their students' educational programs by incorporating multi-disciplinary student teams and advisors to develop not only the prototypes or provide the proof-of-concepts,

but also to evaluate the business opportunities and business plans. Community advisors with business and start-up experience should be recruited to provide mentoring.

The Proposal

The Vice Presidents for Research at Boise State University, Idaho State University and the University of Idaho propose that the funds previously allocated for research center development and support within the HERC budget be reallocated to create the gap fund. These funds will be awarded on a competitive basis. The duration of this reallocation will be fixed for a period of two years at which time the success of the program will be evaluated for effectiveness.

The Process

A Request for Proposal (RFP) from HERC would go to the entire university community in early fall. The RFP will ask for proposals that identify a university-created technology that has demonstrable commercial potential. The proposal will describe the technology, identify the potential product(s) or service(s) enabled by the technology, explain how the funds will be used to validate the technology and markets, define the amount of funds requested, and identify the members of the interdisciplinary team working on the project. The submitter can work with the appropriate office in each university to develop the market potential information for the proposal.

A review team, overseen by the Idaho Technology Council, will evaluate each proposal. Criteria used in the evaluation and ranking of the proposals may include the following:

1. Technical feasibility
2. Technical maturity
3. Market attractiveness
4. Degree of interdisciplinary collaboration
5. Student involvement
6. Funding adequacy
7. Leveraging of funds through other grants and resources
8. Probability of success

The highest ranking proposals from each university will be funded up to the level of funding available. Most projects will be funded in the range of \$10,000-50,000 per project for a period not to exceed 12 months, although larger projects or longer incubation periods may be funded or allowed based on the merits or requirements of the project. Quarterly project meetings will be held to monitor progress and allow for mid-project adjustments as appropriate. Each project team will be debriefed at the completion of the project.

It is anticipated that a working prototype or solid proof-of-concept and business plan will result from the project. Assuming that the technical and business concept is validated, the appropriate technology transfer office will seek to either create a spin-out/start-up company or find an existing company to become the commercialization partner. The universities will follow standard industry practices in licensing the technology and the expertise of the commercialization partner.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Proposed Amendments to Board Policy III.W. Higher Education Research

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) was formed in 1988 as a result of the Idaho State Board of Education's interest in promoting basic and applied research at Idaho's public, four-year institutions. Under current Board policy, HERC is responsible for implementing and administering the Board's Higher Education research policy and the grant programs created by HERC through an appropriation by the Legislature.

Idaho's universities have recognized the need for a statewide, collaborative approach to increase research activity among Idaho's public four-year institutions and the public and private sector and to enhance opportunities for greater external funding. In an effort to accomplish these objectives, the Vice Presidents for Research of the University of Idaho, Boise State University and Idaho State University (VPRs) were charged by the university presidents with developing a Statewide Strategic Plan for Research. As part of this process, the VPRs recognized the need to restructure the composition of HERC and clarify and strengthen the role of HERC in accomplishing a statewide research plan.

HERC's current structure consists of the Presidents from each of the state's four-year public institutions, four non-institutional representatives selected from the general public, a representative from the Governor's Innovation Council, and the Board's Chief Academic officer who serves as an ex-officio, non-voting member. Proposed revisions to Board Policy III.W., Higher Education Research include the following representation on HERC:

- the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College;
- a representative of the Idaho National Laboratory (INL);
- four non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics; and
- two ex-officio members consisting of the Chief Academic officer of the Board and a representative of the Idaho Department of Commerce.

Other modifications include revisions to clarify HERC's role and responsibilities.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

IMPACT

Approval of the amendments to Board policy will provide HERC with the guidance and structure needed to effectively address policy and programs consistent with the current climate of academic research in the state of Idaho.

ATTACHMENTS

Attachment 1 - Proposed Amendments for Board Policy III.W.,
Higher Education Research

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Instruction, Research, and Student Affairs Committee, the Higher Education Research Council and Board staff recommend approval of the strategic plan as presented.

BOARD ACTION

A motion to approve the first reading of proposed amendments to Board Policy III.W. Higher Education Research to include the restructure of HERC.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

October 2009

W. Higher Education Research

1. Higher Education Research Council

a. Purpose and Coverage

Idaho's universities seek to be a driving force in innovation, economic development and enhanced quality of life in the State of Idaho through nationally and internationally lauded research programs in strategic areas. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities will serve as catalyst and engine to spur the creation of new knowledge, technologies, products and industries. This in turn will lead to new advances and opportunities for economic growth and enhance the State's reputation as a national and international leader in excellence and innovation.

The Higher Education Research Council of the Idaho State Board of Education (HERC) Policy presents provides guidance guidelines to Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho for a statewide collaborative effort to accomplish these goals and objectives. In addition, HERC provides direction on for and oversees the ~~most effective~~ use of the limited resources of the State of Idaho; provided by the Legislature ~~as a line item~~ for research ~~and overseen by the Higher Education Research Council, inby~~ promoting research activities that will have the greatest beneficial effect on the quality of education and the economy of the State. The implementation of this the higher education research policy of the Board will be the duty and responsibility of ~~the Board's Higher Education Research Council (HERC).~~

b. The Role of Research in Higher Education

Research is the creative search for and application of new knowledge.

i. Philosophical Statements and Guiding Principles

~~Public awareness of the~~ The significant role science, technology and other research play in our world in statewide economic development has is also ~~been~~ accompanied by ~~an enhanced~~ a demand for the scrutiny of publicly funded research, accountability, and attention to the management of ethical, legal, and safety issues associated with academic research. ~~A demonstrable return on the state's investment requires~~ To fulfill this role, HERC will direct and oversee the development, implementation, and monitoring of a statewide strategic plan for research. The development of a statewide strategic plan for research science and technology that will assist in the identification of general research areas that will enhance the economy of Idaho via partnering between academia, industry, and/or government. HERC will facilitate this partnering and interaction among business, industry and the public sector with science, engineering and other research faculty. To this end, HERC will be an active participant in the development, implementation and monitoring of the a statewide strategic plan for science and technology.

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This ~~policy~~ Policy is designed to assist the public baccalaureate and post-baccalaureate institutions in addressing these areas via appropriate research activities through:

- (1) individual and multi-disciplinary research projects;
- (2) extensive and rapid dissemination of the new knowledge and establishment of knowledge networks which would facilitate public, private, and academic institution interaction; and
- (3) collaborative relationships between academia and varied shareholders outside the academy.

The guiding principles are:

- (1) to maximize impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering, and other research.
 - (2) to ensure accountability for the state's investment via demonstrable results.
- ii. Support of research activities with public funds is important because:
- (1) Research is important in the education of students at all levels.

~~At the graduate level, students master current knowledge and produce new knowledge. The higher the quality of research and scholarly or creative activity in which the student is involved, the by graduate level students will result in a higher quality of his/her education. In addition, the education of undergraduates is enhanced through their participation in research.~~

- (2) Research plays an important role in maintaining and enhancing faculty quality.

~~Active participation in research by faculty prevents obsolescence. The saying that "research informs instruction" is meritorious. Research ensures that faculty stay abreast of current developments in their field. While faculty currency and vitality is important at all three degree levels, it is absolutely essential for those educating graduate students.~~

~~Effective training of future researchers at our universities and colleges requires faculty who are dedicated to teaching. In addition, because of the rapid generation of new knowledge, departments must have active research programs in order to teach students the latest scientific innovations and in order for university investigators to seriously compete for local, industrial, and federally sponsored grants.~~

- (3) Academic research contributes to economic development.

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~~Economic development interests are most directly served by attention to applied research which itself is based on the results of basic research. Academic institutions traditionally provide assistance in solving problems as well as in developing new knowledge. It is important that all academic institutions, particularly Ph.D. granting institutions, continue to serve these functions.~~

iii. The Board desires to increase the quality and quantity of research and to encourage continued public and private support of research in Idaho through application of the following principles:

(1) The quality and quantity of academic research produced is extremely dependent upon the research infrastructure.

(2) Faculty at Idaho's baccalaureate and post-baccalaureate institutions will be eligible to compete for research funds.

iv. The development and implementation of a statewide strategic plan for research science and technology is a vehicle for identification of research objectives and areas.

c. Specific ~~f~~Funding ~~p~~Programs to ~~s~~Strengthen ~~r~~Research in Idaho

The Board recognizes that talent exists on all of the campuses and the importance of permitting competition for research support and initiation funds. Therefore, the Board will use the following criteria in allocating funds for research activities under this policy at the various institutions.

Additionally, any condition set forth in the legislative appropriation for these research programs must be demonstrably met by the programs and/or projects that are to receive the appropriation.

i. Infrastructure

A portion of the competitive research funding should be distributed to the state's baccalaureate and post-baccalaureate institutions to support their science, engineering, and other research infrastructure. Distribution of these funds will be made according to percentages-guidelines approved by ~~the Higher Education Research Council HERC~~. These funds should be reserved for library support essential to research, graduate research assistantships, post doctoral fellows, technician support, maintenance contracts, research equipment, competitively awarded summer research support, start-up funds for new hires, and incentives to reward faculty for their research achievements.

ii. Targeted Specific ~~Research~~ Funding

Faculty members at the state's baccalaureate and post-baccalaureate institutions will have an opportunity to submit research project proposals for review under this program.

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- (1) All projects selected for funding under this program ~~must will~~ demonstrate the potential for economic benefit or cost savings for the State.
- (2) A major focus under this program should be start-up and seed funds that will assist a principal investigator in promoting basic or applied research; competing for external funding; and enhancing technology transfer or commercialization.
- (3) Collaborative research projects are encouraged.

Guidelines for this program will be established by ~~the Higher Education Research Council HERC~~, will incorporate an ~~out-of-state independent~~ peer review, and will include an evaluation component for commercial applicability for the benefit of the State.

iii. Research Centers

Many important research advances ~~can only be~~ are made through with the establishment of focused research centers. ~~These c~~Centers ~~should typically involve at least three several~~ faculty members from multiple institutions in conjunction with the necessary research equipment and support personnel. The funds needed to establish centers of this type should be adequate to create a critical research mass for multiple years leading to research center sustainability. ~~are large and, in all probability, no more than one such center per year should be established in Idaho. Minimal state funding of \$250,000 per center per year for at least three years is essential to enable centers to become nationally competitive. This State funding is clearly a minimal amount, which should be supplemented by non-state matching funds. Multiple year funding is essential for the establishment of these centers.~~

iv. State Matching Awards

Under this program ~~state~~State funds would be available to match those awarded by non-state sources by using an external peer review process.

Examples of matching entities for the state matching funds would be:

- (1) Federal Agencies
- (2) EPSCoR projects e.g., National Science Foundation, National Institute of Health, Department of Energy, Department of Defense, National Aeronautics and Space Administration, etc.
- (3) Foundations ~~e.g., Murdoc, Northwest Area, Robert Wood Johnson Grants, etc.~~
- (4) Business and Industry
- (5) Other

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v. Post-Award Accountability

Any project receiving funding through any of the previously described Board sponsored programs will be required to report on its productivity with respect to such items as:

- (1) number of students involved;
- (2) number of faculty involved;
- (3) external funding earned as a result;
- (4) publications in refereed journals;
- (5) presentations at professional meetings and conferences;
- (6) patents awarded or pending;
- (7) economic benefits; or
- (8) problem resolution.

Reporting procedures will be established and administered through ~~the Higher Education Research Council~~.

d. ~~State Responsibilities and Membership of the Higher Education~~ Research Council

In order to advise the Idaho State Board of Education on the implementation of the above strategies, ~~HERC an Idaho Higher Education Research Council, which will~~ reports to the Board through the Instruction, Research and Student Affairs Committee, ~~, shall be appointed by the Board.~~ The assigned responsibilities of ~~the Higher Education Research Council~~ will include the following:

- ~~(1) (1) ——— direct and oversee the development of a higher education statewide strategic plan for research;~~
- ~~(2) direct and oversee the use of Legislatively appropriated funds for higher education research;~~
- ~~(3) determine and distribute to all interested parties the guidelines for submission of proposals under the competitive programs;~~
- ~~(2)(4) organize the review procedures for proposals submitted under the guidelines mandated and recommend to the Board which of these proposals should be funded;~~
- ~~(3) recommend ways in which cooperative inter-institutional and collaborative graduate and research programs among the educational institutions can be encouraged, developed, and sustained; and~~
- ~~(4)(5) monitor the productivity of each funded project to warrant continued funding and to provide accountability.~~

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The membership of ~~this Council~~ HERC shall consist of:

- (1) the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College;
- (2) a representative of the Idaho National Laboratory (INL);
- (3) four non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics; and
- (4) two ex-officio members consisting of the Chief Academic officer of the Board and a representative of the Idaho Department of Commerce.

~~Presidents from each of the state's universities and the four year college (University of Idaho; Idaho State University; Boise State University; Lewis-Clark State College), four non-institutional representatives selected from the general public who are committed to research, and a representative from the Office of Science and Technology. The State Board of Education shall appoint the four non-institutional representatives~~a. The four non-institutional representatives shall be appointed for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for three years. The appointments of the representatives of INL and the Department of Commerce shall be subject to approval of the Board. All members of HERC shall have equal voting privileges.

~~nd a representative from the Office of Science and Technology who shall serve as an ex-officio member with voting privileges. The chairman of the committee will be elected by the Council annually. Term length for the non-institutional members is three years.~~

2. Experimental Program to Stimulate Competitive Research (EPSCoR)

a. Overview

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR shall be subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

b. EPSCoR Mission

Idaho EPSCoR's mission shall be to stimulate systematic and sustainable improvements in Idaho's academic science, technology, engineering and mathematics (STEM) research

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capabilities for the purpose of establishing nationally prominent research competitiveness in selected areas eligible for support by the National Science Foundation and other federal and private sponsors. It is expected that EPSCoR investments shall harmonize with the research interests of Idaho's public universities, the State of Idaho, and Idaho's industries. The University of Idaho, Idaho State University, and Boise State University are Idaho EPSCoR partner institutions.

c. Idaho EPSCoR Committee

Idaho EPSCoR shall be guided by a committee appointed by the Board.

i. Duties and Responsibilities

The Idaho EPSCoR Committee shall serve under the direction of the Board and shall oversee the implementation of the Idaho EPSCoR program and office. The Idaho EPSCoR Committee is responsible for the selection and progress of EPSCoR projects funded by various federal agencies, in accordance with agency-specific guidelines. The committee shall establish policies and procedures to ensure that EPSCoR program goals and objectives are met. These policies and procedures shall be brought to the Board for approval. The committee will carry out the following EPSCoR objectives:

- (1) To catalyze key research themes and related activities within and among EPSCoR jurisdictions that empower knowledge generation, dissemination and application;
- (2) To activate effective jurisdictional and regional collaborations among academic, government and private sector stakeholders that advance scientific research, promote innovation and provide multiple societal benefits;
- (3) To broaden participation in science and engineering by institutions, organizations and people within and among EPSCoR jurisdictions; and
- (4) To use EPSCoR for development, implementation and evaluation of future programmatic experiments that motivate positive change and progression.

ii. Operating Procedures

The committee will meet in person annually, and more often by teleconference to fulfill its duties. Additional meetings may be called by the chair or by request of three (3) or more committee members. The chair will appoint subcommittees as needed. The appointments are subject to review of the entire committee. On a regular basis, the committee shall monitor the activities of the project director and provide direction as necessary.

The project director, under the direction of the chair, prepares the agenda, schedules each meeting of the committee and maintains a written record of the committee's activities.

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iii. Membership

Committee membership shall be constituted to provide for geographic, academic, business and state governmental representation. The committee shall consist of sixteen (16) members with voting privileges, composed of the following:

- The Vice President for Research or Chief Research Officer at the University of Idaho, Idaho State University, and Boise State University;
- One member from each chamber of the Idaho state legislature;
- One representative from Idaho National Laboratory;
- One representative from the Idaho Department of Commerce – such individual shall be focused on economic development;
- The remainder shall be representatives of the private sector who have a stake in developing the state's research infrastructure or who have experience in innovation and entrepreneurial activities, applied research and development, management and finance, or community economic development.

In addition, one representative of the Governor's office and one member of the Board shall serve on the committee as ex officio members without voting rights.

iv. Nominating Process

The Idaho EPSCoR Committee will nominate candidates for committee membership for consideration by the Board. The list of candidates must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of committee member, or within 30 days after any vacancy.

(1) Incumbent Reappointment

In the event that the incumbent candidate is interested in reappointment and is eligible to continue serving, the nominating committee shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The Board may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures. If there is no incumbent seeking reappointment, or if the Board chooses not to reappoint an incumbent, the procedures are as outlined in item (2).

(2) Open Appointment

- (a) The EPSCoR committee on behalf of the Board will advertise the vacancy in appropriate state, regional or local publications. Such advertisements will solicit interested persons to apply for the vacant position on the Idaho EPSCoR Committee.

GOVERNING POLICIES AND PROCEDURES**SECTION: III. POSTSECONDARY AFFAIRS****SUBSECTION: W. Higher Education Research****October 2009**

- (b) Each applicant must provide a written statement expressing his or her interest in becoming a member of the committee. Each applicant must also provide evidence of his or her qualifications, and must identify his or her primary residence.
- (c) The EPSCoR committee will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of this review is to identify the most qualified candidates for Board consideration.
- (d) The EPSCoR committee will forward the qualified candidates, in order of preference, to the Board for consideration. The Board may provide for interviews of the candidates, if needed.

The Board may, after review of the candidates nominated by the committee pursuant to the process described herein, consider other candidates for committee membership identified by the Board or its staff.

v. Terms of Membership

Committee members shall serve five-year terms. An incumbent member may be nominated by the committee for re-appointment by the Board, but no member may serve more than three (3) consecutive terms. All terms, regardless of length, shall begin on July 1st and end on June 30th of the year(s) beginning or ending said term.

Appointments will be staggered to ensure that no more than one-third (1/3) of the appointments will become vacant in any given year. An appointee who has reached the end of his or her term shall remain in service as a committee member until reappointment, or until the appointment of a new member is named and approved by the Board. Officers will be nominated and elected by a vote of the committee.

d. Reporting

The committee shall prepare an annual report to the Board that details all projects by federal agency source, including reports of project progress from associated external Project Advisory Board (PAB) .

e. Idaho EPSCoR Office

Within guidelines specified by NSF and this policy, the EPSCoR committee shall determine and select an Idaho EPSCoR partner institution to serve as the lead institution which will house the project director for purposes of administering Idaho EPSCoR and providing support and resources to the Idaho EPSCoR Committee.

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: W. Higher Education Research

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f. Idaho EPSCoR Project Leadership

The project director and any associate project directors are selected by and serve under the direction of the Idaho EPSCoR Committee.

The project director shall be a tenured faculty member of an Idaho EPSCoR partner institution whose qualifications must include: a successful research track record (grants and professional publications) in science or engineering, experience in research management and academic administration, and a successful record of dealing with various segments of academic institutions, government, industry, and the public.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

First Reading, New Proposed Board Policy III.A.B., Idaho Rural Physician Incentive Program Oversight Committee

APPLICABLE STATUTE, RULE, OR POLICY

Sections, 33-3723 – 33-3725, Idaho Code.

BACKGROUND/DISCUSSION

The Idaho Rural Physician Incentive Program was approved by the 2003 Idaho Legislature to encourage primary care physicians to practice in medically underserved areas of Idaho. Sections 33-3723–33-3725, Idaho Code establishes the authority of the Board, through an oversight committee, to administer the program and assess/collect the rural physician incentive fee.

While the Oversight Committee has been established per Section 33-3724, Idaho Code, a Board policy is necessary to provide guidance to the Oversight Committee. Board staff worked with the Oversight Committee to develop a new policy, which would cover the role and purpose of the committee, operating procedures, committee structure, terms of membership, and reporting requirements.

IMPACT

Approval of the Board policy will provide specific guidance to the Oversight Committee needed for its operation and implementation of the rural physician program.

ATTACHMENTS

Attachment 1 – New Proposed Board Policy III.A.B.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the new proposed Board Policy as presented.

BOARD ACTION

A motion to approve the First Reading of new proposed Board Policy III.A.B., Idaho Rural Physician Incentive Program Oversight Committee as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: III. Postsecondary Affairs

Subsection: A.B. Idaho Rural Physician Incentive Program

Draft March 24, 2010

A.B. Idaho Rural Physician Incentive Program

1. Overview

The Idaho Rural Physician Incentive Program was developed to encourage primary care physicians to practice in medically underserved areas of Idaho. Sections 33-3723, 33-3724, and 33-3725, Idaho Code establishes the authority for the State Board of Education (Board), through an oversight committee, to administer the Idaho Rural Physician Incentive Program, and to assess and collect the rural physician incentive fee.

Idaho Code Section 33-3724 authorizes the Rural Physician Incentive Fund and facilitates payment of qualified educational debts of rural physicians who practice in areas of the state that are medically underserved and that demonstrate the need for assistance in physician recruitment. The fund is funded by fees assessed to all Idaho students participating in the WWAMI (Wyoming, Washington, Alaska, Montana and Idaho) and University of Utah state supported medical education programs.

2. Idaho Rural Physician Incentive Program Oversight Committee

The Idaho Rural Physician Incentive Program Oversight Committee (Oversight Committee) is established per Idaho Code 33-2724 and shall serve under the direction of the Board.

a. Oversight Committee Membership

Committee membership shall have a balanced representation of primary constituent groups within health professions. The committee shall be composed of members from the following organizations:

1. Idaho Hospital Association
2. Idaho Medical Association
3. Idaho Osteopathic Association
4. Office of Rural Health and Primary Care
5. The Idaho Area Health Education Center
6. Medical Student Program Administrator
7. Each Idaho Physician Residency Program receiving State appropriated fund support
8. Other appropriate organizations

b. Nominating Process

The Executive Director shall solicit written nominations of qualified individuals from each of the organizations provided above for committee membership. The Executive Director may select from the nominations or select other qualified individuals to serve on

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: III. Postsecondary Affairs

Subsection: A.B. Idaho Rural Physician Incentive Program

Draft March 24, 2010

the committee. All selections by the Executive Director are subject to approval by the Board. The list of candidates must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of committee member, or within 30 days after any vacancy.

c. Terms of Membership

Committee members shall serve three-year terms. An incumbent member may be nominated by the committee for re-appointment by the Board, but no member may serve more than three (3) consecutive terms. All terms shall begin on July 1 and end on June 30 of the year(s) beginning or ending said term.

Appointments will be staggered to ensure continuity of operations as members of the Committee complete their initial term of appointment and are reappointed or replaced. An appointee who has reached the end of his or her term shall remain in service as a committee member until reappointment, or until the appointment of a new member is named and approved by the Board. Officers will be nominated and elected by a vote of the committee.

d. Elections of Officers

The Committee will elect a Chair, Vice-chair, and Secretary for terms of office of one year. The Chair will call and conduct each meeting of the Committee. In the absence of the Chair, the Vice-chair may call and conduct each meeting. The Chair or Vice-chair will provide a brief oral report after each meeting to the Executive Director. The Committee Secretary will ensure that a brief written summary of each Committee meeting, along with Committee approved actions/recommendations, is forwarded to the Executive Director in a timely manner.

e. Operating Procedures

The Committee will meet at the call of the Chair as often as necessary to fulfill Committee responsibilities but not less than twice each calendar year. Time and location of all meetings is at the discretion of Chair based on availability of Committee members. A meeting agenda will be published prior to each meeting and made available to Committee members along with appropriate meeting materials. All meetings will conform to Section, 67-2340-67-2347, Idaho Code, Open Meeting Law.

f. Duties of the Oversight Committee

The Committee will solicit qualified physician applicants/eligible areas for participation in the Rural Physician Incentive Program; and select and prioritize approved physician candidates/eligible areas consistent with the Board approved criteria (see IDAPA 08.01.14, sections .014 and .016). Awards shall not exceed the amount available in the fund when making award recommendations.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

First Reading – Proposed addition to Board Policy III.P., Students

BACKGROUND/DISCUSSION

This is a new policy section written to guide the consistent handling of student complaints once they have been forwarded to the Office of the State Board of Education. This policy provides guidance for a written process and the time frame for students to appeal to the Office of the State Board in instances where a student may feel they have not had the opportunity for an appropriate review at the campus level.

IMPACT

Student grievances are to be handled at the institutional level. This policy sets forth a process for those instances when a complaint is sent to the Office of the State Board of Education.

ATTACHMENTS

Attachment 1 – Board Policy III.P.18, Students

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends the approval of this policy.

BOARD ACTION

A motion to approve the first reading of the proposed addition to Board Policy III.P., Students.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: III. POSTSECONDARY AFFAIRS

Subsection: P. Students

April 2002 June 2010

18. Student Complaints/Grievances.

The State Board of Education and Board of Regents of the University of Idaho, as the governing body of the state's postsecondary educational institutions, has established the following procedure for review of institution decisions regarding student complaints/grievances:

- a) The Board designates its Executive Director as the Board's representative for reviewing student complaints/grievances, and authorizes the Executive Director, after such review, to issue the decision of the Board based on such review. The Executive Director may, in his/her discretion, refer any matter to the Board for final action/decision.
- b) A current or former student at a postsecondary educational institution under the governance of the Board may request that the Executive Director review any final institutional decision relating to a complaint or grievance instituted by such student related to such individual's attendance at the institution. The student must have exhausted the complaint/grievance resolution procedures that have been established at the institution level. The Executive Director will not review complaints/grievances that have not been reported to the institution, or processed in accordance with the institution's complaint/grievance resolution procedures.
- c) A request for review must be submitted in writing to the Board office to the attention of the Chief Academic Officer, and must contain a clear and concise statement of the reason(s) for Board review. Such request must be received in the Board office no later than thirty (30) calendar days after the student receives the institution's final decision on such matter. The student has the burden of establishing that the final decision made by the institution on the grievance/complaint was made in error. A request for review must include a copy of the original grievance and all proposed resolutions and recommended decisions issued by the institution, as well as all other documentation necessary to demonstrate that the student has strictly followed the complaint/grievance resolution procedures of the institution. The institution may be asked to provide information to the Board office related to the student complaint/grievance.
- d) The Chief Academic Officer will review the materials submitted by all parties and make a determination of recommended action, which will be forwarded to the Executive Director for a full determination. A review of a student complaint/grievance will occur as expeditiously as possible.
- e) The Board office may request that the student and/or institution provide additional information in connection with such review. In such event, the student and/or institution must provide such additional information promptly.
- f) The Board's Executive Director will issue a written decision as to whether the institution's decision with regard to the student's complaint/grievance was proper or was made in error. The Executive Director may uphold the institution's decision, overturn the institution's

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

Subsection: P. Students

~~April 2002~~ June 2010

decision, or the Executive Director may remand the matter back to the institution with instructions for additional review. Unless referred by the Executive Director to the Board for final action/decision, the decision of the Executive Director is final.

The Board staff members do not act as negotiators, mediators, or advocates concerning student complaints/grievances.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Second Reading, Proposed New Board Policy III. AA., Accountability Oversight Committee

BACKGROUND/DISCUSSION

The Accountability Oversight Committee will function as an ad hoc committee of the Idaho State Board of Education and be staffed by the Board's Accountability Program Manager.

The committee will review and make recommendations on the results of the statewide assessments, an annual report of student achievement, and other reports and studies as necessary for oversight of the statewide accountability system.

Changes from the first reading of this draft policy include minor revisions to policy format and additional language for the appointment of the committee chair.

IMPACT

The new policy includes the purpose and role, establishes committee structure, and defines terms of membership and reporting requirements.

ATTACHMENTS

Attachment 1 – Accountability Oversight Committee Policy

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the approval of the accountability oversight committee policy.

BOARD ACTION

A motion to approve the second reading of Board Policy III. AA., Accountability Oversight Committee as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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AA. Accountability Oversight Committee

1. Overview

The Accountability Oversight Committee will function as an ad hoc committee of the Idaho State Board of Education and be staffed by the Board's Accountability Program Manager.

2. Duties and Responsibilities

i) Provide recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed.

ii) Develop and review an annual report of student achievement. This report shall be compiled collaboratively by Board and State Department of Education staff and submitted to the committee for review. The committee will forward the report to the Board with recommendations annually.

3. Meetings and Operating Procedures

The committee shall meet twice annually, additional meetings may be called by the Chair as needed.

4. Membership

The committee membership shall consist of:

- Two members of the Idaho State Board of Education, appointed by the Board president;
- The Superintendent of Public Instruction; and
- Four members recommended by the Governor and appointed by the Board, one of which will chair the committee, who shall serve a term of one year.

5. Terms of Membership

Board members appointed to the committee serve at the pleasure of the president of the Board. Committee members recommended by the Governor and appointed by the Board shall serve two-year terms. An incumbent member may be recommended by the Governor for re-appointment by the Board. All terms shall begin on July 1st and end on June 30th of the year(s) beginning or ending said term.

GOVERNING POLICIES AND PROCEDURES

SECTION: III. ACADEMIC AFFAIRS

SUBSECTION: AA. Accountability Oversight Committee

April 2010

Appointments will be staggered to ensure that no more than two (2) appointments will become vacant in any given year.

An appointee who has reached the end of his or her term shall remain in service as a committee member until re-appointment, or until the appointment of a new member by the Board. Committee officers will be nominated and elected by a vote of the committee.

The Superintendent of Public Instruction will serve as an ex-officio member of the committee.

6. Reporting

This committee will report directly to the Board.

**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	SCHOOL DISTRICT PROPERTY ALTERATION, MERIDIAN- KUNA	Motion to Approve or Disapprove
3	SCHOOL DISTRICT PROPERTY ALTERATION, PLUMMER/WORLEY- COEUR D'ALENE	Motion to Approve or Disapprove
4	SCHOOL DISTRICT PROPERTY CORRECTION, WEST BONNER-LAKELAND	Motion to Approve
5	IDAHO CONTENT STANDARDS FOR SCIENCE	Information Item
6	PROPOSED RULE- IDAPA 08.02.03.004, RULES GOVERNING THOROUGHNESS, INCORPORATED BY REFERENCE- CONTENT STANDARDS	Motion to Approve
6a	REVISION OF INFORMATION, COMMUNICATION, AND TECHNOLOGY STANDARDS	Motion to Approve
6b	REVISION OF MATH STANDARDS- COMMON CORE	Motion to Approve
6c	REVISION OF ENGLISH LANGUAGE ARTS STANDARDS- COMMON CORE	Motion to Approve
7	PROPOSED RULE- IDAPA 08.02.02.018, RULES GOVERNING UNIFORMITY, STANDARD ELEMENTARY CERTIFICATE	Motion to Approve
8	APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION	Motion to Approve

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9	GEORGE FOX UNIVERSITY MASTER OF ARTS IN TEACHING FOCUSED REVIEW TEAM REPORT	Motion to Approve
10	IDAHO DEPARTMENT OF CORRECTION ROBERT JANSS SCHOOL WAIVER REQUEST	Motion to Approve

STATE DEPARTMENT OF EDUCATION
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SUBJECT

Superintendent of Public Instruction Update to the State Board of Education

BACKGROUND/DISCUSSION

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

BOARD ACTION

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

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STATE DEPARTMENT OF EDUCATION
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SUBJECT

Alteration of School District Boundaries from the Kuna School District to the Meridian Joint School District

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-308, Idaho Code
IDAPA 08.02.01.050, Rules Governing Uniformity

BACKGROUND/DISCUSSION

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. The residents of the Pear Blossom Subdivision have submitted a petition for the excision/annexation of property from the Kuna School District to the Meridian Joint School District in compliance with this statute. If the proposal is approved, it will be sent to the electors of the area affected.

The petition proposes to excise approximately eight (8) acres from the Kuna School District and annex it into the Meridian Joint School District. The Pear Blossom Subdivision, which is currently comprised of twenty (20) lots, is divided between the two school districts. Nine (9) children from five (5) families in the subdivision currently attend Meridian schools, and none of the subdivision children currently attend Kuna schools. The petitioners would like all the children in the subdivision to attend the school in the same district.

The Kuna Board of Trustees considered the petition and voted unanimously to reject the petition. The Meridian Board of Trustees considered the petition and voted 4-1 to approve the petition.

Pursuant to IDAPA 08.02.01.050, a hearing officer was appointed to review the request and a public hearing was held. The hearing officer concluded that it would be inappropriate to approve a change in school district boundaries based on a developer's decision to create lots divided by district boundaries. The hearing officer also concluded that it would set a bad precedent to create a short jog in the established district boundaries to allow five (5) homes from one district to move into another district, particularly when the remaining land owned by the same developer south of the current subdivision will still include lots in the Kuna School District. The hearing officer's recommendations incorrectly state the area to be excised and annexed is 63.49 acres. However, the actual area is only approximately 8 acres. The developer is not planning to develop the remaining portion of the subdivision due to changes in the market and the cost effectiveness of developing a sewage treatment plant. A letter attesting to this is attached. The hearing officer's recommendation and exhibits are also attached. These include the documents as originally submitted to the State Department of Education. A signed list of petitioners and a letter from the Meridian Joint School District addressing the bonded indebtedness will be provided prior to the State Board meeting.

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ATTACHMENTS

Attachment 1 – Hearing Officer’s Recommendation	Page 3
Attachment 2 – School Board of Trustee Recommendations	Page 11
Attachment 3 – Petition to Alter the District Boundaries	Page 15
Attachment 4 – Letter from Subdivision Developer	Page 21

BOARD ACTION

A motion to _____ the findings and conclusions in the recommended order issued by the hearing officer and to _____ the excision and annexation of property from the Kuna School District to the Meridian Joint School District.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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JEAN R. URANGA
Hearing Officer
714 North 5th Street
P.O. Box 1678
Boise, Idaho 83701
Telephone: (208) 342-8931
Facsimile: (208) 384-5686
Idaho State Bar No. 1763

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

In the Matter of the Petition)
of PEAR BLOSSOM SUBDIVISION)
regarding:)
KUNA JOINT SCHOOL DISTRICT #3)
and)
MERIDIAN JOINT SCHOOL DISTRICT)
#2.)
_____)

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND RECOMMENDED ORDER**

This matter is before the Hearing Officer based upon the Petition on behalf of residents of the Pear Blossom Subdivision, signed by Aaron Hale, President of the Pear Blossom Subdivision Homeowner's Association. An evidentiary hearing on the Petition was conducted March 1, 2010, at 9:00 o'clock a.m. Jay Hummel, Superintendent of the Kuna School District, appeared representing the Kuna Joint School District No. 3. Bruce Gestrin, Assistant Superintendent for the Meridian Joint School District No. 2, appeared representing the Meridian School District. Aaron Fuhriman and Carol Fuhriman appeared representing the Pear Blossom Subdivision.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 1

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FINDINGS OF FACT

The Petition on behalf of the Pear Blossom Subdivision dated December 8, 2009, indicates the subdivision is located off Meridian Road between Lake Hazel and Columbia Roads. The Petition was submitted by the Homeowner's Association President, Aaron Hale. The Petition proposes to remove approximately 63.49 acres from the Kuna School District and have that property annexed into the Meridian School District.

The Pear Blossom Subdivision is currently comprised of twenty (20) lots. The Meridian/Kuna school district boundary cuts through the subdivision. The Petition acknowledges the school district boundaries existed long before the subdivision was created. Nine (9) children from five (5) families within the subdivision currently attend Meridian schools and none of the subdivision children currently attend Kuna schools.

The Petition further states there are currently nine (9) buses driving through the subdivision every day to pick up school children for both districts. The Petition notes there are currently eight (8) families with twenty-three (23) children in the subdivision and three (3) lots have been sold to families who have a combined seven (7) children.

A review of the map attached to the Petition indicates that the developer of the Pear Blossom Subdivision elected to create a road that follows the school district boundary for a distance and then veers south off of the school district boundary creating the current problem of children from the same subdivision being in

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 2

**STATE DEPARTMENT OF EDUCATION
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different school districts.

The Petition did not include information regarding the market value, for tax purposes, of the two districts prior to the requested transfer and of the area to be transferred as required by IDAPA 08.02.01.04.

Aaron Fuhriman appeared on behalf of the Petitioners. He has three (3) children who are not currently school age, but who will be in the Kuna school district when they start school. Mr. Fuhriman testified the school district boundary does not follow the road and cuts through some lots. Five (5) lots in the twenty (20) lot subdivision are located in the Kuna School District. An additional four (4) lots are cut in half by the school district boundaries. Testimony was presented that, when a school district boundary divides a lot, the children attend school in the school district where the master bedroom of the house is located.

Mr. Fuhriman testified his children are in the Kuna School District, but when he purchased the property, the closing documents indicated their property was in the Meridian School District. The Fuhrimans want all children in the current subdivision to attend school in the same district. He further testified that having two school districts in the same subdivision results in an excessive number of buses driving through the subdivision. Next year there will be ten (10) buses per day driving through the subdivision. Mr. Fuhriman argued that children who live in the same subdivision do better academically if they attend school with their friends from their neighborhood. He argued it was in the best interests of

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 3

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all children in the subdivision to attend the same schools. In response to an inquiry by the Hearing Officer, Mr. Fuhrman admitted that the developer of the Pear Blossom Subdivision intends in the future to develop the remaining, adjoining property to the south which he owns. That property lies south of the proposed boundary line and all of those additional lots would be located in the Kuna District.

Pursuant to Idaho Code §33-308, the Petition was presented to the Board of Trustees of the Kuna School District and the Meridian School District. By letter dated December 15, 2009, the Joint School District No. 2 in Meridian advised the State Department of Education that their Board of Trustees approved the proposed Petition.

By letter dated January 14, 2010, the Kuna Joint School District No. 3 notified the State Department of Education that their Board of Trustees voted to reject the Petition.

Jay Hummel, the Superintendent, testified on behalf of the Kuna School District. He argued the school district boundaries were set long before the subdivision was developed and that information was easy to come by. Purchasers of property in that area should have known where the school boundaries were when they purchased. Mr. Hummel argued that school district boundaries often divide subdivisions and create problems when new subdivisions are developed and that does not justify a boundary change. He further argued the number of buses should not make much difference to a decision and problems of excessive busing are a matter of state

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 4

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policy which need to be addressed at the state level. He noted some charter schools and magnet schools also have buses which pick up students with no regard for school district boundaries. Mr. Hummel further state that open enrollment allows residents of the Pear Blossom Subdivision who are in the Kuna School District to petition to have their children attend Meridian Schools.

Bruce Gestrin testified on behalf of the Meridian School District and stated the Meridian District supports granting the Petition. He stated that, while open enrollment is a potentially viable option, there is no guarantee that can be done in the future if room is not available at a given school.

CONCLUSIONS OF LAW

Idaho Code §33-308 establishes the procedure for requesting excision and annexation of school district territory. Subsection (1) allows one-fourth or more of the school district electors, residing in an area of not more than 50 square miles, to petition for annexation of an area from one school district to another contiguous school district. In this case, the Petition was submitted by the homeowner's association, not by one-fourth of the electors residing in the area proposed to be excised from the Kuna District and annexed to the Meridian District.

Idaho Code §33-308(4) provides that the State Board of Education shall approve the proposal if two conditions are met. First, the excision and annexation must be in the best interest of the children residing in the area described and second, excision must not leave a school district with a bonded debt in excess of

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 5

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the limit prescribed by law. If a proposal is approved, the matter is then submitted to the school district electors residing in the area described.

No testimony was presented on whether the proposed annexation would have any effect on the bonded indebtedness of either district.

The administrative rules of the State Board of Education further clarify what criteria will be considered in determining the best interests of children residing in the area IDAPA 08.02.01. IDAPA 08.02.01.03.b sets forth four factors to be considered in determining the best interests of the children residing in the area described.

With respect to the first factor, no evidence was presented by any parties regarding the safety and distance of the children from the applicable schools.

With respect to the second factor, Mr. Fuhriman testified his children would be happier and would be more successful in the Meridian School District. The Kuna District is opposed to the petition and Meridian District supported the petition.

With respect to the third factor, no clear evidence was presented regarding the adjustment of the children to their home and neighborhood environment.

With respect to the fourth factor, the evidence indicates that the Meridian School District is willing to accept the children into its school district.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 6

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No compelling evidence was presented to conclude the proposed boundary change would be in the best interests of the children residing in the area.


The Hearing Officer concludes that this is an unfortunate circumstance which resulted from the developer's decision on where to locate the main road into the subdivision and the developer's decision to create lots which are divided by the district boundaries. It would appear to be inappropriate to approve a change of school district boundaries any time a developer makes such choices.

The Hearing Officer further concludes it would set a bad precedent to create a short jog in the established district boundaries to allow five (5) homes from one district to move into another district, particularly when the remaining land owned by the same developer south of the current subdivision will still include lots in the Kuna School District. Changing the boundary now will still result in children in one subdivision attending schools in different districts.

RECOMMENDED ORDER

Based upon the foregoing, it is recommended that the Petition for Excision from the Kuna School District and Annexation to the Meridian School District be DENIED.

DATED This 18 day of March, 2010.


JEAN R. URANGA
Hearing Officer

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 7

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CERTIFICATE OF MAILING

I HEREBY CERTIFY That on this 18 day of March, 2010, I served true and correct copies of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER by depositing copies thereof in the United States mail, postage prepaid, in envelopes addressed to:

Aaron and Carol Fuhriman
7262 S. Angel Way
Meridian, Idaho 83642

Jay W. Hummell
Superintendent
Kuna Joint School District No. 3
1450 Boise Street
Kuna, Idaho 83634

Bruce Gestrin
Assistant Superintendent
Joint School District No. 2
1303 E. Central Drive
Meridian, Idaho 83642

Tom Luna
State Superintendent Public Instruction
State Department of Education
P.O. Box 83720
Boise, Idaho 83720-0027


JEAN R. URANGA

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

KUNA JT. SCHOOL DISTRICT NO. 3

1450 Boise Street
Kuna, Idaho 83634
Phone: (208)922-1000
FAX: (208)922-5646

Joy W. Hummel
Superintendent

Wendy Johnson
Assistant Superintendent

January 14, 2010

Superintendent Tom Luna
State Department of Education
P.O. Box 83720
Boise, Idaho 83720

RE: 33-308 Excision and Annexation of Territory

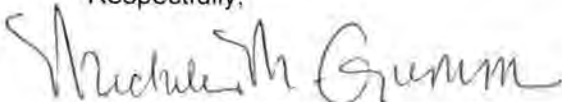
Dear Mr. Luna;

At our regular scheduled School Board meeting held on January 12, 2010, the Board considered a petition to excise from the Kuna Jt. School District No. 3 for Pear Blossom Subdivision homeowners. After a discussion, the Board voted unanimously to reject the petition.

Per Idaho Code 33-308 I have enclosed a copy of his petition and an unofficial copy of the minutes from this meeting.

Please let me know if I can be of further assistance.

Respectfully,



Michele M. Gumm
Clerk, Kuna Board of Trustees

Enclosures

The Kuna School District inspires each student to become a lifelong learner and a contributing, responsible citizen.

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MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF
KUNA JT. SCHOOL DISTRICT NO. 3, HELD IN THE
KUNA HIGH SCHOOL LIBRARY, KUNA, IDAHO
January 12, 2010

UNOFFICIAL

UNOFFICIAL

SCHOOL BOARD TRUSTEES:	Jim Ford, Chairman Carl Ericson, Vice-Chairman Kevin Gifford, Trustee Ginny Greger, Trustee in at 5:37 p.m. David Case, Trustee - Absent
SUPERINTENDENT & DISTRICT STAFF:	Jay Hummel, Superintendent Wendy Johnson, Assistant Superintendent Bryan Fletcher, Treasurer Michele Gumm, Clerk

I. CALL MEETING TO ORDER

Chairman Ford called the session to order at 5:30 p.m. Dinner was served.

Vice-Chairman Ericson moved to go into executive session at 5:44 p.m. Trustee Gifford seconded the motion. Vote Held: Jim Ford, yes; Ginny Greger, yes; Kevin Gifford, yes; and Carl Ericson, yes. Motion passed.

II. EXECUTIVE SESSION:

BE IT RESOLVED, that the Board of Trustees of Kuna Jt. School District No. 3 recess from an open meeting into executive session pursuant to Section 67-2345, *Idaho Code*, in order to discuss personnel, negotiations, student matters or legal matters as authorized by Section 67-2345 (1) (b) *Idaho Code*.

BE IT FURTHER RESOLVED that following the executive session the Board will reconvene in to open session for the purpose of conducting further business or for adjournment of the meeting. Vote being had on the above and foregoing resolution, and the same having been counted and found to be as follows: (Conduct Vote), and no less than two-thirds (2/3) of the membership in favor thereof, the Chairman declared said resolution adopted.

1. PERSONNEL MATTERS: Personnel matters were discussed.

Vice-Chairman Ericson moved to go into open session at 6:35 p.m. Trustee Gifford seconded the motion. Vote Held: Jim Ford, yes; Ginny Greger, yes; Kevin Gifford, yes; and Carl Ericson, yes. Motion passed.

III. OPEN SESSION

The Board adjourned on break until Regular session at 7:00 p.m.

IV. REGULAR SESSION

OTHER DISTRICT STAFF:

Devan DeLashmutt, Administrator of Information Technology; Layne Saxton, Project Manager; Sharee Adkins, Communication & Grants Coordinator; Karlynn Laraway, Student Data & Assessment Coordinator; Deb McGrath, Principal Kuna Middle School; Shawn Patterson, Shana Kerbs, Kori Frahm and Deb Bradburn, Physical Education Teachers/Leaders; Jen Wright, KMS Teacher and KEA Co-President, and Ben Gleaton, Facilities Assistant.

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REGULAR SCHOOL BOARD MEETING MINUTES – January 12, 2010

UNOFFICIAL

2. EXCISION & ANNEXATION PETITION: The Board voted on the previously presented petition to request a school boundary change of Pear Blossom Subdivision into the Meridian School District. (EXHIBIT C)

Vice-Chairman Ericson moved to deny the petition for Pear Blossom Subdivision. Trustee Gifford seconded the motion. Vote Held: Jim Ford, yes; Ginny Greger, yes; Kevin Gifford, yes; and Carl Ericson, yes. Motion passed.

H. NEW BUSINESS, DISCUSSION/ACTION ITEMS:

1. PHYSICAL EDUCATION GRANT/FITNESS PROGRAM UPDATE: Sharee Adkins and PE Teachers/Leaders Shawn Patterson, Shana Kerbs, Kori Frahm and Deb Bradburn updated the Board on the grant fitness programs and the positive impact of implementation on the students. Post test scores show noticeable improvement and the overall student excitement for the program is uplifting. The vision is to have an accredited health and PE model.

2. FEDERAL RACE TO THE TOP GRANT: The Board was asked to make a decision on Kuna School District participating in the Race to the Top Federal grant. Board members, Jen Wright current KEA Co-President, and Administration discussed the pros and cons of the grant. (EXHIBIT D)

Trustee Gifford moved to enter the Memorandum of Understanding ("MOU") to the state for the districts participation in the Race to the Top grant. Vice-Chairman Ericson seconded the motion. Vote Held: Jim Ford, yes; Ginny Greger, yes; Kevin Gifford, yes; and Carl Ericson, yes. Motion passed.

3. AUDITORIUM FACILITY USE/GRAND OPENING PLAN: Wendy Johnson informed the Board of the upcoming Auditorium Open House scheduled for 7:00 p.m. on February 22, 2010. First official performance will be February 25-26, 2010 with students performing *Oklahoma*. Mrs. Johnson asked the Board to think about Auditorium usage, rental, prices, management and to bring input to the next meeting to help build an Auditorium usage plan.

4. TEED EMERGENCY CLOSURE: Karlynn Laraway, Student Data & Assessment Coordinator, spoke to the Board concerning the evacuation of Teed Elementary on December 10, 2009 due to ruptured pipes. Mrs. Laraway requested the Board take action to declare emergency closure as not to be impacted by the state financially. (EXHIBIT E & F)

Vice-Chairman Ericson moved to declare emergency closing for Teed Elementary on December 10, 2009 and submit certificate to the State. Trustee Greger seconded the motion. Vote Held: Jim Ford, yes; Ginny Greger, yes; Kevin Gifford, yes; and Carl Ericson, yes. Motion passed.

I. GOOD OF THE ORDER: None

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JOINT SCHOOL DISTRICT NO. 2

1303 E. CENTRAL DRIVE
MERIDIAN, IDAHO 83642

DR. LINDA CLARK
SUPERINTENDENT

December 15, 2009

State Department of Education
PO Box 83720
Boise, ID 83720-0027

To Whom It May Concern:

The Board of Trustees, Joint School District No. 2, approved a petition proposed by the residents of Pear Blossom Subdivision to alter the district boundaries as described in the attached documents. The meeting was held on December 15, 2009 and the vote was four to one in favor of the recommendation.

Questions regarding this information may be directed to me at 350-5022 or Eric Exline at 350-5023.

Sincerely,

Trish Duncan
Clerk of the Board

Enclosures

(208) 855-4500

FAX (208) 350-5962

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December 8, 2009

A large, faint, rectangular stamp with the word "COPY" in a bold, sans-serif font. The stamp is slightly tilted and has a thin border.

Kuna School District
Board of Trustees
1450 Boise Street
Kuna, ID 83634

Dear Members of the Board of Trustees of the Kuna School District:

The purpose of this letter is to propose for approval a change in the school district boundaries. Per Idaho Statue Title 33 Chapter 3 (33-308), we have included the following information to assist with your recommendation to the State Board of Education.

A. The names and addresses of the petitioners;

- a. Pear Blossom Subdivision which is located off Meridian road between Lake Hazel and Columbia Roads. Our subdivision homeowner's association president is Aaron Hale who is located at 7110 S. Angel Way Meridian, ID 83642.

B. A legal description of the area proposed to be excised from one district and annexed to another contiguous district;

- a. See attachment A

C. Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;

- a. See attachment B

D. The names of the school districts from and to which the area is proposed to be excised, and annexed;

- a. We would like the entire subdivision to be annexed into the Meridian school district. This would remove several homes from the Kuna school district.

E. A description of reasons for which the petition is being submitted; and

- a. As shown on the attached maps, our subdivision only has 20 lots for houses and the subdivision is in a remote area with no larger subdivisions nearby. As a result of this, the families in our subdivision know each other well and we are often hosting activities which include all subdivision families. Thus, our children know and enjoy playing with their neighbors. We feel this is good for our children and we want to encourage the "neighborly" atmosphere and our children's friendships. Since schools are where our children will spend a large part of their time, we would like them to all attend the same district.

As the school district boundaries were in place long before the subdivision, the current school district boundaries divide our

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subdivision between the Kuna and the Meridian school districts (see attachment B). Due to the children's ages and home locations, we have 9 subdivision children (5 families) currently attending the Meridian school district and no subdivision children currently in the Kuna school district. Since all of the families with children currently in school are already attending the Meridian school district, we would like this district to be the school district for all of our subdivision's children.

Additionally, there are currently 9 buses driving through our subdivision every day. The buses are the elementary and middle school buses in the morning and afternoon for the Meridian and Kuna school districts plus the Meridian kindergarten bus. The Kuna buses come through the subdivision as a turn-around after picking up 3 children from the driveway of the subdivision (these children live in the Meridian school district, but were told that since their bus stop was in the Kuna school district they were to go to the Kuna schools). If a change does not occur, this number would increase to 10 buses for the 2010/11 school year due to the need for the Kuna kindergarten bus also. Not only is this an excessive number of buses going through such a small subdivision, it is an unnecessary expense for schools and it is confusing for our school children and the younger children waiting for their siblings to get home.


F. An estimate of the number of children residing in the area described in the petition.

- a. There are currently 8 families with 23 children living in our subdivision. Additionally, 3 lots have been sold to families who have a combined 7 children. The remaining lots are either held by the developer (6 lots) or in foreclosure (2 homes). Of the 30 children in (or soon to be in) the subdivision, 27 children are age 10 and younger.

There are 6 of the 23 children currently living in our subdivision that this proposal would affect. It would also affect all 7 of the children in the families who have purchased lots but not yet built homes in the subdivision.

An overwhelming majority of the affected families in our subdivision are in favor of this change.

We thank you in advance for your consideration of our proposed change.



The Pear Blossom Subdivision
Aaron Hale, President

Attachment "A"

Pear Blossom Subdivision Proposed School District Boundary Description

A portion of the southwest quarter of the northeast quarter, a portion of the northwest quarter of the southeast quarter, and the northeast quarter of the southeast quarter, all in Section 1, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the north quarter corner of said Section 1; thence S00°54'44"W, 1,310.32 feet along the westerly boundary of the northwest quarter of the northeast quarter of said Section 1 to a 5/8 inch iron pin and cap at the northwest corner of the southwest quarter of the northeast quarter, which is the **Real Point of Beginning**:

Thence S88°49'47"E, 1,049.55 feet along the north line of the southwest quarter of the northeast quarter of said Section 1 to a 5/8 inch iron pin and cap;

Thence S00°52'01"W, 1,555.26 feet along a line parallel to the east line of the southwest quarter of the northeast quarter of said Section 1 to a 5/8 inch iron pin and cap;

Thence S88°48'21"E, 280.95 feet along a line parallel to the north line of the northwest quarter of the southeast quarter of said Section 1 to a 5/8 inch iron pin and cap on the east line of the northwest quarter of the southeast quarter of said Section 1;

Thence N00°38'09"E, 235.27 feet along the east line of the northwest quarter of the southeast quarter of said Section 1 to a 5/8 inch iron pin and cap at the northeast corner of the northwest quarter of the southeast quarter of said Section 1;

Thence S88°47'44"E, 1,265.22 feet along the north line of the northeast quarter of the southeast quarter of said Section 1 to a point on the westerly right-of-way of Idaho State Highway 69 that lies N88°47'44"W, 65.00 feet from an aluminum cap marking the northeast corner of the northeast quarter of the southeast quarter of said Section 1;

Thence S00°53'26"W, 190.20 feet along the westerly right-of-way of Idaho State Highway 69 and along a line 65.00 feet westerly of and parallel to the easterly boundary of the northeast quarter of the southeast quarter of said Section 1;

Thence S05°20'18"W, 451.32 feet along the westerly right-of-way of Idaho State Highway 69 to a point that lies 100.00 feet westerly of easterly

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boundary of the northeast quarter of the southeast quarter of said Section 1;

Thence S00°53'26"W, 682.77 feet along the westerly boundary of Idaho State Highway 69 along a line 100.00 feet westerly of and parallel to the easterly boundary of the northeast quarter of the southeast quarter of said Section 1 to the southerly boundary of the northeast quarter of the southeast quarter of said Section 1;

Thence N88°40'18"W, 1,224.37 feet along the southerly boundary of the northeast quarter of the southeast quarter of said Section 1 to an aluminum cap at the southwest corner of the northeast quarter of the southeast quarter of said Section 1;

Thence N88°39'39"W, 1,324.33 feet along the southerly boundary of the northwest quarter of the southeast quarter of said Section 1 to an aluminum cap at the southwest corner of the northwest quarter of the southeast quarter of said Section 1;

Thence N00°21'42"E, 1,317.24 feet along the westerly boundary of the northwest quarter of the southeast quarter of said Section 1 to a 5/8 inch iron pin and cap at the northwest corner of the northwest quarter of the southeast quarter of said Section 1;

Thence N00°54'44"E, 1,319.56 feet along the westerly boundary of the southwest quarter of the northeast quarter of said Section 1 to the ***Real Point of Beginning.***

Comprising 108.06 Acres more or less.

Subject to easements and right-of-ways of record or apparent

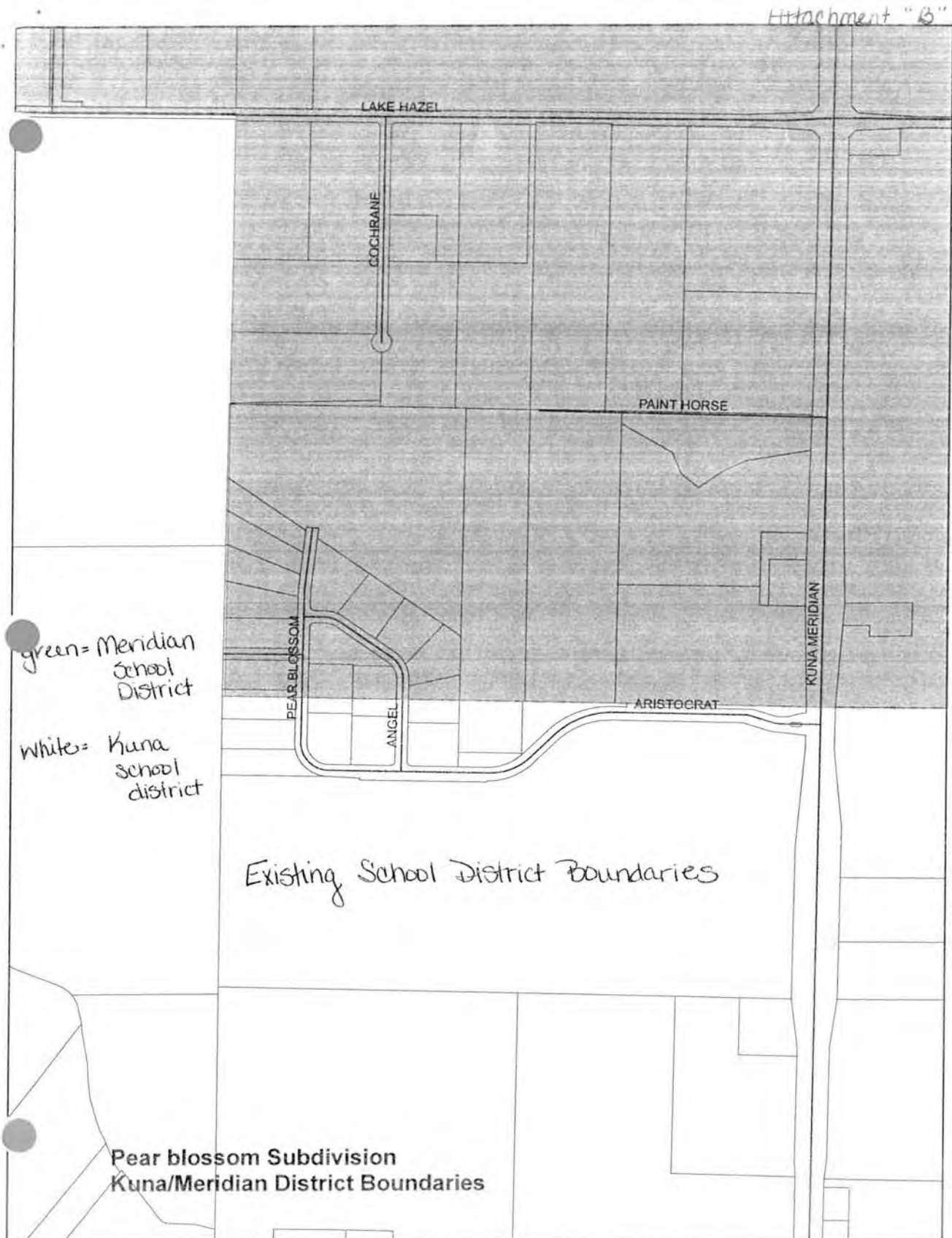
Excepting there from the following:

Lot 1, Block 1 of Pear Blossom Subdivision as shown in Book 85 of Plats, at pages 9605 through 9606, Records, Ada County, Idaho.

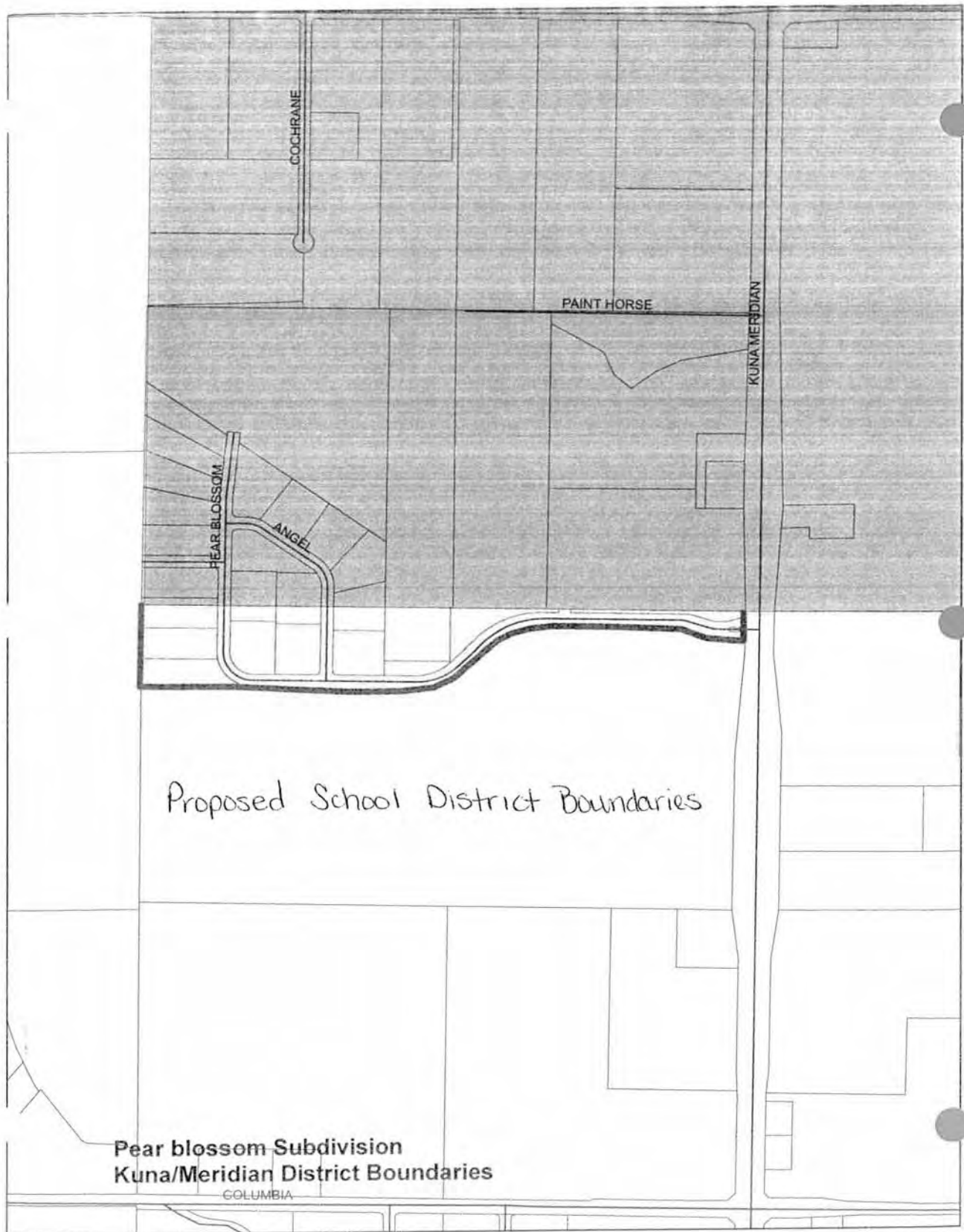
Comprising 63.49 Acres more or less.

Subject to easements and right-of-ways of record or apparent

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REF. IN ZVIV ZHUVIM

To Whom it May Concern,

I am writing this letter to explain my intentions for the 63 acres south of Pear Blossom subdivision and to state my position on the proposed school district boundary change that is now before the State Board of Education. I am in agreement that the school district boundary should be changed, as submitted by Mr. Aaron Fuhrman, to include all of Pear Blossom's 20 lots and that the 63 acres south of Aristocrat Rd should be kept in the Kuna school district.

My original intentions for the 63 acres South of Pear Blossom was to just make it a second phase of the subdivision. However, with the change in the market, it is no longer cost effective to develop a stand-alone sewage treatment plants, (the existing sewage treatment plant for Pear Blossom is only able to handle 23 properties) so I am planning on waiting until Kuna extends their sewer system out to this property before I begin to develop. Currently there is about 2 ½ miles of farm land that would need to be developed and added to the Kuna Sewer District before I will begin to develop my property that is South of Pear Blossom. I anticipate that it will take anywhere between 10 and 20 years before that happens.

Once I do have the ability to hook into Kuna's sewer system, I intend on sub dividing the property South of Pear Blossom into quarter and third acre lots (verses the one acre lots that are in Pear Blossom) and to make this subdivision a completely separate subdivision from Pear Blossom, with a different name and a separate entrance which would be on the south side of the 63 acres, about ¼ mile from the Pear Blossom entrance. This being the case, I do not foresee any problems with having Pear Blossom be in the Meridian School District and the new subdivision being in the Kuna School District.

Please feel free to contact me if you have any questions.

Thank You,

Dr. Soo Lee 4-2-2010

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SUBJECT

Excision and Annexation of Land from the Plummer-Worley School District to the Coeur d'Alene School District

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-308, Idaho Code
IDAPA 08.02.01.050, Rules Governing Uniformity

BACKGROUND/DISCUSSION

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. Doyal Van Orman, spokesman for Save our Schools, has submitted a petition containing the required documents. If the proposal is approved, it will be sent to the electors of the area affected.

The petition proposes to excise approximately 133 square miles of the Plummer-Worley School District and annex it into the Coeur d'Alene School District. The petition states there are three primary reasons for the request. First, the "inability of the School District #44 to provide a positive educational opportunity for our students." Second, "the school district has failed to maintain the existing educational structures in a safe and well-maintained condition." Third, "the District #44 administration has rejected community recommendations and suggestions from those community members in favor of providing maintenance for the elementary school located in the city of Worley."

According to the hearing officer, there is a factual dispute about the number of potential students within the affected area. The Plummer-Worley School District indicated that as of November 2009, 160 students resided in the Kootenai County portion of the District and were attending school in the Plummer-Worley School District. The Petitioner's contended that there were a number of students in the District that were attending other school districts, and that 72 students residing in the area to be excised and annexed were not attending the Plummer-Worley School District.

Both the Plummer-Worley Board of Trustees and Coeur d'Alene Board of Trustees considered the petition and voted unanimously to oppose the petition. Pursuant to IDAPA 08.02.01.050, a hearing officer was appointed to review the request and a public hearing was held. The hearing officer concluded that the petition does not qualify with the statutory provisions of Section 33-308 in the size of the area to be excised and annexed. Should the Board determine that the size of the area to be annexed is permitted, it is recommended that the excision and annexation is not in the best interests of the children residing in the area described in the petition. The hearing officer's recommendation and exhibits are attached. These include the documents as originally submitted to the State Department of Education.

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ATTACHMENTS

Attachment 1 – Hearing Officer's Recommendation	Page 3
Attachment 2 – School Board of Trustee Recommendations	Page 15
Attachment 3 – Petition to Alter the District Boundaries	Page 31

BOARD ACTION

A motion to accept the findings and conclusion and recommendations of the hearing officer dated March 24, 2010 and to reject the petition for the excision and annexation of property from the Plummer-Worley School District to the Coeur d'Alene School District based on the size of the proposed area for excision and annexation being in excess of the statutory maximum area under Idaho Code, Section 33-308.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BEFORE THE HEARING OFFICER FOR THE
STATE BOARD OF EDUCATION

In the matter of the petition requesting)	
The excision of territory from)	
Plummer-Worley School District No. 44,)	
)	FINDINGS OF FACT, CONCLUSIONS
)	OF LAW AND RECOMMENDATION
And annexing said territory into)	
)	
)	
Coeur d' Alene School District No. 271,)	
)	
District.)	
_____)	

INTRODUCTION

A Hearing was conducted on March 16, 2010, by Hearing Officer, Edwin L. Litteneker at the Worley Grange Hall, Highway 95 Worley, Idaho for purposes of gathering public comment on the proposed alteration of the boundaries of the Plummer-Worley School District No. 44 and the Coeur d' Alene School District No. 271.

A Petition was received by the State Department of Education to excise a portion of the Plummer-Worley School District No. 44 which lies within Kootenai County, Idaho and annex that area into the Coeur d' Alene School District No. 275. The Petition was presented by Doyal Van Orman and George Braman, spokesmen for the Save Our School Committee. The Plummer-Worley School District No. 44 considered the Petition and recommended denial of the Petition on November 10, 2009. The Coeur d' Alene School District considered the Petition and recommended a denial of the Petition on December 11, 2009.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND RECOMMENDATIONS**

1

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Idaho Code Section 33-308 provides for a process whereby the State Board of Education will consider approval of the Petition and direct that an election be held provided that the proposed excision and annexation is in the best interest of the children residing in the area described and the excision of the territory as proposed would not leave a School District with a bonded debt in excess of the limit then prescribed by law.

The State Board of Education has adopted rules at IDAPA 08.02.01.050 which include criteria for review of the request for the excision and annexation and a hearing process to gather public comment for purposes of the Hearing Officer making recommendations to the State Board of Education.

Approximately 85 people attended the Hearing. 75 of them signed up on the sign-up sheets which are made part of the Record. 24 people offered comment. The proceedings were tape recorded by the Hearing Officer and the tapes are part of the Transmittal of the Record. A written statement was made part of the record by Doyal Van Orman, the spokesman for the Petitioners. Mary Morris offered a written statement. Donna Mason offered photographs of the proposed location of a new school in Plummer all of which are included in the Transmittal of the Record.

FINDINGS OF FACT

The Plummer-Worley community is a diverse community of people who are passionate about their schools and passionate about their community. The people in attendance and those offering comments were well spoken and were appropriately concerned about a number of issues involving the education of students in the Plummer-Worley School District.

There were a number of issues presented ranging from the condemnation and resulting closure of the Worley Elementary School to the proposed location of a new elementary school in

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Plummer to concerns about the quality of education in the Plummer-Worley School District No. 44 to the historical issues of the consolidation of the Plummer-Worley School Districts. The participants were remarkably well behaved and conducted themselves appropriately in a fashion that would make any community proud.

The Petition seeks to excise from the Plummer-Worley School District No. 44 and annex into the Coeur d' Alene School District No. 271 approximately 133 square miles of area lying in the Southern end of Kootenai County adjacent to Benewah County. The area lies immediately North of the Kootenai County- Benewah County line, to the East, the area is adjacent to Coeur d' Alene Lake and the State of Washington on its Western boundary. The Plummer-Worley School District No. 44 extends South to the Latah County line.

Presently students living in the affected area attend Plummer-Worley School District No. 44, Lakeside Elementary, Middle School and High School facilities in Plummer, Idaho which is approximately 6 miles from Worley. At the farthest point North as the crow flies students could reside 29 miles North of Plummer.

There was a factual dispute about the number of potential students within the affected area. The Plummer-Worley School District indicated that as of November of 2009, 160 students resided in the Kootenai County portion of the District and were attending school in Plummer-Worley School District No. 44. The Petitioner's contended that there were a number of students in the District that were attending other School Districts, including the adjacent Coeur d' Alene School District to the North, the St. Maries School District to the East, the Tekoe and Freeman School Districts in Washington, the Potlatch School District to the South, the Coeur d' Alene Tribal School in DeSmet and home school students. The Petitioners contended that 72 students

residing in the area to be excised and annexed were not attending Plummer-Worley School District No. 44.

The Petitioners contended that the Petition met all of the statutory provisions, that the Petition addressed what was best for the student, particularly given the condition of the Plummer-Worley School District buildings. The Petitioners contended that the Plummer-Worley School District's quality of education was not as good as the quality of education that would be available in the Coeur d' Alene School District, in particular that the educational achievement rating of the Coeur d' Alene School District was substantially higher than the Plummer-Worley School District. Mr. Van Orman attached to his written statement submitted at the time of the hearing, Kootenai County voter registration sheets demonstrating that the required number of electors by statute had signed the Petition.

The Plummer-Worley School District No. 44 represented by its Superintendent Judy Sharrett and its School Board attorney, David Rogers responded specifically to the educational and environmental concerns by indicating that Lakeside Elementary had met its No Child Left Behind goals and was no longer a school needing improvement, that the Lakeside Middle School received three of the State's fifty three awards given to middle schools and that the High School met proficiency and had increased the graduation rate over the last couple of years. All of which meant that the quality of education in the School District was improving.

The Superintendent also responded to the concern about the effect of closing the Worley Elementary School and indicated that the District had been successful in finding funding for the construction of a new elementary school in Plummer. The Superintendent also expressed concerns about the transportation of students to Coeur d' Alene and that the students in the area

to be excised and annexed would have a potentially longer trip into Coeur d' Alene than they do into Plummer.

David Rogers, the attorney for Plummer-Worley School District No. 44 raised specific questions about the validity and sufficiency of the Petition. Mr. Rogers argued that the area to be annexed was substantially greater than 50 square miles contrary to I.C. § 33-308 and that there was no demonstration that the Petitioners had a quarter or more of the School District electors residing within the area to be annexed having signed the petition.

Hazel Bauman, the Superintendent for Coeur d' Alene School District No. 271 appeared on behalf of the District and expressed concern that the infusion of potentially 160 students would be difficult for the Coeur d' Alene School District to handle. The Coeur d' Alene School District's present facilities are at or exceeding capacity and the effect of the infusion of that many students may mean additional transportation to a school building where there is available space. It was her belief that transportation cost to the District would be substantial.

Superintendent Bauman also expressed the unlikelihood that the Coeur d' Alene School District would ever plan to construct a School in Worley. The Superintendent also indicated that there may be transitional issues for the Plummer-Worley students based on the size of the Coeur d' Alene School District Schools. The smallest Coeur d' Alene School District Elementary School has 271 students, however, generally the model for elementary schools are between 300 and 450 students, minimally 700 students for middle schools and minimally 1,200 students for high schools in the District.

Numerous residents of the affected area as well as the unaffected area of Plummer-Worley School District No. 44 commented on the quality of education offered, believing that it

was improving, that there is a sense of community not only based upon the long term residents in the community but the substantial Native American population in the community as well.

A number of the public offering comment discussed the unique community of Worley, the relations of the community with the City of Plummer and the Coeur d' Alene Tribe, the historical lack of responsiveness of School District Boards, both the Coeur d' Alene School District Board as well as the Plummer-Worley School District Board to community concerns, that there were substantial issues because the Worley Elementary School which was the only school in town had closed and that closure of the school was handled badly and could have been avoided.

There are a number of Coeur d' Alene Tribal Members in the Plummer-Worley School District No. 44. There were several comments from both Native American parents and non Native American parents that transporting students from the Worley community into the Coeur d' Alene School District would be disruptive and would not be in the students best interest. One parent specifically testified as to the circumstances of their children having attended school in Coeur d' Alene for a short period of time finding the experience to be unsatisfactory and returned the children to the Plummer-Worley School District.

Another parent indicated that the ability of a parent to participate in school and extracurricular activities with their student based on the potentially longer drive into Coeur d' Alene would be affected and would also affect the students ability to participate in extracurricular activities if bus transportation was not available.

A number of the parents indicated that the students within the affected area were well adjusted to the Plummer-Worley School District, that the closure of the Worley Elementary School had not substantially impacted the education of the elementary students and that the

efforts of the School District to consolidate and accommodate the students from Worley Elementary into the Lakeside Elementary had been successful.

Others particularly those who wanted the Worley Elementary School to continue to remain open did not believe that it was in the students best interest to attend school in Plummer.

Plummer-Worley are two very uniquely similar communities divided by a long history and six miles.

There was no testimony that the Plummer-Worley School District would be left with a bonded debt in excess of the limit provided for by law.

CONCLUSIONS OF LAW

Idaho Code Section 33-308(1) provides the following:

A board of trustee of any school district including a specially chartered school district, or one-fourth (1/4) or more of the school district electors residing in an area of not more than fifty (50) square miles within which there is no schoolhouse or facility necessary for the operation of a school district, may petitioner in writing proposing the annexation of the area to another and contiguous school district.

A sufficient number of electors signed the Petition.

The Plummer-Worley School District contends as a matter of law, the area to be excised and annexed is substantially in excess of the fifty (50) square miles provided for in I.C. § 33-308. The Petitioner's offered that the language of I.C. § 33-308 is not a limitation on the area to be annexed or excised but is a description of an area within which there was not located a schoolhouse or facility necessary for the operation of a School District.

The statutory language is not the most artful nor a model of clarity particularly given the historical competition between School Districts to excise and annex areas within potentially competing School Districts.

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It is the Hearing Officer's conclusion that the Legislature intended that the size of the area to be excised and annexed would be no greater than fifty (50) square miles and therefore the Petition does not qualify with the provisions of I.C. § 33-308.

Should the Board determine that I.C. § 33-308 does not limit the area to be excised and annexed, the following conclusions are made pursuant to IDAPA 08.02.01.050.03.

There are no issues of bonded indebtedness in excess of the limit provided for by law, IDAPA 08.02.01.050.03(a).

The IDAPA provisions then require a determination of whether:

“the proposed alteration in the best interest of the students residing in the area described in the Petition considering:

1. The safety and distance of the children from the applicable schools;”

IDAPA 08.02.01.050.03(b)(i).

The students in the area proposed to be excised and annexed would travel greater distances to the Coeur d' Alene School District than they presently travel to attend school at the Lakeside Schools in Plummer. This fact affects the student and parent's ability to participate in school and extracurricular activities. It is then less likely that the excision and annexation would be in the best interest of the children.

2. “The views of the interested parties as these views pertain to the interests of the children residing in the petition area.” IDAPA 08.02.01.050.03(b) (ii)

There were a number of comments directed to the history of the school district and the facilities within the District including the closure of the Elementary School in Worley which were appropriate but not helpful to the decision.

Those individuals expressing concerns about interests in the children indicated several different interests. Those parents whose children did not attend the Plummer-Worley Schools

had made that choice based upon the quality of education provided for in the Plummer-Worley Schools. Those parents did not indicate that their children would attend school in the Coeur d' Alene School District if that opportunity was available, only that they had made a decision not to have their children attend the Plummer-Worley School District.

Those parents whose children attended the Plummer-Worley School District spoke positively about the experience, about the community and about the relationship between the school and the community particularly emphasizing the Native American Culture in the community. It was the consensus of parents whose children attended Plummer-Worley School District No. 44 that they preferred Plummer-Worley School District No. 44 to Coeur d' Alene School District No. 271.

3. "The adjustment of the children to their home and neighborhood environment". IDAPA 08.02.01.050.03(b)(iii).

There were numerous comments that the students attending the Plummer-Worley Schools are well adjusted in their home and in their neighborhood environments. The fact that there may have been in the past issues about student behavior which contributed to an unacceptable educational environment is offset by the Plummer-Worley School Districts efforts to meet the No Child Left Behind Provisions and to meet proficiency standards.

To excise and annex this area from the Plummer-Worley School District into the Coeur d' Alene School District would most likely negatively impact the students adjustment to their home and neighborhood environment.

4. "The suitability of the school(s) and school district which is gaining students in terms of capacity and community support." IDAPA 08.02.01.050.03(b)(iv).

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The Coeur d' Alene School District expressed substantial concerns about the capacity to accept the students from the affected area not only in the availability of school facilities but also in the commitment necessary to transport these students to the Coeur d' Alene School District.

Though not specifically expressed, the Coeur d' Alene School District suggested that there would not be the kind of community support in the substantially larger schools in Coeur d' Alene that exists in the Plummer-Worley School District for the students.

The Record supports a conclusion that the Coeur d' Alene School District would not be suitable in terms of school building capacity and community support.

RECOMMENDATION

It is therefore recommended to the State Board of Education that the Petition has not qualified with the statutory provisions of I.C. § 33-308 in the size of the area to be excised and annexed. Should the Board determine that the size of the area to be annexed is permitted, it is recommended that the excision and annexation is not in the best interests of the children residing in the area described in the Petition.

DATED this 24 day of March 2010.



Edwin L. Litteneker
Hearing Officer

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I DO HEREBY CERTIFY that a true
And correct copy of the foregoing
Document was:

☒ Mailed by regular first class mail,
And deposited in the United States
Post Office

☐ Sent by facsimile.

☐ Sent by Federal Express, overnight
Delivery

☐ Hand delivered

To: Judi Sharrett, Superintendent
Plummer/Worley Joint School District No. 44
P.O. Box 130
Plummer, Idaho 83851-0130

Hazel Bauman, Superintendent
Coeur d' Alene School District No. 271
311 N. 10th Street
Coeur d' Alene, Idaho 83814-4299

Doyal Van Orman
P.O. Box 52
Worley, Idaho 83876

George Braman
22505 Monticola Ct.
Worley, Idaho 83876

On this 24 day of March 2010.



Edwin L. Litteneker

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RECOMMENDATION TO DENY PETITION
TO EXCISE PROPERTY FROM THE
PLUMMER-WORLEY SCHOOL DISTRICT
AND ANNEX SAID PROPERTY INTO THE
COEUR D'ALENE SCHOOL DISTRICT

Judi Sharrett
Superintendent of Schools
and
David B. Rogers
Attorney at Law

Plummer-Worley School District

December 2, 2009

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The *“Petition to Excise Portions of Plummer-Worley School District #44 which lie within Kootenai County, Idaho, and annex those portions into Coeur d’Alene School District #271”* filed herein appears to be fatally flawed on its face. Although the Board of Trustees of the Plummer-Worley School District #44 is responding to the substance of the petition, this is done while reserving objection to the validity of the petition as filed. Section 33-308, Idaho Code, specifies that “. . . one-fourth (1/4) or more of the school district electors residing in an area of not more than fifty (50) square miles within which there is no schoolhouse or facility necessary for the operation of a school district, may petition in writing proposing the annexation of the area to another and contiguous school district.”

In order to comply with this requirement, the petitioners must present a certification from the Kootenai County Clerk of the number of electors residing within the area to be excised and annexed, and verification by the same Clerk that the signers of the petition constitute 25% of those electors. The petitioners have made no effort to obtain verification of compliance with this mandate of the statute. This is no small matter because a cursory perusal of the persons signing the petition reveals that a number of the persons are not qualified electors because they have not attained the age of eighteen years, or do not live within the boundaries of the area sought to be excised and annexed, or do not even reside within the State of Idaho.

The second fatal flaw is that 33-308(2)(b) and (c) requires a legal description of the “area proposed to be excised from one district and annexed to another contiguous district” and “Maps showing the boundaries of the District as they presently appear and should they appear if the excision and annexation were approved”.

In this petition, the petitioners have included a low scale map of the area at issue, and simply say that they want to excise an annex that portion of the school district which lies within that area. This

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can in no way comply with the requirement for “a legal description of the area proposed to be excised from one district and annexed to another contiguous district” or the boundaries of the district before and after the proposed excision and annexation.

Finally, 33-308 appears to limit the area which can be excised and annexed to one of “not more than fifty (50) square miles”. From a cursory perusal of the low scale map included in the petition, it would appear that there are more than 120 square miles in the area encompassed by the petition. If the fifty (50) square miles allowed by the statute must be contiguous to the Coeur d’Alene School District boundaries, there is no way possible to include the City of Worley in the petition for excision and annexation. Again, this is critical to the validity of the petition because it appears that the majority of the signers of the petition reside in and around the City of Worley and the language of the petition clearly contemplates the inclusion of the City of Worley in the area to be excised and annexed.

The City of Plummer, where the elementary, middle and high schools are currently being operated, is only six miles from the City of Worley. Only by the worst kind of gerrymandering could the City of Worley be in a fifty (50) square mile area within which there is “no schoolhouse or facility necessary for the operation of a school district ”.

The Plummer-Worley School District has forwarded this petition in compliance with the statute. If it had been within the authority of the District, the petition would have been rejected for failure to comply with Section 33-308, Idaho Code. The statute, however, does not seem to give the District that authority. It does not speak in terms of the District “accepting” the petition, it addresses only the petition being “presented” to the Board, instructing that the District is to forward the petition to the Department of Education. Nonetheless, the Plummer-Worley School District #44 does object to the petition because of its complete failure to comply with 33-308.

Submitted by David B. Rogers

This is in response to the substantive matters set forth in the *Petition to Excise Portions of Plummer-Worley School District #44 which lie within Kootenai County, Idaho, and annex those portions into Coeur d'Alene School District #271 (November, 2009)*. Although I have already submitted a recommendation for denial of the annexation request on behalf of the Board of Trustees of the Plummer Worley School District #44, this response is for the benefit of the State Board of Education as many of the statements made in the petition are not entirely accurate.

The writers of the petition cite three primary reasons for the annexation request, each of which will be addressed individually:

1. "The inability of the school district #44 to provide a positive educational opportunity for our students. They have continually failed to meet the AYP educational goals set by State and Federal agencies".
2. "The school district has failed to maintain the existing educational structures in a safe and well-maintained condition".
3. "The District #44 administration has rejected community recommendations and suggestions from those community members".

1. The inability of the district to provide quality education and make AYP

Lakeside Middle School has met the proficiency standards set by the Idaho State Department of Education for two years in a row which releases them completely from the status of being a school in Needs Improvement according to No Child Left Behind. Lakeside Middle School was designated a Title 1 Showcase School in the spring of 2009 and earned three of the 53 awards designated by the Idaho State Board of Education this fall.

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Lakeside High School met proficiency targets last year and is expected to be released from Needs Improvement status according to NCLB after ISAT testing this coming spring. We have worked diligently to increase the graduation rate through credit retrieval, summer school, daily advisory, GearUp, and senior projects. We provide advanced opportunities through IDLA, dual enrollment, and fully cooperate with the many programs offered through the Coeur d'Alene Tribal Department of Education. The district has an ongoing and significant partnership with the Coeur d'Alene Tribal Department of Education to mentor students, provide summer opportunities aligned with vocational preferences, job shadow, provide funds for dual enrolled students, provide tutoring, and many other activities. All of this has combined to increase the graduation rate by 16 percent for two years in a row. In comparison, the Spokane Public School District in Washington has a lower graduation rate than our district.

Lakeside Elementary School made the proficiency targets for Reading and Language Arts. Math remains an issue of concern, however, and a new math curriculum was adopted last spring, with staff receiving training to implement the curriculum with fidelity. Our district has taken advantage of the many grants and programs available to schools in Needs Improvement over the past few years by the State Department of Education, and we are always looking to improve student achievement.

Our tremendous growth in student achievement is the result of hard work on behalf of the staff and students. Our student population is 65 percent Native American, we have a district wide free and reduced lunch rate of 68 percent, and each of our three schools is Title I Schoolwide. Information about our growing student achievement has been heavily publicized in local newspapers, newsletters, and on television news. Student achievement is discussed at all board meetings, open forum meetings, and community meetings as well. As interim superintendent last spring, I even attended one of their weekly

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Save Our School (SOS) meetings to discuss all relevant issues, *including student achievement*. The SOS group has chosen to ignore the facts in favor of spreading inaccurate information to the public.

The petitioners discuss the “many” families who have fled to other districts or have opted to home school their children. They claim only 64 students travel from Worley to attend school in Plummer. The actual statistic as of November 4, 2009 is that 160 students residing in Kootenai County are enrolled in our district. The majority of students bused from Kootenai County spend about 15 to 20 minutes on the bus. The trip from Worley city limits to Coeur d’Alene city limits is at least 30 minutes, not including time necessary to pick up children on the rural routes or drive to the various school buildings in Coeur d’Alene. Busing students from Worley to Coeur d’Alene would substantially increase the amount of time students would spend on the bus which would not be in their best interest.

They claim moving our elementary students to Plummer due to the Worley Elementary Gym roof being declared an Imminent Hazard in July of 2009 created “*significant disruption to the educational environment for the students*”. In reality, the summer move enabled our students to begin the school year on time, in a safe location, and without loss of service. Staff and students consistently report their environment is better, healthier, and quieter. Parents report relief their students are no longer in close proximity to busy Highway 95. Additionally, their current building does not smell of the mold and mildew which exacerbates health conditions.

Early in the summer, many parents said they would remove their children from the district if students were not placed in a safe environment. Since the move, we have heard only positive responses from our families, and our enrollment did not drop from last year at this time.

2. Failure to maintain the existing educational structures in a safe and well-maintained condition

The petitioners claim the Worley building was allowed to deteriorate by the district after consolidation between Plummer and Worley in 1990. In fact, the building was in poor condition prior to consolidation as evidenced by Worley School District Board of Trustees minutes. Worley District minutes reflect there was a problem with both facility and finances, and there was little money for repairs and maintenance. Records reflect the need for a new building 20 years ago, and Board minutes reflect there have been continual and expensive building issues ever since.

Several areas of inaccuracies are described in the petition, perhaps the most glaring being the allegation the district has not adequately prevented damage to the roof over the years. Our district has five buildings to maintain, yet about 60 percent of the maintenance budget has gone in the past toward keeping the Worley elementary school serviceable, a percentage which does not reflect the number of man hours involved in that maintenance and repair effort. Maintenance and custodial staff have worked overtime daily and on weekends to shovel snow from the roof, and outside contractors have been hired to help with snow removal when needed. Moisture damage to the building is the result of decades of water problems which exist at the site, and the circulation fans referenced by the petitioners were removed due to a presupposition of asbestos with its many associated health hazards. Upon consolidation the Plummer Worley Board of Trustees learned that water ran into the building through classrooms doors. When drain tile was installed, only some of the problems with water were alleviated. The sub-grade levels of the building still experience significant flooding and must be dried with commercial fans on a seasonal basis, and the musty, moldy aroma in the building existing before consolidation continues to this day.

The major structural concerns include but are not limited to crumbling concrete, dry rot, severe settlement, significant cracks in the interior and exterior concrete walls, a significant number of cracks in

the chimney, and inadequate electrical, mechanical, and plumbing systems. On July 15, 2009, we were notified by Division of Building Safety of an “Imminent Safety Hazard – Lakeside Elementary School” because of a probable collapse of the roof structure over the gym and the potential damage such a collapse could do to surrounding classrooms, hallways, and the cafeteria. We have run three unsuccessful bond elections in four years; consequently an application has been made to the Public School Facilities Cooperative Funding Program (Idaho Code 33-909). Extensive research into determining the most economically feasible solution showed that, due to the extensive structural deterioration of the Worley building, constructing a new building is a far more cost effective solution.

3. Community recommendations and suggestions have been rejected

For many years after consolidation, the Plummer Worley Board of Trustees tried to locate property within the Worley community to build a new school; however, none has been attainable. One contributing factor is the City of Worley is landlocked by property either in trust, owned by Coeur d’Alene Tribal members, or the Tribe itself which will not sell land.

In July, 2000, the Board of Trustees voted unanimously to proceed with a new elementary school in Worley if negotiations for land were successful. This process continued for over a year and included meeting with a tribal council member to discuss a trade, and obtaining appraisals on the property being discussed. Unfortunately, the disposition of tribal land is contrary to a council resolution to acquire a larger land base. Council resolutions are deemed law.

In the spring of 2006 the board again looked at property outside of Worley but determined it to be cost prohibitive due to the lack of infrastructure and the distance from city utilities. Prior to the last bond election in May 2009, district representatives met with a landowner to discuss acquisition of the only other potential property which could be located. This property was subsequently sold by the landowner to a developer.

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The current site of the Worley elementary building is less than 7 acres in size, significantly smaller than the 10 acres recommended by the State of Idaho for an elementary school. The school is in an undesirable location adjoining the noisy and dangerous Highway 95. A grain, fertilizer, and farm chemical storage facility is directly across the street.

The petitioners previously requested that the board redefine the trustee zones because only one zone lies entirely within Kootenai County. Idaho Code 33-313 clearly states *“the boundaries of the several trustee zones in each such school district shall be defined and drawn so that, as reasonably as may be, each such zone shall have approximately the same population”*. The boundaries were redrawn after the results of the 2000 census were released and were drawn according to statute – with substantially equal population.

Upon receipt of the petition requesting that the zones be redefined, the district went to great lengths to determine what information was available. The data provided to petitioners by the Department of Commerce and Labor included substantial portions of land not within our district boundaries with no way to separate out the population. Further, it was specifically stated by a department representative that “the information was never intended for any legal purpose” nor did she know the “degree of accuracy” or the “source of the information”. Additionally, Kootenai County was unable to provide data, and the regional (Seattle) office of the United States Census Bureau advised that data would not be available for our geographical location until after the 2010 census.

The petitioners allege that they requested the board convert the elementary to a charter school. In reality, this request was never brought to the Board of Trustees. Upon reviewing the petition for deconsolidation it states that if deconsolidation were successful, the petitioners intended to convert to a charter school. The requirements for conversion of a public school to a charter school are specifically spelled out in Idaho Code 33-5205(e), and none of the requirements have been complied with.

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A petition for deconsolidation was received by the Board of Trustees but not acted upon because it was not in the best interests of the students. Further, it was not anticipated that the State Board of Education would approve the division of a small district into two smaller districts, with only six miles separating Plummer and Worley, and deconsolidation is contrary to the direction of the legislature.

The petition and the means by which the petitioners gathered signatures have raised some concerns. First of all, the petition appears to have been circulated among a select group of patrons which specifically excluded the majority of Zone 3 called 'Worley Housing' which is comprised of mostly Native American voters, and in which at least half of the Kootenai County students reside. In reviewing the petition, signatures representing families with children in the school system are in the minority, at approximately four (4) percent. Several members of the community have come to the district office to discuss concerns about the petition. Two different residents shared a concern about a man who falsely represented himself as an employee of the school district. He told them the Plummer Worley School District needed their signature on the petition because it would be in the best interest of the district to have students transferred to the Coeur d'Alene School District. Numerous persons who signed the petition do not reside within the boundaries of the district, or even the State of Idaho.

The Plummer Worley School District serves four communities, and we have had ample community representation from every trustee zone on the Facilities Committee over the course of the last several years. This committee has made several recommendations which the Board of Trustees has accepted. The Save Our School (SOS) members have been invited on more than one occasion to represent their concerns on the committee, but they have chosen not to participate. Last year a representative community group called Build Our Future actively worked to get the bond passed. Even

though the bond did not pass with the required supermajority, voter turnout was good, and more voters than ever (55 percent) cast a 'Yes' ballot.

Finally, I want to point out the following sentence in the letter accompanying the SOS petition:

"Annexation would provide our community with the opportunity to work with Coeur d'Alene School District in an effort to renovate the Worley Elementary School and thus provide the community with a stable educational structure".

The following reports detail all of the extreme structural deficiencies, cost estimates, and inspections which have been accumulated in the past year, and which I believe gravitate against efforts to renovate the Worley building. I would be happy to share any and all copies with you:

- Updated Physical Assessment of Facilities (2008);
- Facilities Committee Recommendations to the Board of Trustees (2009);
- Facility Inspection Report by DBS (2009);
- Structural Engineering Report by Tate Engineering, Inc. (2009);
- Structural Engineering Report by Stapley Engineering; Order of Imminent Hazard from DBS Administrator (2009);
- Roof Repair Concept from Tate Engineering (2009);
- Preliminary Draft of Cost Options to remodel or build by ALSC Architects (2009).

If you have any questions, please call me at 208-686-2222.

Submitted by Judi Sharrett, Superintendent

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APRIL 22, 2010



School District 271

DISTRICT ADMINISTRATIVE CENTER
311 N. 10th Street, Coeur d'Alene, Idaho 83814-4299

OFFICE (208) 664-8241
FAX (208) 664-1748
www.cdaschools.org

December 11, 2009

Tom Luna, Superintendent of Public Instruction
Idaho State Department of Education
PO Box 83720
Boise, ID 83720-0027

RE: Idaho Code 33-308 Petition to Excise property from Plummer/Worley School District No. 44 and annex the same to Coeur d'Alene School District No. 271

Dear Superintendent Luna,

Please be advised that the Board of Trustees of Coeur d'Alene School District No. 271, at a duly noticed and constituted meeting held on 7th day of December, 2009, reviewed the Petition of Petitioners, a copy of which is enclosed, before four members of the Board of Trustees (the fifth member was absent). By Motion, second and unanimous vote the Board of Trustees determined not to accept the annexation request from residents of the Plummer/Worley School District. In doing so, the District relied upon the opinion of its counsel, a copy of which is attached, and reviewed and makes no objection in the position of Plummer/Worley School District No. 44 in its response to you dated December 2, 2009.

Sincerely,

Lynn Towne, Clerk
Board of Trustees
Coeur d'Alene School District No. 271

Enclosure (Petition)

OUR MISSION...To provide every student an academically excellent education.

DODSON & RAEON LAW OFFICES
ASSOCIATES IN THE PRACTICE OF LAW

Charles M. Dodson, Attorney, ISB #2134
(208) 664-1577
James A. Raeon, Attorney, ISB #2075
(208) 765-5875

Eastlake Professional Suites
1424 Sherman Avenue
Suite 300
Coeur d'Alene ID 83814
Facsimile (208) 666-9211

November 13, 2009

LYNN TOWNE, CLERK
BOARD OF TRUSTEES
COEUR D'ALENE SCHOOL DISTRICT NO. 271
311 N. 10TH STREET
COEUR D'ALENE ID 83814

RE: Petition to excise portions of Plummer/Worley School District No. 44 and annex to Coeur d'Alene School District No. 271

Dear Lynn:

I have reviewed the Petition, a copy of which you provided to me with all of the attachments, as well as reviewed Idaho Code 33-308. That particular Code Section requires the following:

1. One fourth (1/4) or more of the school electors residing in an area of not less than fifty (50) square miles within which there is no school house or facility necessary for the operation of a school district.
2. The names and addresses of the Petitioners.
3. Legal description of the area to be excised/annexed.
4. Map showing current boundaries and boundaries if completed.
5. The names of each school district.
6. The description of the reasons for the proposed excision/annexation.
7. An estimate of the number of children residing in the area.

Based upon my review of the Petition, I find as to items 2, 4, 5, 6, and 7 there is compliance with the requirements of the statute. As to item 1, it appears that there is not a school house or other facility necessary for the operation of a school district within the fifty square miles encumbered, notwithstanding the old Worley School currently stands in Worley, but apparently is not necessary for the operation of the school district based upon the fact that Plummer/Worley School District No. 44 is not using that building. I do, however, have a concern that the number of people who signed the Petition constitutes one fourth or more of the school electors residing in that area. More particularly, we do not have proof of the total number of school electors as that term is defined by

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Idaho Code 33-405 as verified by the County Election Division. Therefore, it is my express opinion that the Petition is deficient in meeting the first requirement.

As to the legal description of the area of the area to be excised/annexed, (item 3) I have reviewed Appendix A to the Petition and note that while it generally refers to Townships and Ranges, it does refer only to portions of Sections, more particularly the description recites portions of Sections 25 and 36 in Township 49 North, Range 6 West, Boise Meridian, Kootenai County, and portions of Sections 25 and 36 in Township 48 North, Range 6 West, Boise Meridian, Kootenai County, Idaho. Because those portions are not specifically described, there is a deficiency in the legal description of the portions to be excised/annexed. It is my express opinion on that basis that the Petition is defective as to the correct and complete legal descriptions of the parcels to be affected.

It is therefore further my opinion that the Petition is deficient, and does not meet the requirements of Idaho Code 33-308. If those deficiencies are corrected and the Petition refiled to meet those deficiencies, then in that event the Board may examine the issue and file its recommendation or non-recommendation as the case may be with the State Department of Education pursuant to Idaho Code 33-308. I am recommending the course of action for the December meeting of the Board of Trustees of Coeur d'Alene School District No. 271 be the rejection of the Petition as being deficient, more particularly the failure to verify that the Petitioners constitute one fourth or more of the school electors residing within the area (which can be verified through the county elections department, and finally the appropriate and accurate legal descriptions of those portions of Sections referenced.

If I may be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Charles M. Dodson
Attorney at Law

CMD/mab

P.S. Lynn, please send copies of the actions the Board takes at their December meeting to SD 44

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DODSON & RAEON LAW OFFICES
ASSOCIATES IN THE PRACTICE OF LAW

Charles M. Dodson, Attorney, ISB #2134
(208) 664-1577
James A. Raeon, Attorney, ISB #2075
(208) 765-5875

Eastlake Professional Suites
1424 Sherman Avenue
Suite 300
Coeur d'Alene ID 83814
Facsimile (208) 666-9211

November 19, 2009

LYNN TOWNE, CLERK
BOARD OF TRUSTEES
COEUR D'ALENE SCHOOL DISTRICT NO. 271
311 N. 10TH STREET
COEUR D'ALENE ID 83814
Via Facsimile 664-1748

RE: Follow up on conversation 11/18/09 - qualified electors

Dear Lynn:

Thank you for your telephone call the 18th late in the day. I wanted to reiterate that it is not the school district's responsibility to verify that 25% of the qualified electors within the area to be annexed/excised have signed the Petition. The Petitioners are left with the burden of first, determining the number of qualified electors within the area affected, and second, verifying the same in their Petition. In this case that was not done. It is therefore the burden on the Petitioners to establish, through the county election's board, the number of qualified electors under 33-405, Idaho Code, residing within the area affected, and verify that at least 25% of those qualified electors have signed the Petition. Absent the same, the Petition is, in my opinion, deficient. Please feel free to share this information with the Board of Trustees.

Thank you for this opportunity to be of service.

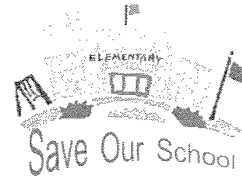
Sincerely,

Charles M. Dodson
Attorney at Law

CMD/mab

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STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010



November 3, 2009

Idaho State Department of Education
Tom Luna, Superintendent
P.O. Box 83720
650 W. State Street
Boise, ID 83720-0027

Dear Mr. Luna,


Enclosed is a copy of our petition for excision from Plummer-Worley School District #44 and annexation to Coeur d' Alene School District #271 for your records.

In accordance with the requirements set forth in I.C. § 33-308 this petition will be presented to the Plummer-Worley School District #44 Board of Trustees during their special meeting scheduled for November 2, 2009. Their next regularly scheduled board meeting is slated for November 9, 2009. The Idaho statute § 33-308 (3) requires that no later than ten (10) days after this date that this Board of Trustees shall transmit this petition to you with its recommendations.

Further, in accordance with the requirements set forth in I.C. § 33-308, this petition will also be presented to the Coeur d' Alene School District #271 Board of Trustees on November 4, 2009. Their next regularly scheduled board meeting is scheduled for December 7, 2009. We expect this Board of Trustees to also satisfy Idaho statute § 33-308 (3) which requires that no later than ten (10) days after this date that their Board of Trustees will transmit this petition, with its recommendations, to you.

If you have any questions or need further information about the petition enclosed, please do not hesitate to contact me.

Respectfully submitted,


Doyal Van Orman
Save Our Schools, Spokesman
P.O. Box 312
Worley, ID 83876
208-659-4470
hunt3547@yahoo.com

encl

cc: Paul Agidius, President; Idaho State Board of Education

RECEIVED

NOV 20 2009

IDAHO STATE
DEPARTMENT OF EDUCATION

**Petition to excise portions of
Plummer-Worley School District #44
which lie within Kootenai County, Idaho,
and annex those portions
into Coeur 'd Alene School District #271**

November 2009

PETITION FOR ANNEXATION

The intent of this petition request is to excise that portion of the Plummer-Worley School District #44 which lies within Kootenai County, and annex that area into the Coeur 'd Alene School District #271. Five maps are provided reflecting the following: Plummer-Worley School District #44 as it currently exists; Coeur 'd Alene School District #271 as it currently exists; the affected area of District #44 requesting annexation; the Plummer School District if annexation is approved; and the Coeur 'd Alene District #271 if annexation is approved (See Appendix A). If approved this petition will essentially result in re-establishing the Plummer School District to its original boundary as it existed prior to the consolidation with the old Worley School District in 1990, and expand the Coeur 'd Alene District #271 to include those sections within the South end of Kootenai County.

In support of this effort, 341 signatures of qualified voters within the affected area were obtained (See Appendix B). During the process of obtaining signatures voters were advised that the Coeur 'd Alene District #271 currently has two outstanding bonds, in addition to their base levy, which will result in an immediate and significant increase in taxes for the affected area if this annexation is approved. Most community members felt that the negative impact of the increase in our tax base was surpassed by the potential of providing a better opportunity for a quality education for the students.

It is noted that District #44 has no existing supplemental M&O or construction bonds at this time. With no bonded debt, therefore, approval of this annexation petition would not put an undue fiscal strain on District #44. With the completion of the new sewer system in Plummer the area growth potential will dramatically increase, and proposed developments (thus far denied because of the sewer moratorium) will provide a considerably larger tax base from which District #44 will realize substantial benefits.

There are three primary reasons why we are requesting this annexation action. The most important reason is the inability of the School District #44 to provide a positive educational opportunity for our students. They have continually failed to meet the AYP educational goals set forth by State and Federal agencies. The second reason is that the school district has failed to maintain the existing educational structures in a safe and well-maintained condition. And finally, the third reason is that the District #44 administration has rejected community recommendations and suggestions from those community members in favor of providing maintenance for the elementary school located in the city of Worley.

During the past decade the quality of education has declined within District #44. It has deteriorated to the point that many of the resident parents have elected to remove their children from the District, and the actual number of District #44 resident students currently being transported from the Kootenai County portion of District #44 to attend classes in Plummer has decreased to just 64. Our efforts have determined that more than 154 children residing within the boundaries of District #44 have elected to attend schools outside the District (See Appendix C). While that figure reflects a significant number of students residing in District #44 but attending other districts, the number is not all-inclusive. There is a strong probability that there are others for which we were unable to obtain information. What those figures indicate is that there are fewer students from the annexation area attending Plummer public school than those choosing to seek alternate educational opportunities. This clearly reflects that MANY of the parents of our students are unhappy with the administrative decisions and District #44's lack of ability

to meet AYP educational goals and requirements. In addition, the figure reflects that a large majority of the people paying taxes to District #44 do not enjoy the benefits those monies should be providing. Several letters from parents within the district who have chosen to move their children to alternative locations, opt for home schooling, or who are dissatisfied with the District #44 administration in general are included in Appendix D.

State records reflect that District #44 has consistently failed to meet AYP requirements across the district, the dropout rate is ridiculously high, and the graduation rate is extremely low. Those figures are reported by the State and can be easily verified by using computer access to appropriate Internet sites. A case in point is the freshman class of 2006 which started with 51 students. That class, now juniors, reflect just 19 students which equates to a 62.75% decline in attendance. When students depart, this district *loses* approximately \$5,000 (per student) in state funds used to support our school system; and while this fiscal loss has a significant impact, there are several other points associated with students no longer attending our school district. The efforts and interest of parents who care enough to try to get a better educational opportunity for their children are no longer available to support PTO and other school programs. We lose the parental involvement and support of those who would be most beneficial to the system. Also it clearly reflects that the existing system does not present a positive educational atmosphere. Parents who desire a challenging educational opportunity for their children are going to considerable personal expense and time transporting these students to other districts - it's their way of "getting around" a broken system.

There is a continuing conflict between the District #44 School Board and the residents of the Worley community as to whether it is more feasible to renovate the existing elementary school or build a new structure. On three separate occasions the district has proposed a bond to voters for the purpose of building a new school in Plummer, while abandoning the elementary school in Worley. In each instance the members of the communities within the entire school district has rejected the proposal. Members of the Worley community have pledged their support to help pass bond issues for the purpose of renovating the Worley Elementary School. These proposals were presented at several of the School Board meetings, in articles in local newspapers, and at special facility committee meetings. All of these offers have been rejected by the District School Board.

The District #44 School Board has proudly stated that they haven't passed a supplemental M&O bond in the past 20 years. The most effective way to make anyone believe that you need a new building is to neglect the maintenance and upkeep of the existing facility until a multitude of small things appear to become a huge, overpowering problem. That, in the simplest terms, is what the Plummer-Worley Joint School District #44 administration has done to the Worley Lakeside Elementary School. At an earlier School Board meeting, members of our committee discussed a list of maintenance problems identified in the Worley Elementary School. Individuals consulted with the school maintenance supervisor and discussed the many deficiencies such as broken outlets and light switches, sticking doors, ice forming at entrance areas. No action was taken, and these inquiries and associated recommendations were totally ignored.

Circulation fans were removed from the elementary school because the exhaust ports exited the structure at a point where additional portable classrooms were being located. These fans were never re-installed, and as a result moisture has been allowed to build up under some of the floor sections and create areas of minor structural deterioration. When asked if the fans could be reinstalled the maintenance supervisor stated that there was a potential for asbestos under the school and that he would not install the fans for that reason. It is noted that two asbestos abatement programs were performed by State Certified

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Asbestos Abatement Contractors. The fans are not installed, and moisture continues to permeate the spaces under the building and cause additional damage.

Most recently the elementary school was found to have structural damage as a result of excessive snow load during the past two winters. The district did not take adequate action to alleviate the potential damage, thus allowing the snow to build up and the resultant weight to cause damage that may require extensive repairs to the building. Instead of taking actions to bring the structure up to safe standards the district elected to move the portable classroom structures and students to the Plummer campus. This was done at considerable expense to the taxpayers of this district, and significant disruption to the educational environment for the students.

Seven zones were established within the School District #44, with one School Board representative elected from each zone. Four of the zones lie completely within the Benewah County portion of the district. Two of the remaining three zones encompass portions of the City of Plummer and portions of Kootenai County. Only one zone lies entirely within Kootenai County, which does not provide our community with equitable representation. During 2008 our group of community citizens contacted the Idaho State Department of Commerce and Labor and determined that sufficient population changes had taken place that would justify rezoning the District. We initiated a petition in accordance with I.C. § 33-313 and presented it to the District School Board. The School Board rejected the petition with an explanation from their legal counsel that it was improperly presented and information contained therein could not be verified at State level. (See Appendix E).

In an effort to force the School District to press forth with our request for rezoning, we forwarded the petition package to the State Board of Education explaining our dilemma. Mr. Luna's office responded with a recommendation that we obtain the services of a lawyer. The expense associated with that form of action was prohibitive to community members and the original zone boundaries still exist.

The Worley community made recommendations to the School Board to convert the existing elementary school from a standard public school to a Charter school and offered our support in making the conversion. This action was rejected. At that time a second petitions was presented to the School Board by the members of our community requesting deconsolidation of the Worley community from District #44. This actions was summarily ignored by the members of the School Board (See Appendix F).


What these factors indicate is that our offers to help elevate the district education level to an acceptable level have been ignored. Our attempt to gain equitable representation within the zones of the district, and the efforts to induce the district to renovate and properly maintain our school have all been rejected. It clearly indicates that we simply cannot come to an equitable working agreement with the existing administration.


This annexation would eliminate the "two community", "two-county" conflict which currently exists. It would enable the Plummer School District to establish it's own priorities with regard to replacing existing structures without resistance from the Kootenai County residents. District #271 consistently reaches State AYP education and graduation requirements, and would provide our community with a better educational opportunity for our students. Annexation would provide our community with the opportunity to work with Coeur 'd Alene school district in an effort to renovate the Worley Elementary School and thus provide the community with a stable educational structure.

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If this request for annexation is favorably addressed we would urge that the State give careful consideration to the process of realigning assets to reflect the resources the Worley School District had at the time of consolidation and formation of the Plummer-Worley Joint School District #44. This would include the existing property, structures, comparable vehicles, and educational resources which existed at that time.

Respectfully submitted,


Doyal Van Orman
Spokesman, Save Our School Committee
P.O. Box 52
Worley, Idaho 83876


George Braman
Spokesman, Save our School Committee
22505 Monticola Ct.
Worley, Idaho 83876

APPENDIX A

The property described below to be excised from Plummer-Worley School District #44 and annexed into the Coeur d' Alene School District #271; specifically, all sections and parcels in Kootenai County, Idaho not currently within the Coeur d' Alene school districts, including:

T 49 N, R 6 W, Kootenai County, Idaho portions of sections 25 and 36;
T 49 N, R 5 W, sections 23, 26, 27, 28, 29, 32, 33, 34 and 35;
T 48 N, R 6 W, sections 1, 12, 13, 24, Kootenai County, Idaho portions of sections 25 and 36;
T 48 N, R 5 W, sections 2, 3, 4, 5, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36;
T 48 N, R 4 W, sections 29, 32 and 33;
T 47 N, R 6 W, sections 1, 12, 13, 24, 25 and 36;
T 47 N, R 5 W, sections 1 through 36 inclusive;
T 47 N, R 4 W, sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34;
T 47 N, R 3 W, sections 7, 17, 18, 19, 20, 28, 29, and 30.

Map #1 highlights the **current** boundaries of Coeur d' Alene School District #271. *This map also contains the Kootenai County portion of Plummer-Worley School District #44 in the southwest corner of the map.*

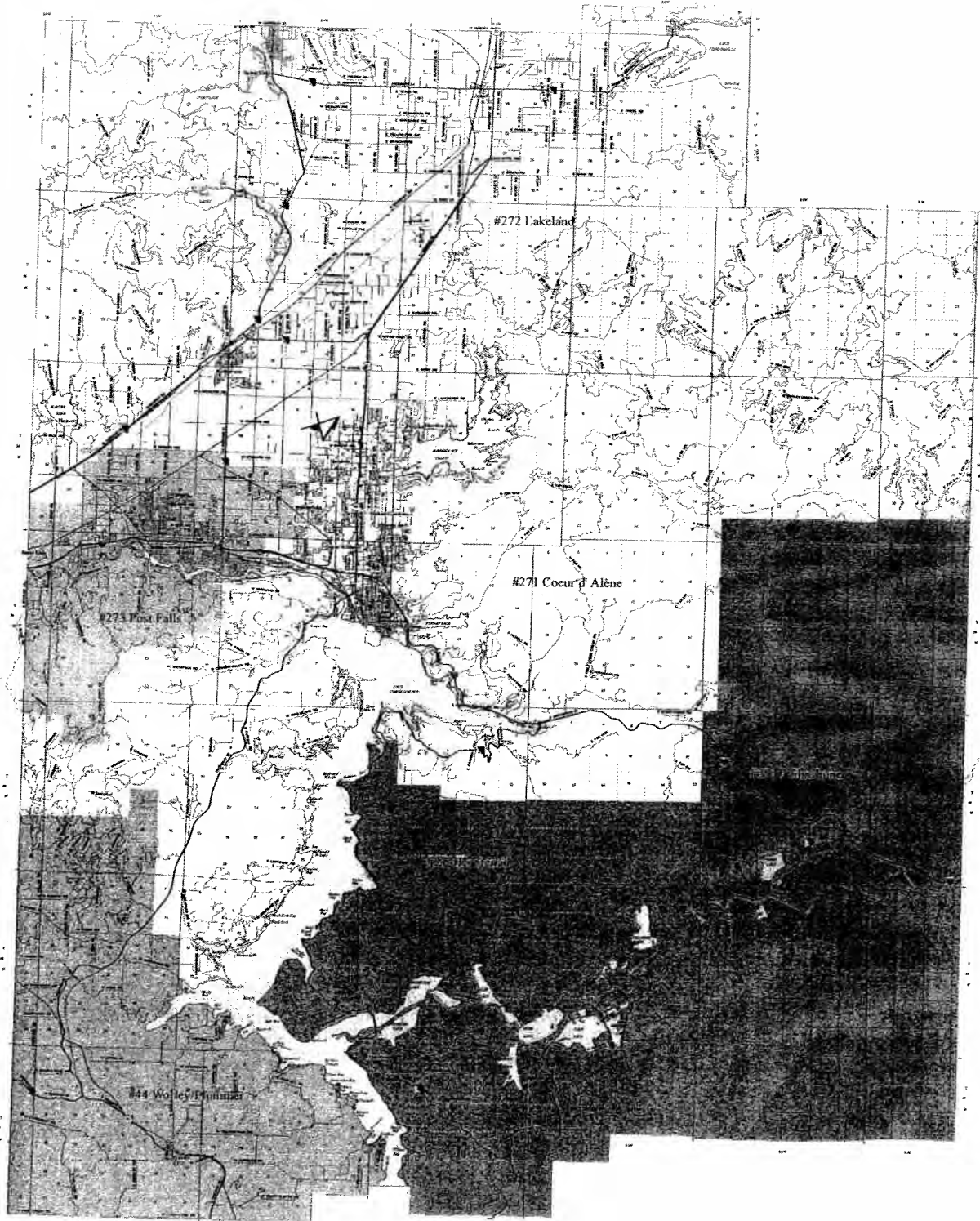
Map #2 reflects the **current** boundaries of Plummer-Worley School District #44.

Map #3 highlights the Kootenai County portion of Plummer-Worley School District #44.

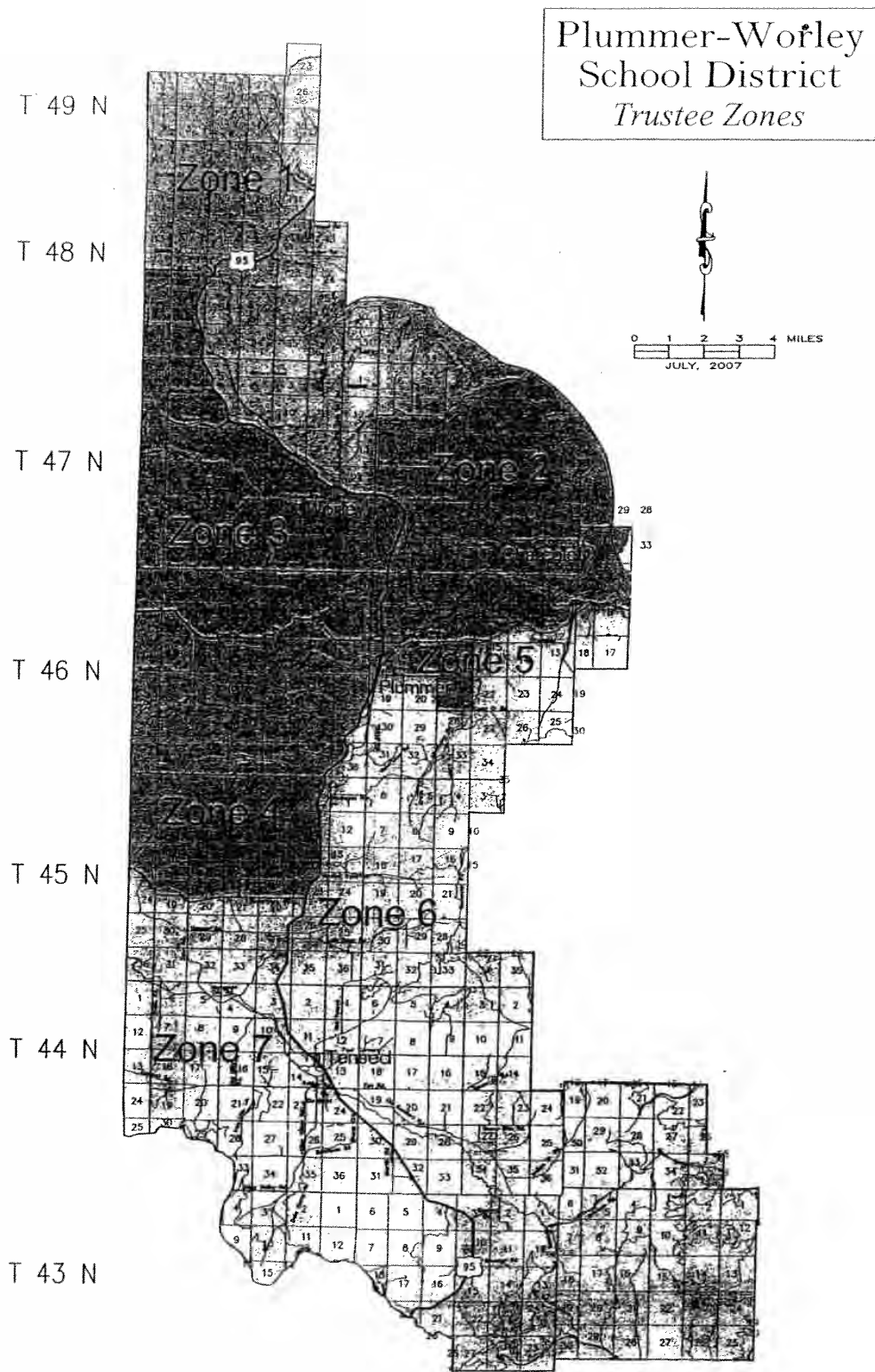
Map #4 shows the affected area only.

And, finally Map #5 highlights the new boundaries of Coeur d' Alene School District #271 upon approval of this petition.

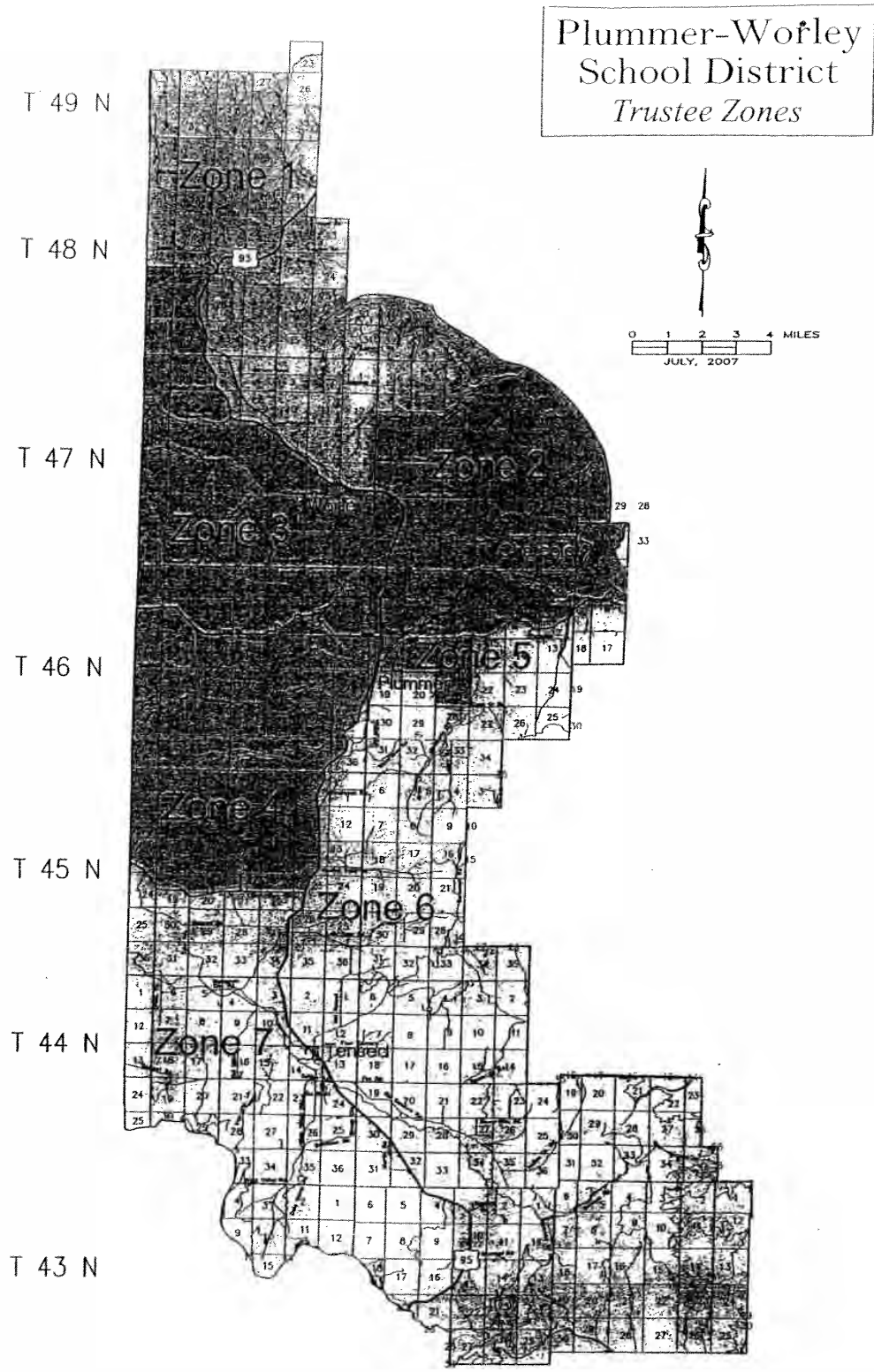
Kootenai County School Districts



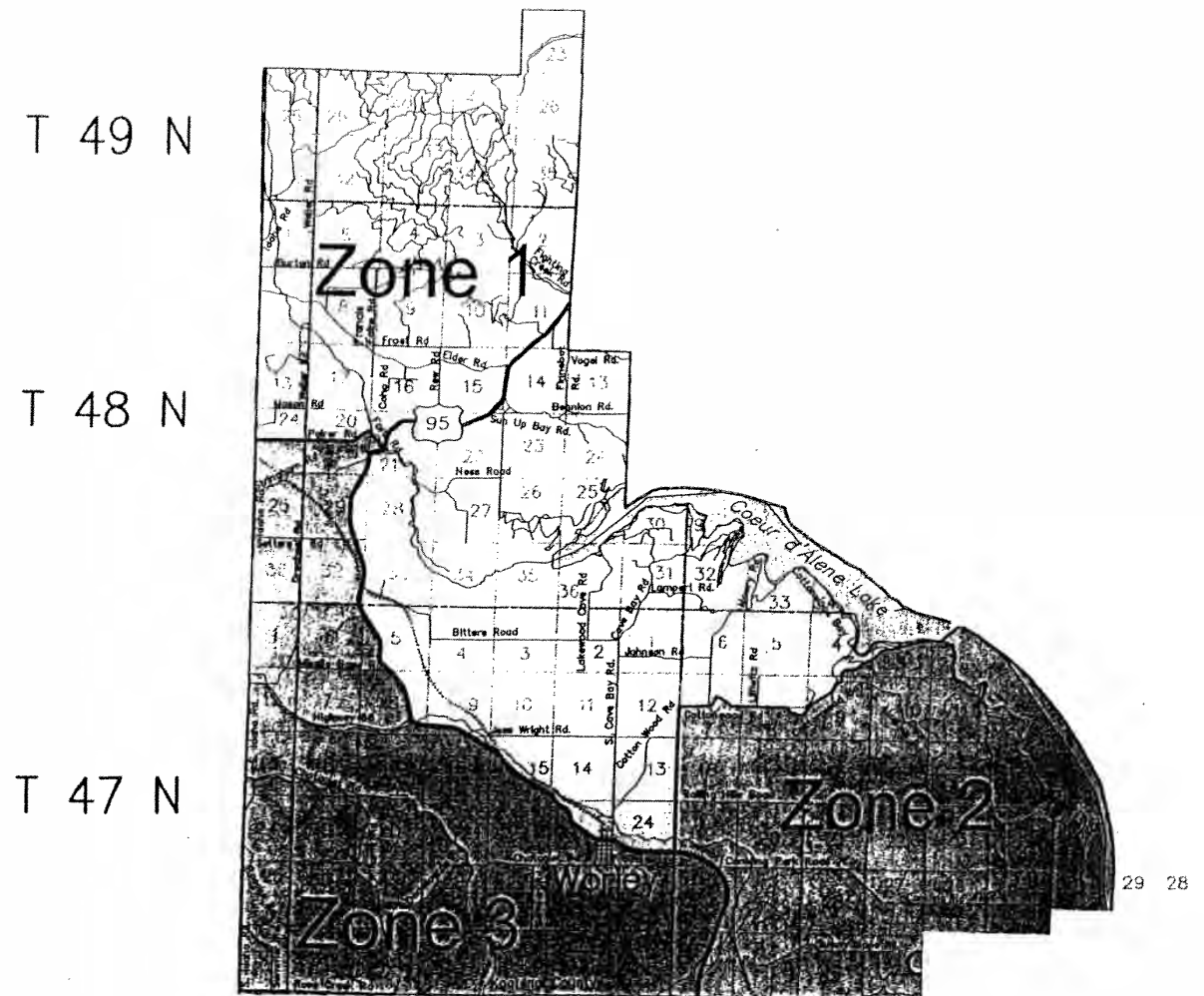
MAP #1



MAP #2

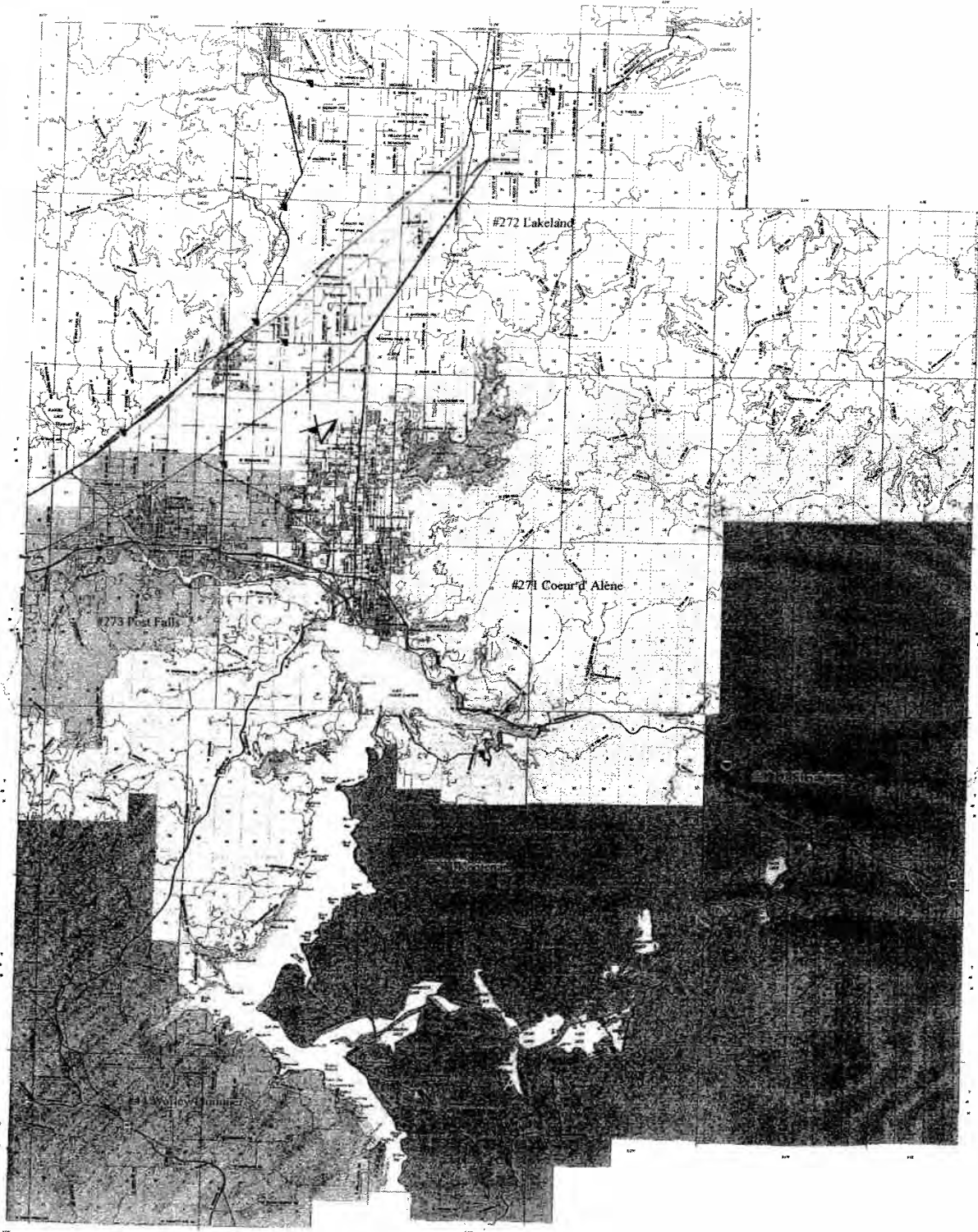


MAP #3



MAP # 4

Kootenai County School Districts



MAP #5

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

B

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

SANDRA RIECHERT
Printed Name
Sandra Riechert
Signature
507 W. Harmon Ave
Address
Worley, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many, what ages

John Leppelman
Printed Name
SAME
Signature
J. Leppelman
Address
522 W. Harmon Ave
City, State Zip
Worley, ID 83876
Children? (Y/N) If so, how many and what ages

Linda Winters
Printed Name
Linda Winters
Signature
29629 S. High Side Dr.
Address
Worley IDAHO 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

SHARIE PRATT
Printed Name
SHARIE PRATT
Signature
32122 Senkler Rd
Address
Worley ID 83876
City, State Zip
YES 16, 15, 15 (3P)
Children? (Y/N) If so, how many, what ages

DALE PRATT
Printed Name
DALE PRATT
Signature
32122 SENKLER RD
Address
WORLEY ID 83876
City, State Zip
YES 3 KIDS 18, 16, 15
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
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City, State Zip
Children? (Y/N) If so, how many and what ages

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City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
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City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Donald W. Hanson JR
 Printed Name
 Donald W. Hanson Jr.
 Signature
~~Donald W. Hanson Jr.~~ 9715 F. ST.
 Address
 Worley, Id. 83876
 City, State Zip

Children? (Y/N) If so, how many, what ages

JAMES A. HANSON
 Printed Name
 James A. Hanson
 Signature
 9916 4th St.
 Address
 Worley, Id 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

Dan OAK
 Printed Name
 Dan Oak
 Signature
 50924 W F STREET
 Address
 Worley - I
 City, State Zip

Children? (Y/N) If so, how many and what ages

DOROTHEA P. BROUSE
 Printed Name
 Dorothea P. Brouse
 Signature
 5827 W. CORKIN RD.
 Address
 Worley ID, 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

HENRY BEVANS
 Printed Name
 Henry Bevens
 Signature
 9249 Cottonwood
 Address
 Worley ID 83876
 City, State Zip
 2

Children? (Y/N) If so, how many and what ages

Randy W Long
 Printed Name
 Randy W. Long
 Signature
 8463 Sunny Slopes Rd.
 Address
 Worley, ID. 83876
 City, State Zip
 3 15, 17, 17 years

Children? (Y/N) If so, how many and what ages

BRIAN L HANSON
 Printed Name
 Brian L Hanson
 Signature
 9723 G St
 Address
 Worley ID 83876
 City, State Zip
 4 2 5-12

Children? (Y/N) If so, how many and what ages

Willette M. Haines
 Printed Name
 Willette M. Haines
 Signature
 8463 Sunny Slopes Rd.
 Address
 Worley, ID. 83876
 City, State Zip
 3 15, 17, 17

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Eunice E. Meredith

Printed Name

Eunice E. Meredith

Signature

47866 S. Hwy 95

Address

Worley Idaho 83876

City, State Zip

Children? ☒ If so, how many, what ages

Faye Lee Peone

Printed Name

Faye Peone

Signature

Address

30002 Chateauf Rd

City, State Zip

Worley, Id. 83876

Children? ☒ If so, how many and what ages

GLEN R. MEREDITH

Printed Name

Glen R. Meredith

Signature

47866 S HWY 95

Address

WORLEY IDAHO 83876

City, State Zip

Children? ☒ If so, how many and what ages

BRIAN CONLEY

Printed Name

Brian Conley

Signature

9825 W. 65th

Address

WORLEY, Id.

City, State Zip

83876

Children? ☒ If so, how many and what ages

Levi Hanson

Printed Name

Levi Hanson

Signature

30100 Chateauf Rd.

Address

Worley ID 83876

City, State Zip

13 yrs old 3 yrs. old

Children? ☒ If so, how many and what ages

Bruce H. Dicks

Printed Name

Bruce H. Dicks

Signature

8725 H st.

Address

Worley

City, State Zip

Id.

Children? ☒ If so, how many and what ages

Patricia England

Printed Name

Patricia England

Signature

30100 Chateauf Rd

Address

Worley Id 83876

City, State Zip

13 yrs + 3 yrs.

Children? ☒ If so, how many and what ages

Carrol Loe

Printed Name

Carrol Loe

Signature

9822 H Street

Address

Worley Id 83876

City, State Zip

Children? ☒ If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

RANDI EVANS
Printed Name
Randi Evans
Signature
16411 S Francis Faire
Address
Worley Idaho 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Math McKoon
Printed Name
Math McKoon
Signature
15605 W Frost Rd
Address
Worley Id 83876
City, State Zip
2 10/12
Children? (Y/N) If so, how many and what ages

Joe Anderson
Printed Name
Joe Anderson
Signature
17133 Francis Faire
Address
Worley, ID, 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Jeanette McKoon
Printed Name
Jeanette McKoon
Signature
15605 W Frost Rd
Address
Worley Id 83876
City, State Zip
yes
Children? (Y/N) If so, how many and what ages

KEN CRANDALL
Printed Name
Ken Crandall
Signature
17560 S. FRANCIS FAIRE RD.
Address
WORLEY, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Lester Larsen
Printed Name
Lester Larsen
Signature
15203 W. Frost Rd.
Address
Worley Id 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

JOY CRANDALL
Printed Name
Joy Crandall
Signature
17560 S. Francis Faire Rd.
Address
WORLEY, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Diana Smitheman
Printed Name
Diana Smitheman
Signature
14995 W FROST RD
Address
WORLEY ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many, what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

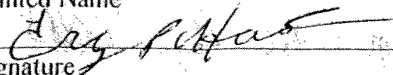
City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

TROY P HOLT
Printed Name

Signature
9822 W F STREET
Address
WORLEY ID 83876
City, State Zip
ALL OF AGE
Children? ☒ If so, how many and what ages

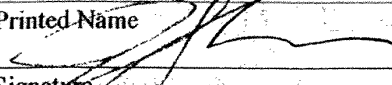
Lowell S Rhoads
Printed Name
Lowell S. Rhoads
Signature
9838 E ST
Address
Worley Id 83876
City, State Zip
4/25+30 32 34yos
Children? (Y/N) If so, how many and what ages

Martin H. Cox
Printed Name
Martin H. Cox
Signature
9921 West T St
Address
Worley ID 83876
City, State Zip
1 B
Children? (Y/N) If so, how many and what ages

Louis C Simpson
Printed Name
Louis C Simpson
Signature
16895 W. SETHERS RD.
Address
WORLEY, ID 83876
City, State Zip
Children? ☒ If so, how many and what ages

Meladi Rhoads
Printed Name
Meladi Rhoads
Signature
PO Box 97-9838E
Address
Worley, ID 83876
City, State Zip
Children? ☒ If so, how many and what ages

Brian Lowley
Printed Name
Brian Lowley
Signature
9838 E ST
Address
Worley Id. 83876
City, State Zip
NONE
Children? (Y/N) If so, how many and what ages

Jess L. SPIKE
Printed Name

Signature
25912 S. Weller Rd
Address
Worley ID
City, State Zip
NONE
Children? (Y/N) If so, how many and what ages

Nan Spike
Printed Name
Nan Spike
Signature
25912 S. Weller Rd
Address
Worley, ID
City, State Zip
None
Children? (Y/N) If so, how many and what ages

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APRIL 22, 2010

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

TONY MORSS
Printed Name
Signature
25233 S. Weller Rd.
Address
Worley ID 83876
City, State Zip
2/25/22
Children? (Y/N) If so, how many, what ages

Jeanne M. Morss
Printed Name
Signature
25233 S. Weller Rd
Address
Worley, ID 83876
City, State Zip
2-25-22
Children? (Y/N) If so, how many and what ages

KENEE EVANS
Printed Name
Signature
18710 W. OLD STATION RD.
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

DONALD G. BARRON
Printed Name
Signature
18710 W. OLD STATION RD
Address
Worley ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Diane Barron
Printed Name
Signature
18710 W. Old Station Rd.
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Jenna D Snyder
Printed Name
Signature
17200 S. Weller
Address
Worley
City, State Zip
ID 83876
Children? (Y/N) If so, how many and what ages

Misty Olson
Printed Name
Signature
16411 S. Francis Fave Rd
Address
Worley, ID 83876
City, State Zip
Yes, 1 and 15 mo
Children? (Y/N) If so, how many and what ages

Wes Evans
Printed Name
Signature
16411 S. Francis Fave Rd.
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Karen M. Devlin
 Printed Name
 Karen M. Devlin
 Signature
 S. 20870 Care Day Rd
 Address
 Worley, Id. 83876
 City, State Zip

Children? (Y/N) If so, how many, what ages 2 boys 20 & 23

~~John M. Hartley
 Printed Name
 John M. Hartley
 Signature
 S. 20870 Care Day Rd
 Address
 Worley, ID 83876
 City, State Zip
 Children? (Y/N) If so, how many and what ages~~

Ervin K. Drake
 Printed Name
 Ervin K. Drake
 Signature
 22912 S. Madrona Lp.
 Address
 Worley, Id. 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

Joyce M. Drake
 Printed Name
 Joyce M. Drake
 Signature
 22912 South Madrona Lp
 Address
 Worley, ID 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

GERALD STURGIS
 Printed Name
 Gerald Sturgis
 Signature
 22820 S MADRONA L.P.
 Address
 WORLEY ID 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

VIRGINIA STURGIS
 Printed Name
 Virginia Sturgis
 Signature
 22820 S MADRONA L.P.
 Address
 WORLEY ID 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

MARGERY F BRAMAN
 Printed Name
 Margery F Braman
 Signature
 22505 Monticola Ct
 Address
 Worley, Id. 83876
 City, State Zip
 N

Children? (Y/N) If so, how many and what ages

George L. Braman
 Printed Name
 George L. Braman
 Signature
 22505 MONTICOLA CT
 Address
 Worley ID 83876
 City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

John Wilhelm

Printed Name

Signature

522927 HIGH DR

Address

Worley ID 83876

City, State Zip

Children? (Y/N) If so, how many, what ages

Carole Wilhelm

Printed Name

Signature

22927 S High Drive

Address

Worley ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Cristy Moore

Printed Name

Signature

22606 S. Madrona Loop

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

David Moore

Printed Name

Signature

22606 S Madrona Loop

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Jack Winblood

Printed Name

Signature

21751 Cave Bay Rd

Address

Worley ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Pauline Winblood

Printed Name

Signature

21751 Cave Bay Rd

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Edward A. White

Printed Name

Signature

6755 West Cliff Court

Address

Worley, Id. 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Maria Oluna

Printed Name

Signature

21102 Cave Bay Rd.

Address

Worley Idaho 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Darleen Sheldon
Printed Name
Darleen Sheldon
Signature
3026 S. Cove Lane Bel
Address
Worley, ID 83876
City, State Zip

Children? (Y/N) If so, how many, what ages

Leo J Fuchs
Printed Name
Leo J Fuchs
Signature
Box 141 9725 G St.
Address
Worley, ID
City, State Zip

Children? (Y/N) If so, how many and what ages

Larry LaSarto
Printed Name
Larry LaSarto
Signature
P.O. Box 454
Address
Worley, ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

Scottie Mellicott
Printed Name
Scottie Mellicott
Signature
1st 3010 S
Address
PO 432 Worley ID
City, State Zip
Worley ID 83876

Children? (Y/N) If so, how many and what ages

Donna Olsen-Howard
Printed Name
Donna Olsen-Howard
Signature
9933 W.E. Street
Address
Worley, Idaho 83876-0024
City, State Zip

Children? (Y/N) If so, how many and what ages

George Shorman
Printed Name
George Shorman
Signature
Box 39
Address
Worley ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

Melissa Howard
Printed Name
Melissa Howard
Signature
30585 S. Dittmore Rd
Address
Worley, ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

ELDON C. LOE
Printed Name
Eldon C. Loe
Signature
9822 H 28 Worley Id
Address
City, State Zip
Worley PO Box 353

Children? (Y/N) If so, how many and what ages

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APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

LINDA P. FUEHS
Printed Name
Linda P. Fuchs
Signature
9925 G. St.
Address
Worley Idaho 83876
City, State Zip
Grandchild 5 yr old
Children? (Y/N) If so, how many, what ages

Sharon Bloomsburg
Printed Name
Sharon Bloomsburg
Signature
4337 Sunnyslope RD
Address
Worley, ID 83876
City, State Zip
Y 3 10, 12, 14
Children? (Y/N) If so, how many and what ages

Arlene Jenneskens
Printed Name
5661 W Sunnyslope Rd.
Signature
Arlene Jenneskens
Address
Worley, Idaho 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Glenn Sheldon
Printed Name
Glenn Sheldon
Signature
30076 Cove Bay Rd
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

George Bloomsburg
Printed Name
George Bloomsburg
Signature
27180 S. Wildwood Dr.
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Bill Hickman
Printed Name
Bill Hickman
Signature
2834 W Conkling Rd.
Address
Worley, ID. 83876
City, State Zip
Children? (Y/N) If so, how many, what ages

Hazel Hickman
Printed Name
Hazel Hickman
Signature
2834 W. Conkling Rd
Address
Worley, ID. 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

MICHAEL S. CALLAHAN
Printed Name
Michael S. Callahan
Signature
P.O. Box 83
Address
Worley, ID. 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Larry Yates
Printed Name
Larry Yates
Signature
5411 E. 15th
Address
Spokane Valley, WA 99212
City, State Zip
Children? (Y/N) If so, how many and what ages

BARBARA ODGERS
Printed Name
Barbara Odgers
Signature
28971 S. SYRINGA LN
Address
Worley, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

William R. Swick
Printed Name
William R Swick
Signature
28903 S. Syringa Lane
Address
Worley, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Del Blackburn
Printed Name
Del Blackburn
Signature
32020 S. Bella Vista
Address
Worley ID 83876
City, State Zip
None
Children? (Y/N) If so, how many and what ages

Bernadene Blackburn
Printed Name
Bernadene Blackburn
Signature
32020 S Bella Vista
Address
Worley, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Lorinda Howard
Printed Name
Lorinda A. Howard
Signature
2869 W. Conkling Rd.
Address
Worley ID 83876
City, State Zip
6 kids 19, 17, 15, 14, 14, 13
Children? (Y/N) If so, how many, what ages

KENNETH W. DROUSE
Printed Name
Kenneth W. Drouse
Signature
3827 W. Conkling Rd.
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Maureen Callahan
Printed Name
M. S. Callahan
Signature
PO Box 83
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Rosemary Phillips
Printed Name
Rosemary Phillips
Signature
Box 352
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many, what ages

Jeff Bloomsburg
Printed Name
Jeff Bloomsburg
Signature
4337 Sunny slopes
Address
Worley, ID 83876
City, State Zip
Yes 14, 12, 10
Children? (Y/N) If so, how many and what ages

LARRY DERSHAM
Printed Name
Larry Dersham
Signature
4809 W. Rolling Hills
Address
Worley ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

JACKIE DERSHAM
Printed Name
Jackie Dersham
Signature
4809 W. Rolling Hills Rd.
Address
Worley, Id. 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

Joe W. Bloomsburg
Printed Name
Joe W. Bloomsburg
Signature
W 945 Joe's Circle
Address
Worley, Idaho 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Beverly R. Bloomsburg
Printed Name
Beverly R. Bloomsburg
Signature
945 W Joe's Circle
Address
Worley, Id. 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Kenneth P. Zehm
Printed Name
Kenneth P. Zehm
Signature
1845 S. Alai Hill RD
Address
Worley ID 83876
City, State Zip
no
Children? (Y/N) If so, how many and what ages

RAYMOND R ZEHM
Printed Name
Raymond R Zehm
Signature
Rt. 12157 W. Rolling Hills Rd.
Address
Worley, Idaho.
City, State Zip
83876
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Randy CROCKOTT
Printed Name
Randy Crockott
Signature
30536 E Sunny Trail
Address
Worley, ID. 83876
City, State Zip
NO
Children? (Y/N) If so, how many, what ages

CHARLES CURRY
Printed Name
Charles Curry
Signature
12943 W. SUNNEDOWN RD.
Address
WORLEY ID. 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

~~Kenny E. Zehm
Printed Name
Kenny Zehm
Signature
1845 S. Star Hill Rd.
Address
Worley IDAHO 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages~~

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Michael R Hills
Printed Name
Signature
9718 G ST
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many, what ages

Keith A Gilbert
Printed Name
Signature
9719 G ST
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

SHANNON E. GILBERT
Printed Name
Signature
9719 G ST.
Address
WORLEY, ID. 83876
City, State Zip
NC
Children? (Y/N) If so, how many and what ages

Robert GUM
Printed Name
Signature
9721 W H ST
Address
Worley, ID 83876
City, State Zip
On the way
Children? (Y/N) If so, how many and what ages

Lorri Gum
Printed Name
Signature
9721 W H ST
Address
Worley, ID 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

Tim Gum
Printed Name
Signature
9721 W H ST
Address
Worley, ID 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

George Horstmyer
Printed Name
Signature
9818 W F ST
Address
Worley, ID 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

Lana K. Sifford
Printed Name
Signature
30102 2nd + I St
Address
Worley, ID 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

PATRICIA Nigh
Printed Name
Patricia Nigh
Signature
PO Box 32
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many, what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

MAKUS Bob

Printed Name

MAKUS Bob

Signature

16756 S. HWY 95

Address

Worley 83876

City, State Zip

Children? (Y/N) If so, how many, what ages

Tom Brand

Printed Name

Tom Brand

Signature

11091 W. Vogel Rd

Address

Worley Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Shirley Ann

Printed Name

Shirley Ann

Signature

11091 W. Vogel Rd

Address

Worley Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Richard M. Morrow

Printed Name

Richard M. Morrow

Signature

13230 West Elder Rd.

Address

Worley, Idaho 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

JULIE BIONDO

Printed Name

Julie Biondo

Signature

13816 Elder Rd

Address

Worley, ID. 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Tom Brand

Printed Name

Tom Brand

Signature

13816 Elder Rd

Address

Worley Id.

City, State Zip

83876

Children? (Y/N) If so, how many and what ages

Connie O'Hosen

Printed Name

18411 S. Cono Rd

Signature

Worley Id, 83876

Address

City, State Zip

Brent JR, Chance, Bebekah

Children? (Y/N) If so, how many and what ages

Gale Akers

Printed Name

Gale W. Akers

Signature

2396 S. Wellir

Address

Worley

City, State Zip

83876

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

PAT AKERS
Printed Name
Pat AKERS
Signature
23968 A. Weller Rd
Address
Worley, Id 83876
City, State Zip
2 39 35
Children? (Y/N) If so, how many, what ages

2 grandkids 4, 7
KELLY THICKS
Printed Name
Kelly Thicks
Signature
15528 Idaho Rd
Address
Worley, ID 83876
City, State Zip
yes 2-7-4
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

DAULINE E CAMILLE
Printed Name
Dauline E Camille
Signature
13121 W Elder Rd
Address
Worley, ID 83876
City, State Zip
NONE
Children? (Y/N) If so, how many, what ages

BRYAN JARCKS
Printed Name
Bryan Jarcks
Signature
12034 W Elk Ridge Ln
Address
Worley Id 83876
City, State Zip
Y - 2 - 20-21
Children? (Y/N) If so, how many and what ages

Traci J. Whelan
Printed Name
Traci J. Whelan
Signature
14063 W. Elder Road
Address
Worley, ID 83876
City, State Zip
YES - 1 (7)
Children? (Y/N) If so, how many and what ages

Andrew Davis
Printed Name
Andrew Davis
Signature
9818 W 1st Worley
Address
Worley ID 83876
City, State Zip
2742
Children? (Y/N) If so, how many and what ages

John P. Whelan
Printed Name
John P. Whelan
Signature
14063 W. Elder Rd
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Judith Erickson
Printed Name
Judith Erickson
Signature
22308 S. Lakewood Dr.
Address
Worley, Idaho 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Michael Jarcke
Printed Name
Michael Jarcke
Signature
12034 W Elk ridge Ln
Address
Worley ID 83876
City, State Zip
00
Children? (Y/N) If so, how many and what ages

Arnold Erickson
Printed Name
Arnold Erickson
Signature
22308 S. LAKESIDE DR.
Address
Worley 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Theresa Jaech
Printed Name
Theresa Jaech
Signature
12034 W. Elk Ridge Ln
Address
Worley, ID 83876
City, State Zip
Y 19, 20
Children? (Y/N) If so, how many and what ages

Glen R Stewart
Printed Name
Glen R Stewart
Signature
9821 K St. PO Box 187
Address
Worley Idaho 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Robert Templin
Printed Name
~~Robert~~ Robert
Signature
30202 S 3rd St
Address
Worley IDAHO 83816
City, State Zip
Yes 4 10-13-15-17
Children? (Y/N) If so, how many and what ages

Guenter Lange
Printed Name
Guenter Lange
Signature
9823 K St
Address
Worley Id
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Sara Thomas
Printed Name
Sara Thomas
Signature
PO Box 141
Address
Worley
City, State Zip
ID Worley ID 83876
Children? (Y/N) If so, how many and what ages
234

Rosemary Templin
Printed Name
Rosemary Templin
Signature
30202 S 3rd St
Address
30202 S 3rd St
City, State Zip
Worley Id 83876
Children? (Y/N) If so, how many and what ages

Steven Wheeler
Printed Name
Steven Wheeler
Signature
9725 W B St.
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Craig Cooper
Printed Name
Craig Cooper
Signature
23180 S Madrona LP
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

ALENE M ORVIK
Printed Name
Alene M Orvik
Signature
6886 W Brigantine
Address
Worley ID 83876
City, State Zip
None
Children? (Y/N) If so, how many, what ages

Barbara Flower
Printed Name
Barbara Flower
Signature
6872 W Brigantine Dr
Address
Worley ID 83876
City, State Zip
None school age
Children? (Y/N) If so, how many and what ages

C. RICK FLOWER
Printed Name
C. R. Flower
Signature
6872 W BRIGANTINE
Address
WORLEY ID 83876
City, State Zip
NONE SCHOOL AGE
Children? (Y/N) If so, how many and what ages

PATRICIA DIEBOLD
Printed Name
Patricia D. Diebold
Signature
22325 SCANDLELIGHT DR
Address
WORLEY, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

DOUGLAS H. DAVEY
Printed Name
Douglas H. Davey
Signature
22566 S. LAKESHORE DR
Address
WORLEY, ID 83876
City, State Zip
None in school
Children? (Y/N) If so, how many and what ages

LISA TURPEN
Printed Name
Lisa Turpen
Signature
484 W 21903 Cave Bay Rd
Address
Worley, ID 83876
City, State Zip
Y 2 children (4,7)
Children? (Y/N) If so, how many and what ages

Judy Davey
Printed Name
Judy Davey
Signature
22566 S Lakeshore Dr
Address
Worley, ID 83876
City, State Zip
None in school
Children? (Y/N) If so, how many and what ages

Jane Bangs
Printed Name
Jane Bangs
Signature
6585 W Cliff Crt
Address
Worley ID 83876
City, State Zip
None
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

THOMAS E. Troschey
Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many, what ages

Carol St. Amant
Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Maria Wheeler

Printed Name

Maria Wheeler

Signature

9725 WBS

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many, what ages

Crystal Wheeler

Printed Name

Crystal Wheeler

Signature

9725 West B St

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Michelle Wheeler

Printed Name

Michelle Wheeler

Signature

W 7523 W Street

Address

Worley, Idaho 83876

City, State Zip

Yes 1 son age 3

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Jeremy Armstrong

Printed Name

Jeremy Armstrong

Signature

7816 D St

Address

Idaho, ID 83876

City, State Zip

Yes 1/1 children

Children? (Y/N) If so, how many and what ages

Jeff Schatz

Printed Name

Jeff Schatz

Signature

2700 S

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Stephanie Parnell

Printed Name

Stephanie Parnell

Signature

7100 W

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Alee Mullen

Printed Name

Alee Mullen

Signature

PO Box 357

Address

Worley, ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Thomas W Nighl
Printed Name
Thomas W Nighl
Signature
9425 D St
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many, what ages

Chase Rappel
Printed Name
Chase Rappel
Signature
21181 Sth Lakeview Drive
Address
Worley Idaho 83876
City, State Zip
yes 1/16 months
Children? (Y/N) If so, how many and what ages

Jacquelyn O'Neil
Printed Name
Jacquelyn O'Neil
Signature
9122 W. D. St.
Address
Worley ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

PEARL ROBERTSON
Printed Name
Pearl Robertson
Signature
31751 S. Lakeview Dr.
Address
Worley, ID 83876
City, State Zip
yes - grown
Children? (Y/N) If so, how many and what ages

Denise D. Rappel
Printed Name
Denise D. Rappel
Signature
21784 S Lakeview DR
Address
Worley Id 83876
City, State Zip
Yes 20
Children? (Y/N) If so, how many and what ages

Dana ROBERTSON
Printed Name
Dana Robertson
Signature
21751 S LAKEVIEW DR
Address
Worley, ID 83876
City, State Zip
Yes - GROWN
Children? (Y/N) If so, how many and what ages

Jack Rappel
Printed Name
Jack Rappel
Signature
21787 S Lakeview Dr
Address
Worley Idaho
City, State Zip
83876
Children? (Y/N) If so, how many and what ages

Shawn Riley
Printed Name
Shawn Riley
Signature
22081 Lakeview Dr
Address
Worley Id 83876
City, State Zip
t
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

Tom Jones
Printed Name
Signature
19142 S. Row
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many, what ages

Susan Jones
Printed Name
Signature
18142 Rew Rd
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Heather Cooper
Printed Name
Signature
23150 S Madrona Loop
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

NEAL Mace
Printed Name
Signature
1113 W. 120th St
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Betty J. Ribbett
Printed Name
Signature
4441 W. Cliff Ct
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Alison Montague
Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Betty J. Ribbett
Printed Name
Signature
4441 W. Cliff Ct
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Josh Jeremias
Printed Name
Josh Jeremias
Signature
PO Box 141
Address
Worley ID 83876
City, State Zip
ID 244
Children? (Y/N) If so, how many and what ages

Jerome Tanks
Printed Name
Jerome Tanks
Signature
4723 W K
Address
Worley, ID
City, State Zip
6th grade 11
Children? (Y/N) If so, how many and what ages

Kris Guzman
Printed Name
Kris Guzman
Signature
9724 W J Street
Address
Worley ID 83876
City, State Zip
NC
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

WILLIE V Michael
Printed Name
Willie V Michael
Signature
Box 252
Address
Worley ID
City, State Zip
Children? (Y/N) If so, how many and what ages

Kathy Jo Stewart
Printed Name
Kathy Jo Stewart
Signature
9821 K St PO Box 187
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Rex STEWART
Printed Name
Rex Stewart
Signature
P.O. Box 8557 County Line Road
Address
Plummer ID 83851
City, State Zip
1 Kootenai Co
Children? ☒ (Y/N) If so, how many, what ages

Gail Davidson
Printed Name
Gail Davidson
Signature
8627 County Line Road
Address
Plummer, ID 83851
City, State Zip
Kootenai County
Children? ☒ (Y/N) If so, how many and what ages

Dolores Stewart
Printed Name
Dolores Stewart
Signature
8557 County Line Rd
Address
Plummer ID 83851
City, State Zip
Kootenai Co
Children? ☒ (Y/N) If so, how many and what ages

EMILY BELL
Printed Name
Emily Bell
Signature
6169 SUNNY SLOPES RD
Address
WORLEY, IDAHO 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

ANNALISA DAVIDSON
Printed Name
Annalisa Davidson
Signature
8627 County Line Rd.
Address
Plummer, ID 83851
City, State Zip
Kootenai County
4 (grown and gone)
Children? ☒ (Y/N) If so, how many and what ages

MARY BELL
Printed Name
Mary Bell
Signature
6169 W. Sunny Slopes Rd
Address
Worley ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages


Tom Davidson
Printed Name
Tom Davidson
Signature
8627 County Line Rd.
Address
Plummer, ID 83851
City, State Zip
Kootenai County
Children? ☒ (Y/N) If so, how many and what ages

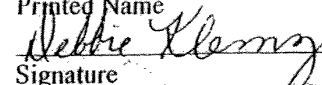
JERRY TAYLOR
Printed Name
Jerry Taylor
Signature
30200 2nd ST.
Address
WORLEY ID 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

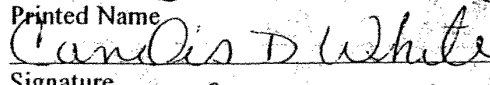
STATE DEPARTMENT OF EDUCATION
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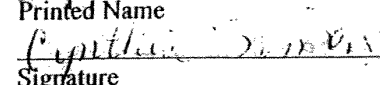
September 2009

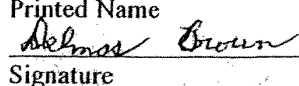
I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

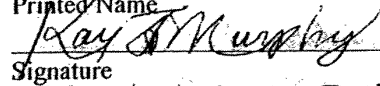
Scott Goodson
Printed Name

Signature
8216 W Conklin
Address
Worley ID 83876
City, State Zip
10 & 11
Children? (Y/N) If so, how many, what ages

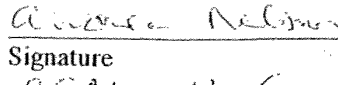
Debbie Klemz
Printed Name

Signature
30103 S. 3rd
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Candis Candis White
Printed Name

Signature
7104 W Conkling Rd
Address
Worley, Id, 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Cynthia Simon
Printed Name

Signature
30100 S. 3rd Street
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

DELMAS BROWN
Printed Name

Signature
30101 S 3rd
Address
WORLEY ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

KAY F. MURPHY
Printed Name

Signature
9924 WEST C ST.
Address
WORLEY, IDAHO 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

ANDREA NELSON
Printed Name

Signature
4976 H St.
Address
Worley, Id 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

165
+6 to 8
WILLIAM J. Tolley
Printed Name

Signature

15117 Elder Rd
Address

Worley ID 83876
City, State Zip

Yes 8, 5, 4, 1

Children? (Y/N) If so, how many, what ages

WILLIAM J. Tolley
Printed Name

Signature

15117 ELDER RD
Address

WORLEY ID 83876
City, State Zip

YES 8, 5, 4, 1

Children? (Y/N) If so, how many and what ages

SHERIL VOVES
Printed Name

Signature

21080 A. Row Rd
Address

Worley, Id 83876
City, State Zip

NO

Children? (Y/N) If so, how many and what ages

Victor Voves
Printed Name

Signature

21080 S. Row Rd
Address

Worley Id 83876
City, State Zip

NO

Children? (Y/N) If so, how many and what ages

Xaviera Welch
Printed Name

Signature

PO Box 117
Address

Worley Id 83876
City, State Zip

Yes, 4 children 15, 9, 8, 5

Children? (Y/N) If so, how many and what ages

Christina Si John
Printed Name

Signature

PO Box 132
Address

Worley, Id 83876
City, State Zip

NO

Children? (Y/N) If so, how many and what ages

Amy Croft
Printed Name

Signature

29701 S 3rd St
Address

Worley ID 83876
City, State Zip

Yes 1 @ 2 years old

Children? (Y/N) If so, how many and what ages

Randy Grossman Jr.
Printed Name

Signature

P.O. Box 280
Address

Worley Id. 83876
City, State Zip

Y 3-29, 19, 20

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Joey Beekner
Printed Name
Joey Beekner
Signature
4550 W Parsons Lane
Address
Worley ID 83851
City, State Zip
9-8
Children? ☒ (Y/N) If so, how many, what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

BRIAN LAUDE
Printed Name
Brian Laude
Signature
9919 D' ST
Address
WORLEY IDAHO 83876
City, State Zip
20-25
Children? ☒ (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

Printed Name Randy Holt
Signature Randy Holt
Address Box 42 E Street 9722
City, State Zip Worley ID 83876
Children? (Y/N) If so, how many and what ages

Printed Name Randy Holt
Signature Randy Holt
Address 17620 E Finnebatt
City, State Zip Worley ID 83876
Children? (Y/N) If so, how many and what ages 2, 7, 9 yrs

Printed Name Will. A.M. Waddell
Signature William Waddell
Address 9726 G St
City, State Zip Worley Idaho 83876
Children? (Y/N) If so, how many and what ages

Printed Name Ronald O. Chen
Signature Ronald O. Chen
Address PO Box 438 Worley, Id
City, State Zip Worley Idaho 83876
Children? (Y/N) If so, how many and what ages

Printed Name Kimberly Hanson
Signature Kimberly Hanson
Address 9723 G St
City, State Zip Worley Id 83876
Children? (Y/N) If so, how many and what ages 2 (5, 14)

Printed Name JERRY TAYLOR
Signature Jerry Taylor
Address 30700 2ND ST
City, State Zip Worley Id 83876
Children? (Y/N) If so, how many and what ages

Printed Name Georgia Jeremias
Signature Georgia Jeremias
Address 30200 2nd St
City, State Zip Worley, Id 83876
Children? (Y/N) If so, how many and what ages

~~Printed Name Keith Gilbert~~
~~Signature Keith Gilbert~~
~~Address 9719 G St~~
~~City, State Zip Worley Id 83876~~
~~Children? (Y/N) If so, how many and what ages~~

STATE DEPARTMENT OF EDUCATION
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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

Barbara Allen Kelsay

Printed Name

Barbara Allen Kelsay

Signature

221615 Carrol Dr

Address

Worley ID 83876

City, State Zip

No

Children? (Y/N) If so, how many, what ages

Ken Geurin

Printed Name

Ken Geurin

Signature

20890 S. Cave Bay Rd

Address

Worley ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Jeff Dean Robin Dean

Printed Name

Jeff Dean Robin Dean

Signature

209305 Cave Bay Rd

Address

Worley ID 83876

City, State Zip

Yes 7, 11

Children? (Y/N) If so, how many and what ages

Nancy Hersh

Printed Name

Nancy Hersh

Signature

22076 S. Carrol Drive

Address

Worley ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Sandy & Bob Dronenberg

Printed Name

Sandy Dronenberg, Sandy Dronenberg

Signature

209435 Cave Bay Rd

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

REBECCA S. RENNENBAUM

Printed Name

Rebecca S. Rennebaum

Signature

22602 S. Madonna Loop

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Barbara Geurin

Printed Name

Barbara Geurin

Signature

20890 S. Cave Bay Rd

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Fritz H. Rennebaum

Printed Name

Fritz H. Rennebaum

Signature

22602 S. Madonna Lp

Address

Worley, ID 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

WILLIAM C. SHEWELL
Printed Name
Signature *William C. Shewell*
W. 9823 I STREET
Address
WORLEY, ID 83876
City, State Zip

Children? (Y/N) If so, how many, what ages 2: 53, 55

CLEORA J. SHEWELL
Printed Name
Signature *Cleora J. Shewell*
W. 9823 I. STREET
Address
Worley, ID 83876
City, State, Zip
YES, AGES 53 AND 55
Children? (Y/N) If so, how many and what ages

DORIS Cunningham
Printed Name
Signature *Doris Cunningham*
W. 9817 I. STREET
Address
Worley, ID 83876
City, State Zip
YES, 2 - 48 - 38
Children? (Y/N) If so, how many and what ages

Kenneth R Cunningham
Printed Name
Signature *Kenneth R Cunningham*
9817 W I ST
Address
Worley ID 83876
City, State Zip
2 - 48 - 38
Children? (Y/N) If so, how many and what ages

DAM CARTER
Printed Name
Signature *Dam Carter*
9925 W. I ST.
Address
Worley, ID. 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

MICHAEL W GARDNER
Printed Name
Signature *Michael W Gardner*
9925 W I ST
Address
Worley ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

TED McCONNACHIE
Printed Name
Signature *Ted McConnachie*
30300 S 3rd
Address
WORLEY ID 83876
City, State Zip
YES 8 60, 59, 57, 55, 51, 35, 34, 32
Children? (Y/N) If so, how many and what ages

PAULA McCONNACHIE
Printed Name
Signature *Paula McConnachie*
30300 S 3rd
Address
WORLEY ID 83876
City, State Zip
YES 8 60, 59, 57, 55, 51, 35, 34, 32
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

Adrienne Louise Writson
Printed Name
Adrienne Louise Writson
Signature
30174 S. Sunray Trail
Address
Worley ID 83876
City, State Zip

Children? (Y/N) If so, how many, what ages

ED FLORY
Printed Name
E. Flory
Signature
22794 MARAONE
Address
WORLEY ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

WAYNE HENDERSON
Printed Name
Wayne Henderson
Signature
P.O. BOX 144
Address
WORLEY ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

Gerald Holt
Printed Name
Gerald Holt
Signature
9817 K St.
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Sally Holt
Printed Name
Sally Holt
Signature
9817 K St. P.O. Box 7
Address
Worley ID 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Norma Slinkard

Printed Name

Norma Slinkard

Signature

8459 W. Sunnyslope

Address

Worley Idaho 83876

City, State Zip

No

Children? (Y/N) If so, how many, what ages

Betty Frederick

Printed Name

Betty Frederick

Signature

8459 W. Sunnyslope

Address

Worley ID. 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Wilmet Frederick

Printed Name

Wilmet Frederick

Signature

8459 W. Sunnyslope

Address

Worley Idaho 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Maxine Frederick

Printed Name

Maxine Frederick

Signature

8459 W. Sunnyslope

Address

Worley Idaho 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Cleve Frederick

Printed Name

Cleve Frederick

Signature

8459 W. Sunnyslope

Address

Worley ID. 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

KATHY J. LAIRD

Signature

Kathy J. Laird

Address

20637 S. CAVE BAY RD

City, State Zip

83876 Worley, Id

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

GORDON LAIRD

Signature

Gordon Laird

Address

20637 S. CAVE BAY RD

City, State Zip

Worley, Id 83876

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Carol Krahenbuhl

Signature

Carol Krahenbuhl

Address

21138 S. Cave Bay Rd

City, State Zip

Worley, Id 83876

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Charles R Krahenbuhl

Signature

Charles R Krahenbuhl

Address

21138 S. CAVE BAY RD (PO Box 430)

City, State Zip

Worley ID 83876

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Sandra A Virga
Printed Name
Sandra A Virga
Signature
29411 S Helen Park Dr
Address
Worley, ID 83876
City, State Zip
No
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Kristin Largent
Printed Name
Kristin Largent
Signature
22144 Candlelight
Address
Worley, Id 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

KATHERINE L. CLINE
Printed Name
Katherine L. Cline
Signature
P.O. Box 438
6035 W. CONKLING RD.
Address
WORLEY, ID 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

LORI HEMM
Printed Name
Lori Hemm
Signature
29582 Bella Vista Rd
Address
Worley, Id 83876
City, State Zip
N
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Jan T. Cash
Printed Name
Jan T. Cash
Signature
22360 S. Lakeshore Dr.
Address
Worley Idaho 83876
City, State Zip

Children? (Y/N) If so, how many, what ages

Lucy Cash
Printed Name
Lucy Cash
Signature
22360 S. Lakeshore Dr.
Address
Worley, ID 83876
City, State Zip

no
Children? (Y/N) If so, how many and what ages

Tina Voves
Printed Name
Tina Voves
Signature
17911 W. Ness Rd
Address
Worley ID 83876
City, State Zip
Yes - 9 + 10
Children? (Y/N) If so, how many and what ages

Harry Voves
Printed Name
Harry Voves
Signature
17911 W. Ness Rd
Address
Worley Idaho 83876
City, State Zip
Yes 2 children ages 9 + 10
Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Don Whitecotton
Printed Name
Don Whitecotton
Signature
22944 S Brecksel
Address
Worley, Ida
City, State Zip

Children? (Y/N) If so, how many, what ages

DAVID A. FISH
Printed Name
David A. Fish
Signature
9960 W. Bennion Rd
Address
Worley, Id 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

June L.L. Fish
Printed Name
June L.L. Fish
Signature
9960 W. Bennion Rd
Address
Worley, Id. 83876
City, State Zip

Children? (Y/N) If so, how many and what ages

Barbara A. Fish
Printed Name
Barbara A. Fish
Signature
9960 W Bennion Rd
Address
Worley Id 83876
City, State Zip
2 Kids 2 1/2 & 3 1/2
Children? (Y/N) If so, how many and what ages

Matthew Fish
Printed Name
Matthew Fish
Signature
9960 W. Bennion Rd
Address
Worley Id.
City, State Zip
83876

Children? (Y/N) If so, how many and what ages

Melissa B. Williams
Printed Name
Melissa B. Williams
Signature
9960 W. Bennion Rd.
Address
Worley, Idaho 83876
City, State Zip
No

Children? (Y/N) If so, how many and what ages

John Williams
Printed Name
John Williams
Signature
9960 W. Bennion Rd
Address
Worley, ID 83876
City, State Zip
No

Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Mary Fish
Printed Name
Mary A. Fish
Signature
9964 W. Bennion Rd.
Address
Worley, ID 83876
City, State Zip
5 children 20, 18, 16, 12, 8
Children? (Y/N) If so, how many, what ages

LARRY D. FISH
Printed Name
Larry D. Fish
Signature
9964 W. BENNION RD.
Address
Worley ID. 83876
City, State Zip
5 CHILDREN 20, 18, 16, 12, 8
Children? (Y/N) If so, how many and what ages

Laurel Fish
Printed Name
Laurel Fish
Signature
9964 W. Bennion Rd.
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

James L Schaffer
Printed Name
James L Schaffer
Signature
10634 W. Bennion Rd.
Address
Worley, ID 83876
City, State Zip
3 child 15 (22, 20)
Children? (Y/N) If so, how many and what ages

Elizabeth W. Schaffer
Printed Name
Elizabeth Schaffer
Signature
10634 W. Bennion Rd.
Address
Worley ID 83876
City, State Zip
3/22, 20, 15
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School
District #44 and be annexed into Coeur d' Alene School District #271.

KIMBERLY DRECHSEL

Printed Name

Kimberly Drechsel

Signature

24055 S. Drechsel Rd

Address

WORLEY, ID 83876

City, State Zip

N

Children? (Y/N) If so, how many, what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Gerry Drechsel

Printed Name

Gerry Drechsel

Signature

W17542 Missile Base Rd.

Address

Warley Idaho 83876

City, State Zip

2 - 50 +

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Nathan Drechsel

Printed Name

Nathan Drechsel

Signature

24055 S. Drechsel Rd.

Address

WORLEY, ID, 83876

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

DIANNE E. DICKINSON

Printed Name

Dianne E. Dickinson

Signature

26483 S. BLOOMSBURG BAY RD.

Address

WORLEY, ID 83876

City, State Zip

Children? (Y/N) If so, how many, what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

J. KENNETH DICKINSON

Printed Name

J. Kenneth Dickinson

Signature

26483 S. BLOOMSBURG BAY RD.

Address

WORLEY, ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

DOYLE KING

Printed Name

Doyle King

Signature

26483 S. Bloomsburg Bay Rd

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Hilma Bloomsburg

Printed Name

Hilma Bloomsburg

Signature

27180 S. Wildwood Dr.

Address

Worley, ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School
District #44 and be annexed into Coeur d' Alene School District #271.

Dana Drechsel
Printed Name
Dana Drechsel
Signature
24055 S. Drechsel Rd.
Address
Worley ID 83876
City, State Zip
24 22 20 17 13 11
Children? (Y/N) If so, how many and what ages

Gary Drechsel
~~KIM DRECHSEL~~
Printed Name
Gary Drechsel
Signature
S 24055 Drechsel Rd
Address
Worley ID 83876
City, State Zip
24 22 20 17 13 11
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School
District #44 and be annexed into Coeur d' Alene School District #271.

Karen H. Drechsel
Printed Name
Karen H. Drechsel
Signature
25058 S. Drechsel Rd.
Address
Worley, ID 83876
City, State Zip
19 & 15
Children? (Y/N) If so, how many, what ages

Matthew R. Drechsel
Printed Name
Matthew R. Drechsel
Signature
25058 S. Drechsel Rd.
Address
Worley, Idaho 83876
City, State Zip
19 & 15
Children? (Y/N) If so, how many and what ages

Ellie R. Drechsel
Printed Name
Ellie R. Drechsel
Signature
25058 S. Drechsel Rd.
Address
Worley, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Denny LaVe
Printed Name
[Signature]
Signature
25989 S Drechsel Rd.
Address
Worley, ID 83876
City, State Zip
Yes 5, 5, 4, 2, 3 mo
Children? (Y/N) If so, how many, what ages

Gina LaVe
Printed Name
[Signature]
Signature
25989 S Drechsel Rd.
Address
Worley, ID 83876
City, State Zip
Yes 5, 5, 4, 2, 3 mo
Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

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I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name Rich Watson
Signature Rich Watson
Address 14987 W Frost Rd
P.O. Box 3104
City, State Zip Coeur d'Alene, ID. 83814
Children? ☒ (Y/N) If so, how many, what ages 1 six yrs.

Printed Name SANDRA L. NELSON
Signature Sandra L. Nelson
Address 16935 SO PAINTED ROSE RD
WOREY, ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name Sheila & Jason Shriner
Signature Sheila M Shriner
Address 14918 W. Ness Rd.
Worley, ID 83876
City, State Zip
Children? ☒ (Y/N) If so, how many and what ages 2 kid 5yrs, 3yrs

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name Angie Watson
Signature Angie Watson
Address 14987 W Frost Rd
Worley, ID 83874
City, State Zip
Children? ☒ (Y/N) If so, how many and what ages yes 1st grade ley

Printed Name Vicki McKay
Signature Vicki McKay
Address 18960 Skunk Rd
Coeur d'Alene, ID 83814
City, State Zip
Children? ☒ (Y/N) If so, how many and what ages 2/21/20

Printed Name Jason Shriner
Signature Jason Shriner
Address 14918 W. Ness Rd.
Worley, ID. 83876
City, State Zip
Children? ☒ (Y/N) If so, how many and what ages 1/2 kid 5yrs, 3yrs

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

Audrey Jackson

Printed Name

Audrey Jackson

Signature

16587 W. Bitter Rd.

Address

Worley, Id. 83876

City, State Zip

Children? (Y/N) If so, how many, what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

PETER N. ROGNALDSON
Printed Name
Peter N. Rognaldson
Signature
18971 W. CHATCOLET RD.
Address
WORLEY, ID. 83876
City, State Zip
3 6, 12, 16
Children? (Y/N) If so, how many, what ages

KRISTEN L. ROGNALDSON
Printed Name
Kristen L. Rognaldson
Signature
18971 W. CHATCOLET RD.
Address
WORLEY, ID. 83876
City, State Zip
3 6-12-16
Children? (Y/N) If so, how many and what ages

BRYAN C. ROGNALDSON
Printed Name
Bryan C. Rognaldson
Signature
18971 W. CHATCOLET RD.
Address
WORLEY, ID. 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

MARILYN CHEVALIER
Printed Name
Marilyn Chevalier
Signature
27143 S. ATOH HILL RD.
Address
WORLEY, ID 83876
City, State Zip

Children? (Y/N) ☒ If so, how many, what ages

Cindy L. CHEVALIER
Printed Name
Cindy L. Chevalier
Signature
27143 So. ATOH Hill Rd.
Address
WORLEY, ID 83876
City, State Zip

Children? (Y/N) ☒ If so, how many and what ages

Nadine K Sherman
Printed Name
Nadine K Sherman
Signature
1071 W CONKLING PK DR
Address
Worley ID 83876
City, State Zip

Children? (Y/N) ☒ If so, how many and what ages

~~George R Sherman~~
~~Printed Name~~
~~George R Sherman~~
~~Signature~~
~~1071 W CONKLING PK DR~~
~~Address~~
~~Worley ID 83876~~
~~City, State Zip~~

~~Children? (Y/N) If so, how many and what ages~~

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many, what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School
District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

LeAnn Hartley

Signature

LeAnn Hartley

Address

S 2179 Cave Bay Rd

City, State Zip

Worley, Id 83876

Children? (Y/N) If so, how many, what ages

Printed Name

Terry R. Hartley, Sr.

Signature

Terry R. Hartley, Sr.

Address

S 20779 Cave Bay Rd

City, State Zip

Worley, ID 83876

Children? (Y/N) If so, how many and what ages

Printed Name

James Lacey Hartley

Signature

James L. Hartley

Address

S 20779 Cave Bay Rd

City, State Zip

Worley, ID 83876

Children? (Y/N) If so, how many and what ages

Printed Name

Henry S. Smith

Signature

21337 S. Cave Bay Rd

Address

Worley, Id. 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Lacy Smith

Signature

Lacy Smith

Address

21337 S. Cave Bay Rd

City, State Zip

Worley, Id. 83876

Children? (Y/N) If so, how many and what ages

Printed Name

Cindy Dretke

Signature

Cindy Dretke

Address

21478 Cave Bay

City, State Zip

Worley, Id 83876

Children? (Y/N) If so, how many and what ages

YES 2 12 Y 14

Children? (Y/N) If so, how many and what ages

Printed Name

Amy Cooper

Signature

Amy Cooper

Address

21478 Cave Bay Rd

City, State Zip

Worley Id 83876

YES 1 2 y.o.

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

Jerald W. Wilhelm

Signature

Jerald W. Wilhelm

Address

22884 High Dr.

City, State Zip

Worley Idaho 83876

Children? (Y/N) If so, how many and what ages

No

Printed Name

DARLENE I. Wilhelm

Signature

Darlene Wilhelm

Address

22884 High DRIVE

City, State Zip

WORLEY IDAHO 83876

Children? (Y/N) If so, how many and what ages

No

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

KAREN Babbitt

Signature

Karen Babbitt

Address

29602 S 3rd St

City, State Zip

Worley, Id 83876

Children? (Y/N) If so, how many, what ages

Joy Brouse

Printed Name

Joy A. Brouse

Signature

West 9925 E' St P.O. Box 57

Address

Worley, ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Stanley R. Brouse

Printed Name

Stanley R. Brouse

Signature

West 9925 E' St P.O. Box 57

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Edwin Babbitt

Printed Name

Edwin Babbitt

Signature

29602 S 3rd St

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

VAEVA LAYNE

Signature

Vaeva Layne

Address

9821 W D St Box 5

City, State Zip

Worley Id 83876

Children? (Y/N) If so, how many and what ages

DELBERT G. PAYNE

Printed Name

Delbert G. Payne

Signature

PO Box 5 - 9821-D St

Address

WORLEY, ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

Don J Bohlman

Signature

Don J Bohlman

Address

9717 WE ST.

City, State Zip

Worley, Id.

Children? (Y/N) If so, how many and what ages

Printed Name

Barbara Schultz

Signature

25512 S. Cave Bay Rd

Address

Worley, Id 83877

City, State Zip

No

Children? (Y/N) If so, how many and what ages

Printed Name

Cindi Jennessens

Signature

5805 W. Sunny Slope Rd

Address

Worley Idaho 83876

City, State Zip

Yes 2 - age 9 & 10

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Duane Jennessens

Signature

5805 W. Sunnyslope Rd

Address

Worley Id. 83876

City, State Zip

Yes 2 - 9 & 10

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Bonnie Davis

Signature

Address

2495 Cliffside Ln

City, State Zip

Worley

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

JAMES COLLINS
Printed Name
Signature
P.O. Box 25
Address
Worley, Idaho 83876
City, State Zip
Y 32, 25, 21, 14
Children? (Y/N) If so, how many, what ages

KRISTINE JAMISON-COLLINS
Printed Name
Signature
P.O. Box 25
Address
Worley, Id 83876
City, State Zip
Y 31, 32
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

George M. Erdmann

Printed Name

George M. Erdmann

Signature

20 W. Jerry Ln

Address

Worley Id 83876

City, State Zip

No.

Children? (Y/N) If so, how many, what ages

Robert D. Heintz

Printed Name

Robert D. Heintz

Signature

339 W. Flnd Cl

Address

Worley Id 83876

City, State Zip

No.

Children? (Y/N) If so, how many and what ages

J. A. Foss

Printed Name

J. A. Foss

Signature

20 W Jerry Ln

Address

Worley ID 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

Eric L. Heintz

Printed Name

Eric L. Heintz

Signature

339 W. Flnd Cl

Address

Worley Id 83876

City, State Zip

No.

Children? (Y/N) If so, how many and what ages

E. Gil Harmon

Printed Name

E. Gil Harmon

Signature

1416 W CONKLING PK. DR

Address

Worley, ID. 83876

City, State Zip

Children? (Y/N) If so, how many and what ages

ET WELLS

Printed Name

ET Wells

Signature

PO Box 421

Address

Worley

City, State Zip

Children? (Y/N) If so, how many and what ages

Patricia Harmon

Printed Name

Patricia Harmon

Signature

1416 W. Conkling Rd

Address

Worley

City, State Zip

Ida 83876

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

~~Cindy Dretke~~
Printed Name
~~Cindy Dretke~~
Signature
~~2147 Casey~~
Address
~~Worley ID 83876~~
City, State Zip
Children? (Y/N) If so, how many, what ages ~~2~~

Ronald L. Anderson
Printed Name
Ronald L. Anderson
Signature
1824 W. Cottonwood Rd
Address
Worley, ID 83876
City, State Zip
12 YRS 810
Children? (Y/N) If so, how many and what ages

Doug Peterson
Printed Name
Doug Peterson
Signature
8496 Hwy. 95
Address
Worley ID 83876
City, State Zip
NONE
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

JERRY WILSON
Printed Name
Jerry Wilson
Signature
370 CRISTVIEW LN.
Address
PLUMMER ID. 83854
City, State Zip
19
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

JACK HANSON
Printed Name
Jack Hanson
Signature
24564 S. Snow Owl Cir
Address
Worley ID 83876
City, State Zip
NO
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d'Alene School District #271.

Nov 4 2009

William S Mellick
Printed Name
Signature
3038 CR Williams Rd
Address
Worley Idaho 83876
City, State Zip
Children? (Y/N) If so, how many and what ages (10 - 18)

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Stacy Mellick
Printed Name
Signature
1778 Log Cabin Rd
Address
Worley ID 83876
City, State Zip
Y 2 - 18 + 10
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

EVA Mellick
Printed Name
Signature
Address
21478 S. Lake Bay Rd 83876
City, State Zip Worley Idaho
NO
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Christine Mellick
Printed Name
Signature
1778 Log Cabin Rd
Address
Worley ID 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name

DAVE SURPE

Signature

[Signature]

Address

12652 W Sun MEADOW, Worley

City, State Zip

Children? (Y/N) ☒ If so, how many, what ages

Printed Name

Jackie VanOrman

Signature

12712 W. SunMeadow Rd.

Address P.O. Box 52

City, State Zip Worley, ID 83876

Children? (Y/N) ☒ If so, how many and what ages

Printed Name

James Greenwalt, Jr.

Signature

P.O. Box 52

Address

Worley, ID 83876

City, State Zip

Children? (Y/N) ☒ If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Doyal Van Orman

Printed Name

[Signature]

Signature

12712 W. Sunmeadow Rd

Address

Worley, Idaho 83876

City, State Zip

Children? (Y/N) ☒ If so, how many and what ages

Printed Name

David Statford

Signature

14330 Sunmeadow Rd

Address

Worley, Id 83876

City, State Zip

Children? (Y/N) ☒ If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

Printed Name

Signature

Address

City, State Zip

Children? (Y/N) If so, how many and what ages

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

September 2009

I respectfully request to be excised from Plummer-Worley Joint School District #44 and be annexed into Coeur d' Alene School District #271.

Printed Name
THOMAS A BURTON
Signature
Thomas A Burton
Address
16641 W Burton Rd
City, State Zip
Worley Idaho 83876
Children? (Y/N) If so, how many and what ages

John F Burton
Printed Name
John F Burton
Signature
16641 W Burton Rd
Address
Worley Idaho 83876
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Printed Name
Signature
Address
City, State Zip
Children? (Y/N) If so, how many and what ages

Appendix C

District #44 residents not attending District #44 Schools

The number of students residing in District #44 that are being "Home Schooled" or transported to adjacent school districts is greater than 156, and that number does not include all District #44 students attending the Coeur 'd Alene District #271 schools where the majority of our local students attend. The following figures are available through the various school district records and can be verified with time and effort. They are broken down as follows:

Students attending Coeur 'd Alene District #271 Public Schools - 10

Students attending Coeur 'd Alene District #271 Charter School - 4

Students attending Post Falls School District - 2

Students attending St. Maries School District- 26

Students attending Tekoa School District in Washington State - 18

Students attending Freeman School District in Washington State - 9

Students attending Potlatch School District - 27

Students attending Spokane Public School Districts - 5

Students attending the Tribal School in Desmet. - 23

Students of school age currently being home schooled - 32

It is noted that the 32 students being home schooled and 40 of the students attending other school districts all reside in the Kootenai County portion of the district - that portion affected by this petition. This number (72) exceeds the number (64) of students currently being transported by school bus to the Plummer campus from the Kootenai County portion of the district. The total figures reflect students from across the entire District #44.

While these figures reflect a significant number of students that reside in District #44, but attend another district, they are not all inclusive. The figures were obtained during the very brief period we were processing this annexation request, and there are other community members which we unable to contact. Therefore there is a strong probability that there are others for which we were unable to obtain supporting information.

To whom it may concern,

Our choice to remove our children from the Plummer Worley School District was made in two stages. Our youngest son left in the 2005-2006 school year.

His older brother and younger sister left in the 2006-2007 school year. The reasons for doing this were academic. It took a full year to fill in the very large gaps in basic Math, Science, Language Arts and Grammar. After filling the gaps in basic knowledge, we enrolled them in the St. Maries School District. They have thrived there. The Plummer/Worley School District can not offer our children what St. Maries can. At the St. Maries District:

- #1) No child is allowed to interrupt other children's learning. The administration has a strong commitment to support of their staff. Those who break the rules are removed (usually by the Principal)
- #2) Children are expected to be present and active learners and take responsibility for their academic success.
- #3) Curriculum is supplemented to give a solid, basic coverage of the subject matter.
- #4) Excellence in all academic arenas is valued and encouraged.

We are asked every year on our open enrollment forms why we want to send our children to the St. Maries School District. Our answer has always been "We seek a better academic and social —"

situation for our children". Plummer/Worley School District has been unable to provide a safe or supportive learning environment for our children. The lack of basic educational emphasis dooms the graduates to playing catch-up at college. Even those who have been excellent students have had difficulty succeeding in a college atmosphere. We want our children to be limited in their career choices by their interests and passions, not by their lack of basic academic knowledge. Plummer/Worley School District has failed too often to provide their students with academic knowledge to help them succeed.

Respectfully submitted,

Sharon Bloomsburg

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

To Whom It May Concern:

We are residents of Kootenai County, and live within the boundaries of the Worley School District. When it came time to choose where to educate our children, we opted to home school rather than put them into the local public school near us.

Due to the poor teacher qualifications/requirements that we saw, the variance between the number of incoming students and outgoing graduates, and other personal reasons, we were convinced it would not be the quality of school we wanted our children to spend the majority of their time in nor be the institution we wanted them to graduate from.

It's a shame the school in our district is, in our opinion, not a quality school. It's too late for our own kids, but no doubt there are many more out there that would love to see a good school thriving once again in Worley. We personally would love to see our tax dollars at work supporting a school we could be proud of.

Matt and Karen Drechsel

<http://sn113w.snt113.mail.live.com/mail/PrintShell.aspx?type=message&cpids=43f5949e-...> 10/8/2009

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

To whom this may concern,

My son is in the 9th grade this year, and this is the 4th year that I've home schooled him. I chose to take him out of school here because of all of the chaos at the middle school. Not enough education going on! He wanted to go to the high school this year, and I considered it. Changed my mind when I found out that the middle school and high school students are in one building without a resource officer.

I was going to have my daughter go to kindergarten this year, but they moved the students to Plummer. There are too many students in one area. So I'm home schooling her also.

I don't understand how a new school is going to make the education better?? It would be cheaper and faster to fix the Worley elementary school. If we want our children to have a good education, buy new books, and new computers, so they can keep up in the ever growing world of technology. We also need to have good teachers, that are treated well, so they want to stay here.

Sincerely,
Kimberly Hansen

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

William S Mellick
31038 S Williams Road
Worley, Idaho 83876

Re: Joint School Worley Plummer:

10/29/09

Dir Sir:

I was asked to write this letter about why I send my children to CDA for schooling. My girls have attended Charter and are in CDA High School\NIC and Sorensen. I am very proud of them with my Christy graduating from NIC with an AA this December and receiving her High School diploma this spring. Christy has thrived in this type of setting and environment, which has resulted in her making the deans list. Marie is excelling in her course work by being challenged and being supported by the teaching staff and by us.

Our background, I am a CDA tribal member. I am a graduate of Worley High School, class of 78 were 90% went to college. Both their mother and I have BS from WSU. I have over 22 years of Federal service in the government serving in senior positions through out the western states. I moved back to Worley to Farm and to bring my children up in their Indian culture. If I knew how poor the Worley Plummer school system is I may not have move back.

There are many reasons why I elected to send my kids to CDA; the first is that I noticed that while attending the Worley school Christy was not being challenged in her schoolwork. We brought this up with her teacher. The remedy was to have her tutor math to the eight graders. I noticed that the teaching staff was not getting support from admin side of the school system. The School principal was more worried about the "no kid being left behind policy". I can go on and on but this will sum it up; I was talking to staff/ board members from the school about the ISAT scores. The comment was made to me blaming parents who took their kids to another school/home school. This took me by surprise and a while to figure out. Is this the reason the system is broken, have we taken all the smart children out of school district leaving children that can't be educated? No wonder they have problems, as parent I have only one chance to get this right, there is no second time around, these are the most important reasons for life, making sure my girls get the best education possible. Sad to say, they will not get it out of the Worley-Plummer school district.



STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

To whom it may concern,

I used to reside in the Worley area. I was involved in a custody battle and I was given a choice of giving my daughter to her father for majority of the time, or to move to Coeur D Alene/Post Falls area so my child could attend a better school district. Her father lives in the Post Falls School district.

I chose to move. I had a great opportunity with housing in Worley, as I had planned on purchasing the home I was living in. However, I made the choice to move so my child could be in a better school district as the judge had wanted and also so I could retain majority custody.

Now that the elementary children are in close proximity to the older children, I am pleased the judge requested I move.

Sincerely

A handwritten signature in black ink, appearing to read 'Tori Tickle', with a stylized, cursive script.

Tori Tickle

10/27/2009

I Connie Ottosen have
3 Children that live
in the Worley School Dist
that I choose to send
them to Freeman School
dist due to the fact
that they will receive
a better education

Connie Ottosen
208-665-2368

To whom it may concern:

We have several reasons why we have not sent our children to Lakeside Elementary.

First, we have observed a lack of being committed academic excellence, such as too many short weeks, part days, interruptions - resulting in a very Low educational rating state wide!

Next, the lack of a strong math-science curriculum is very disturbing.

Finally, we want our children to be in a safe and secure learning environment without the frequent, disruptive behavior of other unmotivated students.

Without a proper well structured education our children can not succeed in the world of today!

The JenneKens Family

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

October 30, 2009

To Whom It May Concern

Regarding the Plummer/Worley School District.

I am a life long resident of the Worley community. I am
also retired and had planned to spend my time and
energies on personal interests. However, I have spent much of
my time these last nearly three years on this project be-
cause of my concern about the direction the board and ad-
min^{ist}ration of this school district have taken it.

Also, their lack of concern about the drop out rate and
the numbers of students who are being home schooled or taken
by their families to other school districts daily (including
my three grandchildren).



STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

04/04/2009 21:34 208-245-3948

ROGERS LAW OFFICE

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Appendix E

TELEPHONE: 208-245-2521

LAW OFFICES OF
DAVID B. ROGERS
CHARTERED
720 COLLEGE AVENUE
ST. MARIES, IDAHO
83851

FACSIMILE: 208-245-3948

February 3, 2009

Ms. Karyn Stockdale
Clerk
Plummer/Worley School District No. 44
P. O. Box 130
Plummer, Idaho 83851

Re: S.O.S. Committee Petition for Rezoning

Dear Ms. Stockdale:

I have been asked to formalize my comments on the Petition for Rezoning filed by the Save our Schools committee from Worley. As I have previously expressed, I do not believe that the petition is adequate to trigger a rezoning. This is so for the following reasons:

First, the petition is just that, a petition. 33-313(4) requires a "proposal." A proposal would be more than simply a demand as is set forth in the petition filed herein. See e.g., 33-310, Consolidation of Contiguous School Districts, wherein only a petition is required to trigger activity by the board of trustees.

This is not a semantical difference. As you are aware, rezoning is a time consuming and not inexpensive process. The drawing of the district must be done with sufficient precision to equalize, as much as possible, the representation of population by the trustees from those districts, all of which is required by 33-313(2).

As you know, the Districts were redrawn after the 2000 census and will be reviewed after the 2010 census. In fact, after the 2010 census, the Districts will have to be reviewed; this is required by 33-313(4). A complicating factor here is that 33-313(3) states, "Trustee zones may be redefined and changed but not more than once every five (5) years in the manner hereinafter provided." 33-313(2) specifically requires in the proposal that each proposed trustee zone "shall be defined and drawn so that, as reasonably as may be, each such zone shall have approximately the same population."

Again, the petition filed by the Save our Schools committee did not comply with these requirements.

After the initial petition was filed and it was explained to the SOS committee why the District was not going to act on the petition, you were contacted with regard to certain statistical data provided by the Idaho Department of Labor and

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ROGERS LAW OFFICE

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Ms. Karyn Stockdale
Page 2
February 3, 2009

Industries. After checking with the Idaho Department of Labor and Industries, it appeared that the "data" was simply prepared by the Department of Commerce, but no source of the data was given; no accuracy was claimed; and it was specifically stated that the information was never intended for any legal purpose. In other words, no one should rely on that data for any specific purpose. Additionally, the "data" included lands outside the school district with no way to separate out the information -- even if it had otherwise been adequate. This is certainly not adequate information upon which to base a redrawing of trustee zones.

It is also my understanding that further checking has turned up no source of information even approaching the accuracy of the information which will result from the decennial census next year. Even the U. S. Census Bureau was contacted. They said that they were aware of no source of the necessary data until the 2010 census. Apparently, after that they are going to try to have the information available annually. We shall see.

For all of the foregoing reasons, I do not believe that it would be necessary or even appropriate for the Board of Trustees to redraw the trustee zones in response to the petition filed by the SOS committee.

Very truly yours,

David B. Rogers
Attorney At Law

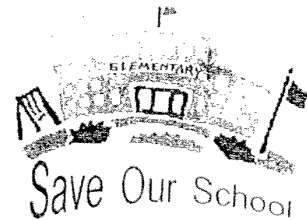
DBR/jd

cc: Tim Clark
Marlow Thompson
Rick McCully
Paul Daman
Ida Gustin
Tami Gauthier
Terry Blessing
George Olsen

STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

Appendix E



In accordance with I.C. §33-313 we, the undersigned, submit this petition on September 8, 2008, to the Board of Trustees for the Plummer-Worley Joint District #44 to take action to redefine and change the trustee zones within the district.

This petition is based on the most recent school district population estimates provided by the Idaho Department of Commerce and Labor whose demographic figures reflect a significant enough change to warrant re-zoning of the district. These figures indicate a decline in school district population density in Benewah County, and an increase in school district population density in Kootenai County.

With the increased population we feel that the students and residents of the zones in Kootenai County are not receiving an accurate representation on the current Board of Trustees, and that re-zoning efforts at this time would provide equity in the representation of our communities.

Name	Address	Phone Number
Katherine Cline	KATHERINE CLINE 6035 W. CONKLING RD	208-686-1186
George Brown	72505 Monticello Ct Worley ID 83876	208-686-7091
Margery Brown	22505 Monticello Ct Worley ID	83876
Ted McEnach	30300 53rd Worley ID 83873	686/685 208-686-7091
Pauline B. McEnach	30300 53rd Worley ID 83873	686/685
Dorothy Bloomburg	945 W Joe's Circle Worley ID 83876	208-689-3061
J. Virginia High	29601 3rd St Worley ID	686-1636
Joe Bloomburg	945 W Joe's Circle Worley ID	83876
Nicole Davis	2495 W. Cliffhollow Dr. Worley ID	83876 (689-3)
Wendy Shields	127800 Chula Bay Rd. Worley ID	
Bella Williams	99265th Worley ID	83876
Bill Fickman	2834 W. Worley Rd Worley ID	53876
Michael Callahan	20 W Terry Ln, Worley ID	83876
Bonnie D. Gilling	Box 111 D. Chula 6055 W. Conklings Rd	208-686-1186
Henry Howard	PO Box 187 Worley ID	83876
Janet Howard	22909 Cave Day Rd Worley ID	83876
Eunice Meredith	P.O. Box 65 Worley ID	83876
John M. Smith	P.O. Box 249 Worley ID	83876 689 0135
Kristy Waddell	P.O. Box 37 Worley ID	83876 686-1167
Bong Frederickson	8459 W. Sunny Slope Rd Worley ID	
Chad Fisher	8459 W. Sunny Slope Worley ID	
Michael Lueders	8359 W. Sunny Slope Worley ID	
David Lueders	8313 W. Sunny Slope Worley ID	
Dan Lueders	8343 W. Sunny Slope Worley ID	

PAGE 1 of 4
Total Signatures = 21

Save Our School

Save Our School

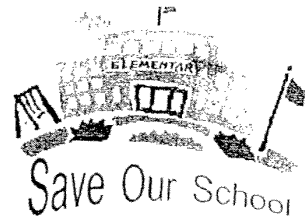
With the increased population we feel that the students and residents of the zones in Kootenai County are not receiving an accurate representation on the current Board of Trustees, and that re-zoning efforts at this time would provide equity in the representation of our communities.

(over)

APRIL 22, 2010

	<u>Address</u>	<u>Phone</u>
MARY TAYLOR	RD 335 WORLEY ID	686-5024
GUYETER HANGE	PO 72 WORLEY ID	686
MARY JO STEWART	9821 K ST PO BOX 187 WORLEY	486-4007
Gerald Tolt	2ND K STREET	686 1431
Sally Hise	9817 K ST, Worley	686-1431
Delmas Brown	P.O. Box 95 Worley, ID	686-2409
Muriel Ualax	P.O. Box 68 Worley, ID	686-0768
Brian Conley	PO Box 68 Worley Id	486-0768

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010



In accordance with I.C. §33-313 we, the undersigned, submit this petition on September 8, 2008, to the Board of Trustees for the Plummer-Worley Joint District #44 to take action to redefine and change the trustee zones within the district.

This petition is based on the most recent school district population estimates provided by the Idaho Department of Commerce and Labor whose demographic figures reflect a significant enough change to warrant re-zoning of the district. These figures indicate a decline in school district population density in Benewah County, and an increase in school district population density in Kootenai County.

With the increased population we feel that the students and residents of the zones in Kootenai County are not receiving an accurate representation on the current Board of Trustees, and that re-zoning efforts at this time would provide equity in the representation of our communities.

Name	Address	Phone Number
Mary Bell	4169 W. Sunny Slopes Rd Worley	686-0106
Melissa Howard	30585 S. Dimore, Worley	686-0108
Sharon Bloomsburg	4337 W. Sunnyslopes Rd, Worley	686-1101
Kathy Burton	W/16641 Buxton Rd Worley, Id	231-5841
Theresa Jensen	9817 P St Inley, Id	686-1217
Shawn M. Marchant	4059 S W. Worley, Idaho	686-1312
James Harrison	P.O. Box 134 Worley, ID.	686-9098
Joe Jackson	2077 W. Cottonwood AD Worley, ID	686-5159
John S. S. S.	25512 S. Cave Bay Rd Worley	686-1573
John S. S. S.	424055 Drechsel Rd Worley, ID	208-755-6549
Larry Cagle	22360 S. Lakeshore Worley, ID	686-1507
Daniel Anderson	12712 W. Sunmeadow Rd Worley	686-8870
W. S. S.	P.O. Box 52 Worley	686-6869

STATE DEPARTMENT OF EDUCATION
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Katherine Cline	6035 W. Conkling Rd	Worley, ID 83876
George Braman	22505 S. Monticola Ct	Worley, ID 83876
Margery Braman	22505 S. Monticola Ct	Worley, ID 83876
Ted McConnachie	30300 S. 3rd	Worley, ID 83876
Pauline McConnachie	30300 S 3rd	Worley, ID 83876
Beverly Bloomsburg	945 W. Joe's Circle	Worley, ID 83876
Virginia Nigh	29601 3rd Street	Worley, ID 83876
Joe Bloomsburg	945 W. Joe's Circle	Worley, ID 83876
Rosalie Davis	2495 W. Cliffdwellers Dr	Worley, ID 83876
Darleen Sheldon	27900 Cave Bay Rd	Worley, ID 83876
William Waddell	9726 G Street	Worley, ID 83876
Bill Hickman	2834 W. Conkling Rd	Worley, ID 83876
Michael Callahan	20 W Jerry Lane	Worley, ID 83876
Ronald Cline	6035 W. Conkling Rd	Worley, ID 83876
Glen Stewart	9821 W. K Street	Worley, ID 83876
Bud Sheldon	27900 Cave Bay Rd	Worley, ID 83876
Eunice Meredith	47866 S. Highway 95	Worley, ID 83876
Jon Huber	29903 S. 1 st Street	Worley, ID 83876
Kristy Waddell	29903 S. 1 st Street	Worley, ID 83876
Betty Frederick	8459 W. Sunny Slopes	Worley, ID 83876
Cleve Frederick	8459 W. Sunny Slopes	Worley, ID 83876
Maxine Frederick	8459 W. Sunny Slopes	Worley, ID 83876
Genevieve Leonard	8363 W. Sunny Slopes	Worley, ID 83876
David Leonard	8363 W. Sunny Slopes	Worley, ID 83876
Mike Hills	30102 S 2nd	Worley, ID 83876
Elaine Meredith	9718 G Street	Worley, ID 83876
Cleora Shewell	9823 I Street	Worley, ID 83876
William Shewell	9823 I Street	Worley, ID 83876
Lana Sifford	30102 S 2nd	Worley, ID 83876
Keith Gilbert	9719 G Street	Worley, ID 83876
Shannon Gilbert	9719 G Street	Worley, ID 83876
Patricia Nigh	9925 D Street	Worley, ID 83876
Aaron King	9817 E Street	Worley, ID 83876
Don Cash	S. 22360 Lakeshore Dr	Worley, ID 83876
Randy Holt	9722 G Street	Worley, ID 83876
Andrea Nelson	9916 H Street	Worley, ID 83876
Don Montague	9819 W. G Street	Worley, ID 83876
Crystal Way	9819 W. G Street	Worley, ID 83876
Don Hanson	9715 F Street	Worley, ID 83876
Larry Dershem	4809 W. Rolling Hills	Worley, ID 83876
Jackie Dershem	4809 Rolling Hills	Worley, ID 83876
Mary McCaffrey	5976 W. Conkling Rd	Worley, ID 83876
Ronald McCaffrey	5976 W. Conkling Rd	Worley, ID 83876
Dottie Brouse	5827 Conkling Rd	Worley, ID 83876
Arlene Jenneskens	5661 Sunny Slopes	Worley, ID 83876
Norma Slinkard	8469 W Sunny Slopes	Worley, ID 83876
Wilmet Frederick	8469 Sunny Slopes	Worley, ID 83876
Gerald Taylor	30200 S. 2 nd Street	Worley, ID 83876
Guenter Lange	30202 S. 3 rd Street	Worley, ID 83876
Kathy Jo Stewart	9821 K Street	Worley, ID 83876
Gerald Holt	9817 K Street	Worley, ID 83876
Sally Holt	9817 K Street	Worley, ID 83876
Delmas Brown	30101 S. 3 rd Street	Worley, ID 83876
Muriel Wilcox	9825 W. G Street	Worley, ID 83876

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

Brian Conley	9825 W. G Street	Worley, ID 83876
Gary Bell	6169 Sunny Slopes	Worley, ID 83876
Melissa Howard	2991 W. Conkling Rd	Worley, ID 83876
Kathy Burton	16641 Burton Rd	Worley, ID 83876
Margery Lagow	9817 F Street	Worley, ID 83876
Glen Meredith	47866 S. Highway 95	Worley, ID 83876
James Hanson	9916 W. H Street	Worley, ID 83876
Les Jackson	7077 W Cottonwood Rd	Worley, ID 83876
Gary Drechsel	S 24055 Drechsel Rd	Worley, ID 83876
Lucy Cash	22360 S. Lakeshore	Worley, ID 83876
Doyal Van Orman	12712 W. Sunmeadow Rd	Worley, ID 83876
Jackie Van Orman	12712 W. Sunmeadow Rd	Worley, ID 83876

APRIL 22, 2010

Appendix F



Save Our School Committee
P.O. Box 312
Worley, ID 83876

To: Plummer Worley Joint School District #44 Board of Trustees

We, as members of the "Save Our School" Committee, hereby submit this petition to the members of the District 44 School Board requesting your consideration for the purpose of de-consolidating the Worley portion of the Joint School District from the current District 44. This includes all of Zone 1, and those portions of Zones 2 and 3 located in Kootenai County.

We feel that there is sufficient reason to justify your careful consideration of this proposition based on the following points:

- 1) It is clearly obvious that members of the School Board and the current School Administration are intent on removing the Elementary School from Worley, and establishing it in the Plummer community. These continuing efforts have been very costly to the District, and continues to be a serious concern to the long standing members of the community.
- 2) For the past four to five years the Joint School District 44 has failed to bring the student educational achievements up to State standards. This Joint School District is one of 15 State Public School Districts in that category, and has repeatedly ranked near the bottom in the State.
- 3) Efforts to increase the educational opportunities of the students have centered around building new facilities which fails to directly address the actual educational needs of the students.
- 4) Each year more and more parents elect to either move their children to an adjoining district, or revert to home schooling. The best guess as to the number of students affected is approximately 160. This is a significant factor which has a three fold detrimental effect on District 44.
 - a) The per-capita loss of revenue from the State has a significant fiscal impact on the ability of the school to provide full educational services to the remaining students, and support the needs of the staff.
 - b) Those students who no longer attend class in the District are usually considered the stronger, more motivated learners. Without those children attending our school the efforts to bring the overall District Educational Achievement records up to State and Federal levels are increasingly difficult.
 - c) Parents who care about their children's education are the members of the populace who are active in the community and in the school efforts to enhance the learning process. They do this through PTA groups and booster activities. We lose those energies when the parents remove their children from our district, and no longer support the education programs.

5) Although the District School Board has been aware (ALSC report , 1997) of the need for numerous renovation efforts for the Elementary School no such effort has been expended to enact a Supplemental Bond to help effect those maintenance requirements which exceed the scope of the normal budget. The School District has allowed the Elementary School to substantially deteriorate, and it will now require extensive efforts to renovate the school. This portion of the community has repeatedly expressed it's support to help with the needed renovation, but the District has consistently ignored those offers, and is intent on building a new facility in Plummer. We, as members of the District, are firmly convinced that the school can be renovated for much less than the cost of a new facility, and much less than the estimated amount presented in the most recent ALSC evaluation.

If this request for de-consolidation is favorably addressed we intend to proceed with efforts to establish a Charter School on the existing Worley Elementary School site. In addition, it is our intent to proceed with the required renovation projects, and then continue to properly maintain the structure in a manner that will provide an adequate facility to meet the needs of the students.

There are numerous other factors which have an impact, and we would be more than willing to discuss these points at your convenience. We sincerely feel that the proposed de-consolidation would be beneficial to both groups.

Respectfully Submitted,
Members of "Save Our School" Committee

Submitted at 1/21/09 School Board Meeting

[illegible]

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

5) Although the District School Board has been aware (ALSC report, 1997) of the need for numerous renovation efforts for the Elementary School no such effort has been expended to enact a Supplemental Bond to help effect those maintenance requirements which exceed the scope of the normal budget. The School District has allowed the Elementary School to substantially deteriorate, and it will now require extensive efforts to renovate the school. This portion of the community has repeatedly expressed it's support to help with the needed renovation, but the District has consistently ignored those offers, and is intent on building a new facility in Plummer. We, as members of the District, are firmly convinced that the school can be renovated for much less than the cost of a new facility, and much less than the estimated amount presented in the most recent ALSC evaluation.

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Respectfully Submitted,
Members of "Save Our School" Committee

Member Name	Physical Address
Eunice Meredith	47846 South U.S. 95 P.O. Box 65 - Worley
Clair Meredith	9718 F St Worley ID 83876
Cheryl Willard	1097 W Conkling Rd Worley 83
Ronald Willard	1097 W Conkling Rd Worley 83
Sara Dunn Blackman	32020 S Bell Vista Rd Worley 83
John Christiansen	5805 W Sunnyside Rd Worley 83876
John Christiansen	5661 W. Sunnyside Rd Worley 83
John Christiansen	6469 W Sunny Slopes Rd Worley 83
John Christiansen	6190 W Sunny Slopes Rd Worley 83876
John Christiansen	8459 W Sunny Slopes Rd Worley 83876
William T. Christiansen	8459 W Sunny Slopes Rd Worley ID 83876
William T. Christiansen	8459 W Sunny Slopes Rd Worley ID 83876
BETTY FREDERICK	8459 W Sunny Slopes Rd Worley ID 83876
Clara Frederick	8459 W Sunny Slopes Rd Worley ID 83876
Don Hansen Jr.	9715 F St Worley Ida 83876
Patrick Jenkins	9715 F St Worley Ida 83876
Don Hansen	9723 F St Worley ID 83876
Don Hansen	30100 Chatchokite Road 83876

Submitted at 1/21/09 School Board Meeting

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

5) Although the District School Board has been aware (ALSC report, 1997) of the need for numerous renovation efforts for the Elementary School no such effort has been expended to enact a Supplemental Bond to help effect those maintenance requirements which exceed the scope of the normal budget. The School District has allowed the Elementary School to substantially deteriorate, and it will now require extensive efforts to renovate the school. This portion of the community has repeatedly expressed it's support to help with the needed renovation, but the District has consistently ignored those offers, and is intent on building a new facility in Plummer. We, as members of the District, are firmly convinced that the school can be renovated for much less than the cost of a new facility, and much less than the estimated amount presented in the most recent ALSC evaluation.

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Respectfully Submitted,
Members of "Save Our School" Committee

Member Name	Physical Address
Michael Shellen	27900 S. Cause Lane, Suite 100
Debbie J. Shumaker	9457 W. Circle, Worley, Id.
Joe Blomberg	945 W. Joe's Circle, Worley, Id.
David Shellen	27900 Cause Bay Rd, Worley
John & Linda	840 B St, Peoria, Illinois
John & Linda	9817 K St, Worley, Id 83876
John & Linda	9933 West E. Street Worley, ID 83876
Theresa K. Korman	1071 W Conkling Rd, Worley, ID 83876
George Shumaker	1071 W Conkling Rd, Worley, ID 83876
Mike Gardner	9925 W 1st
Red McConachie	30300 53rd Worley 83876
Paula McConachie	9925 W 1st Worley
Jan Carter	9925 W 1st Worley
Herb V. Hult	2K Street Worley
Chapman High	29601 3rd St. Worley
Ed. Shumaker	72794-MORONA, WORLEY
Theresa Shumaker	1337 W. Sunnyslopes Rd Worley
Michael Shumaker	918 F. Street, Worley

Submitted at 12/1/09 School Board Meeting

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

5) Although the District School Board has been aware (ALSC report , 1997) of the need for numerous renovation efforts for the Elementary School no such effort has been expended to enact a Supplemental Bond to help effect those maintenance requirements which exceed the scope of the normal budget. The School District has allowed the Elementary School to substantially deteriorate, and it will now require extensive efforts to renovate the school. This portion of the community has repeatedly expressed it's support to help with the needed renovation, but the District has consistently ignored those offers, and is intent on building a new facility in Plummer. We, as members of the District, are firmly convinced that the school can be renovated for much less than the cost of a new facility, and much less than the estimated amount presented in the most recent ALSC evaluation.

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Respectfully Submitted,
Members of "Save Our School" Committee

Member Name	Physical Address
Mike Hills	53010 2nd Worley Id
Bill Melnick	31638 William Worley Id
Keith Gilbert	W 9779 G ST Worley Id
Shannon E Gilbert	W 9719 G ST Worley Id
Melissa Howard	30585 S. Dittmore, Worley, ID
David Bernigian	333 D Plummer, ID
Paul Holt	Worley ID East 9722
Jim Hanson	9916 H ST Worley Id.
Andrea Nelson	9916 H ST Worley ID
Debbie Klemz	30103 S. 3rd Worley 83876
Kimberly Hansen	9723 E St Worley Id 83876
Tricia Cook	9922 W H St Worley Id 83876
Kenneth Brachman	9922 W H St Worley ID 83876
Terrey Wilson	390 East view Plummer ID.
Josh Terremas	9721 1st Worley ID 83876
Blanca Terremas	50302 1st Worley Id 83876
Stephen E. Brown	5827 W. Oakley Rd Worley
Theresa Brown	5827 W Oakley Rd Worley ID

Submitted at 1/21/09 School Board meeting

Submitted at 1/21/09 Sub. Board meeting

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5) Although the District School Board has been aware (ALSC report , 1997) of the need for numerous renovation efforts for the Elementary School no such effort has been expended to enact a Supplemental Bond to help effect those maintenance requirements which exceed the scope of the normal budget. The School District has allowed the Elementary School to substantially deteriorate, and it will now require extensive efforts to renovate the school. This portion of the community has repeatedly expressed it's support to help with the needed renovation, but the District has consistently ignored those offers, and is intent on building a new facility in Plummer. We, as members of the District, are firmly convinced that the school can be renovated for much less than the cost of a new facility, and much less than the estimated amount presented in the most recent ALSC evaluation.

There are numerous other factors which have an impact, and we would be more than willing to discuss these points at your convenience. We sincerely feel that the proposed de-consolidation would be beneficial to both groups.

Submitted at 12/1/09 School Board meeting

Physical Address

	Physical Address
DAVE SHARPE	12652 W SUN MEADOW WORKY, ID 83876
ED LONG	12506 W SUN MEADOW RD. WORKY, ID 83876
LAUREN WAGONER	12506 W Sunmeadow ID 83876
Lackie Van Orman	12712 W. Sunmeadow Rd, Worley ID 83876
Angela Van Orman	12712 W Sunmeadow Rd, Worley ID 83876

STATE DEPARTMENT OF EDUCATION
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5) Although the District School Board has been aware (ALSC report , 1997) of the need for numerous renovation efforts for the Elementary School no such effort has been expended to enact a Supplemental Bond to help effect those maintenance requirements which exceed the scope of the normal budget. The School District has allowed the Elementary School to substantially deteriorate, and it will now require extensive efforts to renovate the school. This portion of the community has repeatedly expressed it's support to help with the needed renovation, but the District has consistently ignored those offers, and is intent on building a new facility in Plummer. We, as members of the District, are firmly convinced that the school can be renovated for much less than the cost of a new facility, and much less than the estimated amount presented in the most recent ALSC evaluation.

If this request for de-consolidation is favorably addressed we intend to proceed with efforts to establish a Charter School on the existing Worley Elementary School site. In addition, it is our intent to proceed with the required renovation projects, and then continue to properly maintain the structure in a manner that will provide an adequate facility to meet the needs of the students.

There are numerous other factors which have an impact, and we would be more than willing to discuss these points at your convenience. We sincerely feel that the proposed de-consolidation would be beneficial to both groups.

Respectfully Submitted,
Members of "Save Our School" Committee

Member Name

Physical Address

Harry Voves

17911 W. Ness Rd Worley

Tina Voves

17911 W. Ness Rd Worley

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

SUBJECT

Correction of School District Boundaries in the Lakeland and West Bonner County Joint School Districts

REFERENCE

August 21, 2008

M/S (Luna/Agidius): To accept the findings and conclusions issued by the hearing officer and to approve the recommendation of the hearing officer to excise and annex property from West Bonner School District to Lakeland School District as proposed in the petition submitted by Chris Nunnallee. Motion carried unanimously.

April 17, 2008

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

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-307, Idaho Code

IDAPA 08.02.01.050, Rules Governing Uniformity

BACKGROUND/DISCUSSION

This matter comes before the Board pursuant to a petition filed by Lakeland Joint School District No. 132 ("Lakeland"). Lakeland's petition requests that the Board enter orders under Section 33-307, Idaho Code, to modify the Board's Orders of June 25, 2008 and October 28, 2008 to correct errors in legal descriptions regarding Lakeland's boundaries and those of West Bonner School District ("West Bonner"). These errors have resulted in the State Tax Commission being unable to provide for the parcels annexed by election into Lakeland to be appropriately scheduled and taxed for Lakeland's benefit. State Department of Education (SDE) staff has worked with Lakeland officials and its legal counsel regarding this matter. The SDE supports Lakeland's petition and requests that it be granted.

In 2008, the Board approved two petitions to annex and excise property from West Bonner into Lakeland. Subsequent to approval of each petition, elections were held and voters in the affected areas unanimously approved each annexation and excision. Both West Bonner and Lakeland have operated since the elections as though the boundary changes were in effect. Staff at the State Tax Commission has brought two problems to light which have impacted its ability to accept the boundary changes for taxing district purposes pursuant to Section 62-215, Idaho Code. First, regarding the Board's June 2008, boundary change, there was a discrepancy between the voter map and the written legal description. Both districts had intended that the formal legal description would correspond with the boundaries on the map; however, the written legal

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description could not be harmonized with the map. Second, there is a typographical error in the Board's October 2008 order wherein certain descriptions were referenced by "1/4" rather than "1/2" references.

The supporting materials presented herein by Lakeland include affidavits from Tom Taggart, Lakeland's Director of Business and Support Services, whose affidavit is accompanied by corrected legal description prepared by a registered land surveyor for all parcels of property which were involved in both elections, and by Larry Brown, who is chairman of Lakeland's Board of Trustees.

Section 33-307(1), Idaho Code, permits the Board to find that school district boundaries "should be corrected or altered, because of error in the legal description of the boundaries, or for any other reason, including, but not limited to: an area of the state being including in more than one school district; or "[t]he approval in any school election involving the excision and annexation of territory." If the Board makes the requisite finding under the statute, then the Superintendent of Public Instruction is charged with making "an appropriate order . . . correcting or altering the boundaries of the districts, in such manner, as in his judgment, is just and proper." The Superintendent's order is to be sent by the SDE "to the board of trustees of any school district affected by the order, which shall notify the state tax commission and the county assessor and county recorder in accordance with the provisions of section 63-215, Idaho Code.

ATTACHMENTS

Attachment 1 – Petition for Modification	Page 3
Attachment 2 – Affidavit of Larry Brown	Page 7
Attachment 3 – Affidavit of Tom Taggart	Page 9
Attachment 4 – Corrected Legal Descriptions	Page 13

BOARD ACTION

A motion to approve the correction of the boundary legal description between the West Bonner County Joint School District to the Lakeland School District.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

CHARLES M. DODSON
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene ID 83814
(208) 664-1577
Facsimile (208) 666-9211
ISB #2134

BEFORE THE STATE BOARD OF EDUCATION

IN RE: BOUNDARY CHANGE
BETWEEN WEST BONNER COUNTY
JOINT SCHOOL DISTRICT NO. 83
AND
LAKELAND JOINT SCHOOL DISTRICT NO. 272

PETITION FOR MODIFICATION
OF ORDERS OF THE STATE
BOARD OF EDUCATION DATED
JUNE 25, 2008 AND OCTOBER
28, 2008 PURSUANT TO
IDAHO CODE 33-307

COMES NOW, LAKELAND JOINT SCHOOL DISTRICT NO. 272, and Petitions the State Board of Education to modify its Orders entered in the cases of West Bonner County School District No. 83 and Lakeland Joint School District No. 272 as such Orders were entered into by the Board on the 25th day of June, 2008 and the 28th day of October, 2008, specifically requesting an Order modifying both Orders jointly, Nunc Pro Tunc to the date of said Orders, upon the grounds and for the reasons that the original Petitions which culminated in the Orders of the State Board of Education were properly formulated, save for appropriate and accurate legal descriptions of the property to be annexed to Lakeland Joint School District No. 272 and excised from West Bonner County School District No. 83, that all of the procedures as provided for by Idaho Code 33-308 as it existed through

1-PETITION FOR MODIFICATION OF ORDERS OF THE STATE BOARD OF EDUCATION


**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

and inclusive of 2008 were complied with by Petitioners, Lakeland Joint School District No. 272, and West Bonner County School District No. 83 which includes without limitation:

A. The appropriate filing of Petitions with each school district, bearing the appropriate names and addresses of the Petitioners and erroneous legal description on each Petition; accurate maps showing the boundaries of the district as they then appeared and as they would appear upon excision and annexation; the appropriate names of the districts affected; a description of the reasons for which the Petitions were submitted; an estimated number of children residing within each area petitioned; that the Board of Trustees of each school district transmitted their position statement to the State Department of Education; the State Department of Education in each case subsequently approved the proposal (after extensive public hearings as reflected by the record); that thereafter appropriate elections were held and each election for each annexation the vote was one hundred percent (100%) affirmative and no negative votes; and further there was no confusion by the patrons or the districts involved regarding what properties were to be annexed to Lakeland Joint School District No. 272 and excised from West Bonner County School District No. 83.

It is further requested that the State Board of Education pursuant to Idaho Code 33-307(1) because of the error in legal description, find that the school district boundary should be corrected and that the State Board issue an Order amending its previous two Orders as hereinabove referenced to set forth the total land mass legal description as set forth on the Affidavit of Tom Taggart in support hereof.

RESPECTIVELY SUBMITTED this 18 day of March, 2010.


CHARLES M. DODSON
GENERAL COUNSEL FOR
LAKELAND JOINT SCHOOL DISTRICT NO. 272

cc: Dr. Mary Ann Ranells, Superintendent
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum, Idaho 83858

2-PETITION FOR MODIFICATION OF ORDERS OF THE STATE BOARD OF EDUCATION

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

Mike McGuire, Superintendent
West Bonner School District No. 83
221 Main Street
Priest River ID 83856

3-PETITION FOR MODIFICATION OF ORDERS OF THE STATE BOARD OF EDUCATION

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STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

CHARLES M. DODSON
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene ID 83814
(208) 664-1577
Facsimile (208) 666-9211
ISB #2134

BEFORE THE STATE BOARD OF EDUCATION

IN RE: BOUNDARY CHANGE
BETWEEN WEST BONNER COUNTY
JOINT SCHOOL DISTRICT NO. 83
AND
LAKELAND JOINT SCHOOL DISTRICT NO. 272

AFFIDAVIT OF LARRY BROWN

STATE OF IDAHO)
) ss.
County of Kootenai)

LARRY BROWN, being first duly sworn on oath deposes and states as follows:

1. That Affiant makes this Affidavit on the basis of his own personal information, belief and knowledge, and facts to which he could testify if called to do so in an administrative proceeding or a court of law.

2. That at the time of the annexations which are referenced in the above caption, I served as a Board Member for Lakeland Joint School District No. 272, and currently serve as the Chairman of the Board of Trustees of Lakeland Joint School District No. 272. That based upon my


I-AFFIDAVIT OF LARRY BROWN

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

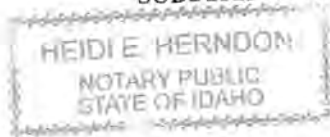
participation as a Board Member in both annexation proceedings all parties concerned were more intent on the maps describing the areas to be annexed/excised, as opposed to the legal descriptions; there did not appear to be any confusion by all the participants as to the land mass described on the maps; that it is my understanding that the vote in both elections was one hundred percent (100%) affirmative; and that it did not appear that there was any confusion by patrons or the districts (noting I can speak only for Lakeland Joint School District No. 272).

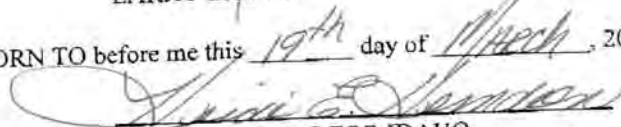
3. That I have been reasonably informed that the Idaho State Tax Commission requires a corrected Order from the State Board of Education prior to advising Bonner County to provide for the parcels annexed into Lakeland Joint School District No. 272 to be appropriately scheduled and taxed according to the tax assessment for the benefit of Lakeland Joint School District No. 272.

FURTHER AFFIANT SAITH NOT.


LARRY BROWN

SUBSCRIBED AND SWORN TO before me this 19th day of March, 2010.




NOTARY PUBLIC FOR IDAHO
RESIDING AT: Post Falls, ID
MY COMMISSION EXPIRES: 7-18-12

I hereby certify that on the 19 day of
March, 2010
a true and correct copy of the foregoing was:
mailed, postage prepaid:

to:
Dr. Mary Ann Ranells, Superintendent
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum ID 83858

Mike McGuire, Superintendent
West Bonner County School District No. 83
221 Main Street
Priest River ID 83856


CHARLES M. DODSON, ATTORNEY AT LAW

2-AFFIDAVIT OF LARRY BROWN

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

CHARLES M. DODSON
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene ID 83814
(208) 664-1577
Facsimile (208) 666-9211
ISB #2134

BEFORE THE STATE BOARD OF EDUCATION

IN RE: BOUNDARY CHANGE
BETWEEN WEST BONNER COUNTY
JOINT SCHOOL DISTRICT NO. 83
AND
LAKELAND JOINT SCHOOL DISTRICT NO. 272

AFFIDAVIT OF TOM TAGGART

STATE OF IDAHO)
) ss.
County of Kootenai)

TOM TAGGART, being first duly sworn on oath deposes and states as follows:

1. That Affiant makes this Affidavit on the basis of his own personal information, belief and knowledge, and facts to which he could testify if called to do so in an administrative proceeding or a court of law.

2. That at the time of the annexation requests addressed by the State Board's Order of June 25, and October 28, 2008, Affiant served as Director of Business and Support Services for Lakeland Joint School District No. 272, and continues in service in said position at the time of making this

1-AFFIDAVIT OF TOM TAGGART

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**STATE DEPARTMENT OF EDUCATION
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Affidavit and is therefore familiar with the records and files of the school district, including actively participating on behalf of the administration in both annexations/excision proceedings;

3. That Affiant attended the public hearings held in both annexation/excision proceedings, which were well attended by the public, that the maps attached to each Petition were the basis for the determination of what properties were to be annexed and excised (most lay persons do not understand how to read legal descriptions), that pursuant to my observations of the attendance at those public hearings it did not appear there was any confusion regarding what property was going to be annexed or excised based upon the maps;

4. That the vote in both elections held pursuant to the annexations/excisions above referenced was one hundred percent (100%) affirmative with no negative votes.

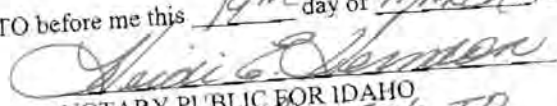
5. That Affiant, upon receiving notice from Bonner County Mapping Department that the property had not been entered into the tax rolls for the benefit of Lakeland Joint School District No. 272 (because the legal descriptions were in error) inquired of Bruce Anderson a Registered Land Surveyor in the State of Idaho No. 969, from which and appropriate legal description was created, a true and correct copy of which is attached hereto as Exhibit "A" (which legal description encompasses all parcels of property in both annexations by appropriate legal description based upon the maps).

6. That said legal descriptions (Exhibit "A") have been provided to the Bonner County Mapping Department, and there has been no objection thereto.

FURTHER AFFIANT SAITH NOT.

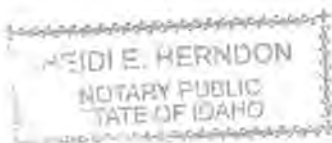

TOM TAGGART

SUBSCRIBED AND SWORN TO before me this 19th day of March, 2010.


NOTARY PUBLIC FOR IDAHO

RESIDING AT: Post Falls, ID

MY COMMISSION EXPIRES: 7-18-12




2-AFFIDAVIT OF TOM TAGGART

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

I hereby certify that on the 19th day of
March, 2010
a true and correct copy of the foregoing was:
mailed, postage prepaid:

to:
Dr. Mary Ann Ranells, Superintendent
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum ID 83858

Mike McGuire, Superintendent
West Bonner County School District No. 83
221 Main Street
Priest River, Idaho 83856


CHARLES M. DODSON
ATTORNEY AT LAW

3-AFFIDAVIT OF TOM TAGGART

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**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

EXHIBIT A
Corrected Legal Descriptions
of June 25, 2008 & October 27, 2008

That the following property be excised from West Bonner County School District No. 83 and annexed to Lakeland Joint School District No. 272:

All of those parcels of land located in Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho as follows:

1. Section 29: All those parcels of land located in Section 29 described as follows:
The south one-half;
The south one-half of the southeast quarter of the northeast quarter;
The southwest quarter of the northeast quarter;
The south one-half of the northwest quarter;
The south one-half of the south one-half of the northwest quarter of the northwest quarter;
2. Section 30: All those parcels of land located in the northeast quarter of Section 30, EXCEPT the north one-half of the north one-half of said Northeast quarter;
3. Section 31: All those parcels of land located in the east one-half of said section lying east of Idaho State Highway 41 and southeasterly of Spirit Lake Cutoff Road; together with the south one-half of the south one-half of the southeast quarter.
4. Section 32: All those parcels lying within Section 32.



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STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

SUBJECT

Idaho Content Standards for Science

REFERENCE

February 22-23, 2006 M/S (Hall/Stone): To approve the temporary rule that incorporates by reference the Idaho Achievement Standards for Language Arts, Mathematics, Science, Social Studies, Health, Physical Education, Humanities and the Idaho Alternative Standards. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1612, Idaho Code
IDAPA 08.02.03.004, Rules Governing Thoroughness
IDAPA 08.02.03.128.01, Curricular Materials Selection

BACKGROUND/DISCUSSION

The Idaho Content Standards for Science are due for revision as part of the six year curricular materials adoption cycle. Idaho Curricular Materials Adoption Process provides review and evaluation of new curricular materials for science in 2011.

There were no changes made to the Idaho Content Standards for Science. The science standards, goals, and objectives were reviewed by a committee of teachers, higher education, and administrators. Since no changes were suggested by the committee, the standards remain aligned to the state assessment (ISAT) as mandated by NCLB.

The current Idaho Content Standards for Science are posted on the Board of Education website (as referenced in IDAPA 08.02.03.004) for grades K-12.

ATTACHMENTS

Attachment 1 – Idaho Content Standards for Science

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

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

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**IDAHO CONTENT STANDARDS
KINDERGARTEN
SCIENCE**

Standard 1: Nature of Science

Students explore the process of scientific investigation through observations and collection of data over time. Students follow instructions and work with others.

Goal 1.1: Understand Systems, Order, and Organization

No objectives at this grade level.

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanations

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.1.2.1 Make observations and collect data. (528.01.a)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.1.3.1 Measure in non-standard units. (528.02.b)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.1.4.1 Apply the concepts of yesterday, today, and tomorrow. (528.03.a)

Goal 1.5: Understand Concepts of Form and Function

No objectives at this grade level.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.1.6.1 Make observations. (529.01.a)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.1.7.1 Use cooperation and interaction skills. (538.01.a)

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.1.8.1 Follow instructions. (538.02.a)

Standard 2: Physical Science

Students use their senses to investigate the organizational patterns in the world around them and describe a variety of objects.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.2.1.1 Use senses to describe matter. ([530.01.a](#))

Goal 2.2: Understand Concepts of Motion and Forces

No objectives at this grade level.

Goal 2.3: Understand the Total Energy in the Universe is Constant

No objectives at this grade level.

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students observe plants and animals and describe their characteristics.

Goal 3.1: Understand the Theory of Biological Evolution

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.3.1.1 Observe and describe the characteristics of plants and animals. ([532.01.a](#))

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Kindergarten, the student will be able to:

K.S.3.2.1 Describe the difference between living and non-living things. ([533.01.a](#))

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

No objectives at this grade level.

Standard 4: Earth and Space Systems

Students make and describe observations of seasonal changes.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Kindergarten, the student will be able to:

- K.S.4.1.1 Name the four seasons. (534.01.a)
- K.S.4.1.2 Place the four seasons in order. (534.01.a)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

No objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students describe local environments

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Kindergarten, the student will be able to:

- K.S.5.1.1 Describe characteristics of a man-made environment (home, school...). (536.01.a)

Goal 5.2: Understand the Relationship between Science and Technology

No objectives at this grade level.

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

No objectives at this grade level.

**IDAHO CONTENT STANDARDS
GRADE 1
SCIENCE**

Standard 1: Nature of Science

Students explore the process of scientific investigation through observations and data collection, using standard and non-standard units of measurement. Students follow multi-step instructions and work with others.

Goal 1.1: Understand Systems, Order, and Organization

No objectives at this grade level.

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanations

Objective(s): By the end of Grade 1, the student will be able to:

1.S.1.2.1 Make observations, collect data, and use data. (543.01.a)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 1, the student will be able to:

1.S.1.3.1 Measure in both standard and non-standard units. (543.02.b)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

Objective(s): By the end of Grade 1, the student will be able to:

1.S.1.4.1 Explain the concepts of past, present, and future. (543.03.a)

Goal 1.5: Understand Concepts of Form and Function

No objectives at this grade level.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 1, the student will be able to:

1.S.1.6.1 Make and record observations. (544.01.a)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

Objective(s): By the end of Grade 1, the student will be able to:

1.S.1.7.1 Demonstrate cooperation and interaction skills. (553.01.a)

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 1, the student will be able to:

1.S.1.8.1 Follow multi-step instructions. (553.02.a)

Standard 2: Physical Science

Students describe properties of common objects and how movement is a change of position.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Grade 1, the student will be able to:

- 1.S.2.1.1 Describe properties of objects. (545.01.a)

Goal 2.2: Understand Concepts of Motion and Forces

Objective(s): By the end of Grade 1, the student will be able to:

- 1.S.2.2.1 Describe the position and motion of objects. (ex. revolve, rotate, at rest, float, and fall) (545.02.a)

Goal 2.3: Understand the Total Energy in the Universe is Constant

No objectives at this grade level.

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students describe the life cycles of living things and how they survive in their environment.

Goal 3.1: Understand the Theory of Biological Evolution

Objective(s): By the end of Grade 1, the student will be able to:

- 1.S.3.1.1 Describe the life cycle of a plant (seed, growth, reproduction, death). (547.01.a)
1.S.3.1.2 Describe the life cycle of an animal (birth, development, reproduction, death). (547.01.a)

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Grade 1, the student will be able to:

- 1.S.3.2.1 State that living things need food to survive. (548.01.a)

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

No objectives at this grade level.

Standard 4: Earth and Space Systems

Students describe characteristics for each season and the cycle of the seasons.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Grade 1, the student will be able to:

- 1.S.4.1.1 Identify the four seasons and their characteristics for a local region. ([549.01.a](#))

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

No objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students describe characteristics of the local environment.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Grade 1, the student will be able to:

- 1.S.5.1.1 Identify the characteristics of local natural environments. (playground, backyard). ([551.01.a](#))

Goal 5.2: Understand the Relationship between Science and Technology

No objectives at this grade level.

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

No objectives at this grade level.

**IDAHO CONTENT STANDARDS
GRADE 2
SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students identify questions that can be answered through observation, collection, recording, and analysis of data. Students explain that the shape of an item is determined by its function. Students follow multi-step instructions, work cooperatively and use communication skills.

Goal 1.1: Understand Systems, Order, and Organization

No objectives at this grade level.

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanations

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.2.1 Make observations, record and interpret data. [\(558.01.a\)](#)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.3.1 Measure in standard and non-standard units. [\(558.01.b\)](#)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.4.1 Apply the concepts of past, present, and future. [\(558.03.a\)](#)

Goal 1.5: Understand Concepts of Form and Function

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.5.1 Identify shape and use of objects. [\(558.04.a\)](#)

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.6.1 Identify questions to be investigated. [\(559.01.a\)](#)

2.S.1.6.2 Make observations. [\(559.01.b\)](#)

2.S.1.6.3 Analyze information and evidence. [\(559.01.d\)](#)

2.S.1.6.4 Communicate observations. [\(559.01.f\)](#)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.7.1 Practice cooperation and interaction skills. ([568.01.a](#))

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 2, the student will be able to:

2.S.1.8.1 Follow multi-step instructions. ([568.02.a](#))

Standard 2: Physical Science

Students describe objects by their properties and explain the affect motion has on an object.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Grade 2, the student will be able to:

2.S.2.1.1 List properties of an object. ([560.01.a](#))

Goal 2.2: Understand Concepts of Motion and Forces

Objective(s): By the end of Grade 2, the student will be able to:

2.S.2.2.1 Explain how force affects the position and motion of objects. ([560.01.a](#))

Goal 2.3: Understand the Total Energy in the Universe is Constant

No objectives at this grade level.

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students list the basic needs of animals.

Goal 3.1: Understand the Theory of Biological Evolution

No objectives at this grade level.

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Grade 2, the student will be able to:

- 2.S.3.2.1 Identify four basic needs of all living things (food, shelter, water, space). [\(563.01.a\)](#)
- 2.S.3.2.2 Discuss how animals are suited to live in different habitats. [\(547.01.b\)](#)

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

No objectives at this grade level.

Standard 4: Earth and Space Systems

Students describe weather conditions.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Grade 2, the student will be able to:

- 2.S.4.1.1 Describe the characteristics of different weather conditions. [\(564.01.b\)](#)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

No objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students compare man-made and natural environments. Students identify scientific tools.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Grade 2, the student will be able to:

- 2.S.5.1.1 Compare and contrast man-made and natural environments. [\(566.01.a\)](#)

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Grade 2, the student will be able to:

- 2.S.5.2.1 Identify tools people have invented for everyday life and for scientific investigations. [\(565.01.b\)](#)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

No objectives at this grade level.

**IDAHO CONTENT STANDARDS
GRADE 3
SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students apply scientific methods to conduct experiments. Students read and give multi-step instructions.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.1.1.1 Label the parts of a system. (573.01.a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanations

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.1.2.1 Make observations, collect data and evaluate it. (573.02.a)
- 3.S.1.2.2 Replicate and/or use models. (573.02.b)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.1.3.1 Measure changes that occur. (573.03.b)
- 3.S.1.3.2 Measure in both U.S. Customary and International System of Measurement (metric system) units. (573.03.c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives at this grade level.

Goal 1.5: Understand Concepts of Form and Function

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.1.5.1 Describe the relationship between shape and use. (573.05.a)

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.1.6.1 Identify questions that can be answered by conducting scientific tests. (574.01.a)
- 3.S.1.6.2 Conduct scientific tests (574.01.b)
- 3.S.1.6.3 Use appropriate tools and techniques to gather and display data. (574.01.c)
- 3.S.1.6.4 Use data to construct a reasonable explanation. (574.01.d)
- 3.S.1.6.5 Make simple predictions based on data. (574.01.e)
- 3.S.1.6.6 Identify logical alternative explanations. (574.01.f)

3.S.1.6.7 Communicate the results of tests to others. [\(574.01.g\)](#)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives at this grade level.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 3, the student will be able to:

3.S.1.8.1 Read and give multi-step instructions. [\(583.02.a\)](#)

Standard 2: Physical Science

Students use scientific instruments to describe the physical properties of the three states of matter.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Grade 3, the student will be able to:

3.S.2.1.1 Use instruments to measure properties. [\(575.01.a\)](#)

3.S.2.1.2 Identify the physical properties of solids, liquids, and gases. [\(575.01.b\)](#)

3.S.2.1.3 Explain that heating and cooling can cause changes of state in common materials. [\(575.01.c\)](#)

Goal 2.2: Understand Concepts of Motion and Forces

No objectives at this grade level.

Goal 2.3: Understand the Total Energy in the Universe is Constant

3.S.2.3.1 Identify potential and kinetic energy. [\(590.03.a\)](#)

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students explore the diversity of plants and animals in their environments. Students demonstrate an understanding of food webs.

Goal 3.1: Understand the Theory of Biological Evolution

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.3.1.1 Describe the adaptations of plants and animals to their environment. (577.01.a)

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.3.2.1 Describe the energy needed for living systems to survive. (578.01.a)
- 3.S.3.2.2 Compare and contrast the energy requirements of plants and animals. (593.01.a)
- 3.S.3.2.3 Label a food chain that shows how organisms cooperate and compete in an ecosystem. (578.01.b)
- 3.S.3.2.4 Diagram the food web and explain how organisms both cooperate and compete in ecosystems. (593.01.b)

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

No objectives at this grade level.

Standard 4: Earth and Space Systems

Students explore the relationship between the sun and Earth.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.4.1.1 Explain the reasons for length of a day, the seasons, and the year on Earth. (594.01.a)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

No objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students identify local environmental issues. Students identify the relationship of tools to scientific investigation.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.5.1.1 Identify local environmental issues. (581.01.a)

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Grade 3, the student will be able to:

- 3.S.5.2.1 Describe how technology helps develop tools. (580.01.a)

3.S.5.2.2 Describe the development of tools over time. [\(580.01.b\)](#)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Grade 3, the student will be able to:

3.S.5.3.1 Explain the concept of recycling. [\(581.03.a\)](#)

**IDAHO CONTENT STANDARDS
GRADE 4
SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students apply scientific methods to conduct experiments, analyze alternative explanations and communicate results of tests. Students analyze and follow multi-step instructions.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.1.1.1 Explain that a system consists of an organized group of related objects that form a whole. (588.01.a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanations

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.1.2.1 Make and record observations then analyze and communicate the collected data. (588.02.a)
- 4.S.1.2.2 Define observations and inferences. (588.02.b)
- 4.S.1.2.3 Make, describe and/or use models. (588.02.c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.1.3.1 Describe how changes occur and can be measured. (588.03.b)
- 4.S.1.3.2 Measure in both U.S. Customary and International System of Measurement (metric system) units. (588.03.c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives at this grade level.

Goal 1.5: Understand Concepts of Form and Function

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.1.5.1 Explain the relationship between shape and use. (588.05.a)

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.1.6.1 Write questions that can be answered by conducting scientific tests. (589.01.a)
- 4.S.1.6.2 Conduct scientific tests. (589.01.b)
- 4.S.1.6.3 Use appropriate tools and techniques to gather and display data. (589.01.c)

- 4.S.1.6.4 Use data to construct a reasonable explanation. (589.01.d)
- 4.S.1.6.5 Make predictions based on data. (589.01.e)
- 4.S.1.6.6 Analyze alternative explanations. (589.01.f)
- 4.S.1.6.7 Communicate the results of tests to others in multiple formats. (589.01.g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives at this grade level.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.1.8.1 Analyze and follow multi-step instructions. (598.02.a)

Standard 2: Physical Science

Students use scientific instruments to describe and measure the properties of the three states of matter.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.2.1.1 Use instruments to measure properties (590.01.a)
- 4.S.2.1.2 Describe the physical properties of solids, liquids, and gases. (590.01.b)
- 4.S.2.1.3 Explain the changes caused by heating and cooling materials. (590.01.c)

Goal 2.2: Understand Concepts of Motion and Forces

No objectives at this grade level.

Goal 2.3: Understand the Total Energy in the Universe is Constant

No objectives at this grade level.

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students analyze how plants and animals adapt to their environments. Students classify vertebrates.

Goal 3.1: Understand the Theory of Biological Evolution

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.3.1.1 Analyze and communicate the adaptations of plants and animals to their environment. (592.01.a)
- 4.S.3.1.2 Describe the difference between vertebrate and invertebrate animals. (592.01.c)
- 4.S.3.1.3 Classify the five groups of vertebrates (mammal, reptiles, amphibians, birds, and fish) based on characteristics. (592.01.c)

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

No objectives at this grade level.

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

No objectives at this grade level.

Standard 4: Earth and Space Systems

Students investigate the basic contents of our solar system.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.4.1.1 Compare and contrast the basic components of our solar system (planets, sun, moon, asteroids, comets, meteors). (594.01.b)
- 4.S.4.1.2 Explain the effect of gravity on orbits and objects. (594.01.c)
- 4.S.4.1.3 Explain the effect of moon's gravity on Earth's tides. (594.01.c)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

No objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students explain how people have invented tools to meet a need or do a job.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

No objectives at this grade level.

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Grade 4, the student will be able to:

- 4.S.5.2.1 Identify tools used for space exploration and for scientific investigations. (595.01.b)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

No objectives at this grade level.

**IDAHO CONTENT STANDARDS
GRADE 5
SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students identify the components of a system and explain their relationship to the whole.
Students read, execute, and give technical instructions.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.1.1.1 Compare and contrast different systems. (603.01.a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.1.2.1 Use observations and data as evidence on which to base scientific explanations and predictions. (603.02a)
- 5.S.1.2.2 Explain the difference between observation and inference. (603.02.b)
- 5.S.1.2.3 Use models to explain or demonstrate a concept. (603.02.c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.1.3.1 Analyze changes that occur in and among systems. (603.03.b)
- 5.S.1.3.2 Measure in both U.S. Customary and International System of Measurement (metric system) units with an emphasis on the metric system. (603.03.c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives at this grade level.

Goal 1.5: Understand Concepts of Form and Function

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.1.5.1 Explain how the shape or form of an object or system is frequently related to its use or function. (603.05.a)

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.1.6.1 Write and analyze questions that can be answered by conducting scientific experiments. (604.01.a)
- 5.S.1.6.2 Conduct scientific investigations using a control and a variable. (604.01.b)

- 5.S.1.6.3 Select and use appropriate tools and techniques to gather and display data. (604.01.c)
- 5.S.1.6.4 Use evidence to analyze descriptions, explanations, predictions, and models. (604.01.d)
- 5.S.1.6.5 State a hypothesis based on observations. (604.01.e)
- 5.S.1.6.6 Compare alternative explanations and predictions. (604.01.f)
- 5.S.1.6.7 Communicate scientific procedures and explanations. (604.01.g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives at this grade level.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.1.8.1 Read and follow technical instructions. (613.02.a)

Standard 2: Physical Science

Students explain the difference between an element, a mixture, and a compound.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.2.1.1 Describe the differences among elements, compounds, and mixtures. (605.01.a)
- 5.S.2.1.2 Compare the physical differences among solids, liquids, and gases. (605.01.c)
- 5.S.2.1.3 Explain the nature of physical change and how it relates to physical properties. (605.01.d)

Goal 2.2: Understand Concepts of Motion and Forces

No objectives at this grade level.

Goal 2.3: Understand the Total Energy in the Universe is Constant

No objectives at this grade level.

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students explain the differences between plant and animal cells. Students understand that plants convert energy. Students know that traits are passed from parents to offspring.

Goal 3.1: Understand the Theory of Biological Evolution

No objectives at this grade level.

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.3.2.1 Communicate how plants convert energy from the sun through photosynthesis. (608.01.a)

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.3.3.1 Compare and contrast the structural differences between plant and animal cells. (606.01.b)
- 5.S.3.3.2 Explain the concept that traits are passed from parents to offspring. (606.01.c)

Standard 4: Earth and Space Systems

Students describe the dynamic changes that occur on Earth.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.4.1.1 Describe the interactions among the solid earth, oceans and atmosphere (erosion, climate, tectonics and continental drift). (609.01.a)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.4.2.1 Explain the rock cycle and identify the three classifications of rocks. (609.02.a)

Standard 5: Personal and Social Perspectives; Technology

Students use the scientific method to identify environmental issues.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.5.1.1 Identify issues for environmental studies. (611.01.a)

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.5.2.1 Describe how science and technology are part of a student's life. (610.01.a)
- 5.S.5.2.2 List examples of science and technology. (610.01.b)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Grade 5, the student will be able to:

- 5.S.5.3.1 Identify the differences between renewable and nonrenewable resources. (611.03.a)

**IDAHO CONTENT STANDARDS
GRADE 6
SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students gather evidence to differentiate between predictions, observations, and inferences.
Students read, give, and execute technical instructions.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.1.1.1 Analyze different systems. (618.01.a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.1.2.1 Explain how observations and data are used as evidence on which to base scientific explanations and predictions. (618.02.a)
- 6.S.1.2.2 Use observations to make inferences. (618.02.b)
- 6.S.1.2.3 Use models to explain or demonstrate a concept. (618.02.c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.1.3.1 Analyze changes that occur in and among systems. (618.03.b)
- 6.S.1.3.2 Measure in both U.S. Customary and International System of Measurement (metric system) units with an emphasis on the metric system. (618.03.c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives at this grade level.

Goal 1.5: Understand Concepts of Form and Function

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.1.5.1 Analyze how the shape or form of an object or system is frequently related to its use and/or function. (618.05.a)

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.1.6.1 Write and analyze questions that can be answered by conducting scientific experiments. (619.02.a)

- 6.S.1.6.2 Conduct scientific investigations using a control and variables. Repeat same experiment using alternate variables. (619.02.b)
- 6.S.1.6.3 Select and use appropriate tools and techniques to gather and display data. (619.02.c)
- 6.S.1.6.4 Use evidence to analyze data in order to develop descriptions, explanations, predictions, and models. (619.2.d)
- 6.S.1.6.5 Test a hypothesis based on observations. (619.02.e)
- 6.S.1.6.6 Communicate scientific procedures and explanations. (619.02.g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives at this grade level.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.1.8.1 Read, give, and execute technical instructions. (628.01a)

Standard 2: Physical Science

Students compare and contrast elements, compounds and mixtures. Students explore the effects of force and energy on objects.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.2.1.1 Compare and contrast the differences among elements, compounds and mixtures. (620.01.a)
- 6.S.2.1.2 Define the properties of matter. (620.01.b)
- 6.S.2.1.3 Compare densities of equal volumes of a solid, a liquid, or a gas. (619.01.c)
- 6.S.2.1.4 Describe the effect of temperature on density. (620.01.c)
- 6.S.2.1.5 Explain the nature of physical change and how it relates to physical properties (the distance between molecules as water changes from ice to liquid water, and to water vapor). (620.01.d)

Goal 2.2: Understand Concepts of Motion and Forces

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.2.2.1 Describe the effects of different forces (gravity and friction) on the movement, speed, and direction of an object. (620.03.d)

Goal 2.3: Understand the Total Energy in the Universe is Constant

No objectives at this grade level.

Goal 2.4: Understand the Structure of Atoms

No objectives at this grade level.

Goal 2.5: Understand Chemical Reactions

No objectives at this grade level.

Standard 3: Biology

Students understand the building blocks of organisms.

Goal 3.1: Understand the Theory of Biological Evolution

No objectives at this grade level.

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

No objectives at this grade level.

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.3.3.1 Identify the different structural levels of which an organism is comprised (cells, tissues, organs, organ systems, and organisms). (621.01.a)
- 6.S.3.3.2 Analyze the structural differences between plant and animal cells. (621.01.b)
- 6.S.3.3.3 Describe how traits are passed from parents to offspring. (621.01.c)

Standard 4: Earth and Space Systems

Students understand and explain the relationship among the systems on Earth, such as solid earth, oceans, atmosphere, and organisms.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.4.1.1 Explain the interactions among the solid earth, oceans, atmosphere, and organisms. (624.01.a)
- 6.S.4.1.2 Explain the water cycle and its relationship to weather and climate. (624.01.b)
- 6.S.4.1.3 Identify cumulus, cirrus, and stratus clouds and how they relate to weather changes. (624.01.c)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

No objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students identify issues for environmental studies and understand the difference between renewable and nonrenewable resources.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.5.1.1 Identify issues for environmental studies. [\(626.01.a\)](#)

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.5.2.1 Describe how science and technology are part of our society. [\(625.01.a\)](#)
- 6.S.5.2.2 Describe how science and technology are interrelated. [\(625.01.b\)](#)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Grade 6, the student will be able to:

- 6.S.5.3.1 Explain the difference between renewable and nonrenewable resources. [\(626.03.a\)](#)

**IDAHO CONTENT STANDARDS
GRADE 7
SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students carry out investigations over time using appropriate tools and equipment. Students make inferences based upon data they collect. Students accurately communicate the results of their investigations and observations. Students support or revise their conclusions by critically analyzing alternate explanations. Students carry out investigations following written lab procedures. Students follow safety protocols in carrying out investigations.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Grade 7 the student will be able to:

- 7.S.1.1.1 Define small systems as a part of a whole system. (633.01.a)
- 7.S.1.1.2 Determine how small systems contribute to the function of the whole. (633.01.a)
- 7.S.1.1.3 Identify the different structural levels of an organism (cells, tissues, organs, and organ systems). (633.01.b)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.1.2.1 Describe how observations and data are evidence on which to base scientific explanations and predictions. (633.02.a)
- 7.S.1.2.2 Use observations to make defensible inferences. (633.02.b)
- 7.S.1.2.3 Use models to explain or demonstrate a concept. (633.02.c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.1.3.1 Identify concepts of science that have been stable over time. (633.03.a)
- 7.S.1.3.2 Recognize changes that occur within systems. (633.03.b)
- 7.S.1.3.3 Make metric measurements using appropriate tools. (633.03.c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

Reference to objective 7.S.3.2.1

Goal 1.5: Understand Concepts of Form and Function

No objectives at this grade level.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.1.6.1 Identify controls and variables used in scientific investigations. (634.01.b)
- 7.S.1.6.2 Use appropriate tools and techniques to gather and display data. (634.01c)
- 7.S.1.6.3 Evaluate data in order to form conclusions. (634.01.d)
- 7.S.1.6.4 Use evidence and critical thinking to accept or reject a hypothesis. (634.01.e)
- 7.S.1.6.5 Evaluate alternative explanations or predictions. (634.01.f)
- 7.S.1.6.6 Communicate and defend scientific procedures and explanations. (634.01.g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives at this grade level.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.1.8.1 Read and evaluate technical instructions. (643.02.a)

Standard 2: Physical Science

No goals or objectives at this grade level.

Standard 3: Biology

Students state the levels of cellular organization and list cell parts and their respective functions. Students explain how traits are passed from one generation to another. Students differentiate between plant and animals cells by identifying the characteristic parts of each. Students explain how organisms are adapted to their environment and interact with the biotic and abiotic components of the environment.

Goal 3.1: Understand the Theory of Biological Evolution

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.3.1.1 Describe how natural selection explains species change over time. (637.01.a)

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.3.2.1 Describe how energy stored in food is primarily derived from the sun through photosynthesis. (638.01.a)
- 7.S.3.2.2 Describe how the availability of resources (matter and energy) limits the distribution and abundance of organisms. (638.01.b)
- 7.S.3.2.3 Illustrate how atoms and molecules cycle among the living and nonliving components of the biosphere. (638.01.c)
- 7.S.3.2.4 Identify how energy flows through ecosystems in one direction, from photosynthetic organisms to herbivores, carnivore, and decomposers. (638.01.d)

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.3.3.1 Explain the relationships among specialized cells, tissues, organs, organ systems, and organisms. (636.01.a)
- 7.S.3.3.2 Identify the parts of specialized plant and animal cells. (636.01.b)
- 7.S.3.3.3 Identify the functions of cell structures. (636.01.b)
- 7.S.3.3.4 Describe cell functions that involve chemical reactions. (630.01.c)
- 7.S.3.3.5 Describe how dominant and recessive traits are inherited. (636.01.e)

Standard 4: Earth and Space Systems

No goals or objectives at this grade level.

Standard 5: Personal and Social Perspectives; Technology

Students understand that science and technology interact and impact both individuals and society.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

No objectives at this grade level.

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.5.2.1 Explain how science and technology are interrelated. (640.01.a)
- 7.S.5.2.2 Explain how science advances technology. (640.01.b)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Grade 7, the student will be able to:

- 7.S.5.3.1 Identify alternative sources of energy. (641.03.a)

**IDAHO CONTENT STANDARDS
GRADE 8-9
PHYSICAL SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students exercise the basic tenets of scientific investigation, make accurate observations, exercise critical thinking skills, apply proper scientific instruments of investigation and measurement tools, and communicate results in problem solving. Students evaluate the validity of information by utilizing the tools of scientific thinking and investigation. Students summarize their findings by creating lab reports using technical writing including graphs, charts, and diagrams to communicate the results of investigations.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.1.1.1 Explain the scientific meaning of system, order, and organization. (648.01a)
- 8-9.PS.1.1.2 Apply the concepts of order and organization to a given system. (648.01a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.1.2.1 Use observations and data as evidence on which to base scientific explanations. (648.02a)
- 8-9.PS.1.2.2 Develop models to explain concepts or systems. (648.02b)
- 8-9.PS.1.2.3 Develop scientific explanations based on knowledge, logic, and analysis. (648.02c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.1.3.1 Measure changes that can occur in and among systems. (648.03b)
- 8-9.PS.1.3.2 Analyze changes that can occur in and among systems. (648.03b)
- 8-9.PS.1.3.3 Measure and calculate using the metric system. (648.03c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives in Physical Science.

Goal 1.5: Understand Concepts of Form and Function

No objectives in Physical Science.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.1.6.1 Identify questions and concepts that guide scientific investigations. (649.01a)
- 8-9.PS.1.6.2 Utilize the components of scientific problem solving to design, conduct, and communicate results of investigations. (649.01b)
- 8-9.PS.1.6.3 Use appropriate technology and mathematics to make investigations. (649.01c)
- 8-9.PS.1.6.4 Formulate scientific explanations and models using logic and evidence. (649.01d)
- 8-9.PS.1.6.5 Analyze alternative explanations and models. (649.01e)
- 8-9.PS.1.6.6 Communicate and defend a scientific argument. (649.01f)
- 8-9.PS.1.6.7 Explain the differences among observations, hypotheses, and theories. (649.01g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives in Physical Science.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.1.8.1 Analyze technical writing, graphs, charts, and diagrams. (658.02a)

Standard 2: Physical Science

Students explain the structure and properties of atoms, including isotopes. Students explain how chemical reactions, while requiring or releasing energy, can neither destroy nor create energy or matter. Students explain the differences between fission and fusion. Students explain the interactions of force and mass in describing motion using Newton's Laws. Students explain how energy can be transformed from one form to another while the total amount of energy remains constant. Students classify energy as potential and/or kinetic, and as energy contained in a field.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

No objectives in Physical Science.

Goal 2.2: Understand Concepts of Motion and Forces

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.2.2.1 Explain motion using Newton's Laws of Motion. (650.04b)

Goal 2.3: Understand the Total Energy in the Universe is Constant

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.2.3.1 Explain that energy can be transformed but cannot be created nor destroyed. (650.05a)
- 8-9.PS.2.3.2 Classify energy as potential and/or kinetic and as energy contained in a field. (650.05b)

Goal 2.4: Understand the Structure of Atoms

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.2.4.1 Describe the properties, function, and location of protons, neutrons, and electrons. (650.01a)
- 8-9.PS.2.4.2 Explain the processes of fission and fusion. (650.01b)
- 8-9.PS.2.4.3 Describe the characteristics of isotopes. (650.01c)
- 8-9.PS.2.4.4 State the basic electrical properties of matter. (650.01d)
- 8-9.PS.2.4.5 Describe the relationships between magnetism and electricity.

Goal 2.5: Understand Chemical Reactions

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.2.5.1 Explain how chemical reactions may release or consume energy while the quantity of matter remains constant. (650.03a)

Standard 3: Biology

No goals or objectives in Physical Science.

Standard 4: Earth and Space Systems

No goals or objectives in Physical Science.

Standard 5: Personal and Social Perspectives; Technology

Students understand that science and technology interact and impact both society and the environment.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

No objectives in Physical Science.

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Physical Science, the student will be able to:

- 8-9.PS.5.2.1 Explain how science advances technology. (655.01a)
- 8-9.PS.5.2.2 Explain how technology advances science. (655.01a)

8-9.PS.5.2.3 Explain how science and technology are pursued for different purposes.
(656.01b)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

No objectives in Physical Science.

**IDAHO CONTENT STANDARDS
GRADE 8-9
EARTH SCIENCE**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students exercise the basic tenets of scientific investigation, make accurate observations, exercise critical thinking skills, apply proper scientific instruments of investigation and measurement tools, and communicate results in problem solving. Students evaluate the validity of information by utilizing the tools of scientific thinking and investigation. Students summarize their findings by creating lab reports using technical writing including graphs, charts, and diagrams to communicate the results of investigations.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.1.1.1 Explain the scientific meaning of system, order, and organization. (648.01a)
- 8-9.ES.1.1.2 Apply the concepts of order and organization to a given system. (648.01a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.1.2.1 Use observations and data as evidence on which to base scientific explanations. (648.02a)
- 8-9.ES.1.2.2 Develop models to explain concepts or systems. (648.02b)
- 8-9.ES.1.2.3 Develop scientific explanations based on knowledge, logic, and analysis. (648.02c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.1.3.1 Measure changes that can occur in and among systems. (648.03b)
- 8-9.ES.1.3.2 Analyze changes that can occur in and among systems. (648.03b)
- 8-9.ES.1.3.3 Measure and calculate using the metric system. (648.03c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives in Earth Science.

Goal 1.5: Understand Concepts of Form and Function

No objectives in Earth Science.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Earth Science, the student will:

- 8-9.ES.1.6.1 Identify questions and concepts that guide scientific investigations. (649.01a)
- 8-9.ES.1.6.2 Utilize the components of scientific problem solving to design, conduct, and communicate results of investigations. (649.01b)
- 8-9.ES.1.6.3 Use appropriate technology and mathematics to make investigations. (649.01c)
- 8-9.ES.1.6.4 Formulate scientific explanations and models using logic and evidence. (649.01d)
- 8-9.ES.1.6.5 Analyze alternative explanations and models. (649.01e)
- 8-9.ES.1.6.6 Communicate and defend a scientific argument. (649.01f)
- 8-9.ES.1.6.7 Explain the differences among observations, hypotheses, and theories. (649.01g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives in Earth Science.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.1.8.1 Analyze technical writing, graphs, charts, and diagrams. (658.02a)

Standard 2: Physical Science

No goals or objectives in Earth Science.

Standard 3: Biology

No goals or objectives in Earth Science.

Standard 4: Earth and Space Systems

Students describe the current theory explaining the formation of the solar system. Students explain earth processes, events (erosion, uplifting, earthquakes, volcanic eruptions, etc.), and geological time. Students explain Earth's heat sources.

Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.4.1.1 Explain the current scientific theory that suggests that the solar system formed from a nebular cloud of dust and gas. (654.01a)
- 8-9.ES.4.1.2 Identify methods used to estimate geologic time. (654.01b)
- 8-9.ES.4.1.3 Show how interactions among the solid earth, oceans, atmosphere, and organisms have changed the earth system over time. (654.01c)

Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.4.2.1 Explain the internal and external energy sources of the earth (654.02a)

Standard 5: Personal and Social Perspectives; Technology

Students understand that science and technology interact and impact both society and the environment. Students describe issues such as water and air quality, hazardous waste, renewable and nonrenewable resources.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.5.1.1 Analyze environmental issues such as water and air quality, hazardous waste, and depletion of natural resources. (656.01a)

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.5.2.1 Explain how science advances technology. (655.01a)
8-9.ES.5.2.2 Explain how technology advances science. (655.01a)
8-9.ES.5.2.3 Explain how science and technology are pursued for different purposes. (655.01b)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Earth Science, the student will be able to:

- 8-9.ES.5.3.1 Describe the difference between renewable and nonrenewable resources. (656.03a)

**IDAHO CONTENT STANDARDS
GRADE 9-10
BIOLOGY**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students exercise the basic tenets of scientific investigation, make accurate observations, exercise critical thinking skills, apply proper scientific instruments of investigation and measurement tools, and communicate results in problem solving. Students evaluate the validity of information by utilizing the tools of scientific thinking and investigation. Students summarize their findings by creating lab reports using technical writing including graphs, charts, and diagrams to communicate the results of investigations.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.1.1.1 Explain the scientific meaning of system, order, and organization. (648.01a)
- 9-10.B.1.1.2 Apply the concepts of order and organization to a given system. (648.01a)

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.1.2.1 Use observations and data as evidence on which to base scientific explanations. (648.02a)
- 9-10.B.1.2.2 Develop models to explain concepts or systems. (648.02b)
- 9-10.B.1.2.3 Develop scientific explanations based on knowledge, logic and analysis. (648.02c)

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.1.3.1 Measure changes that can occur in and among systems. (648.03b)
- 9-10.B.1.3.2 Analyze changes that can occur in and among systems. (648.03b)
- 9-10.B.1.3.3 Measure and calculate using the metric system. (648.03c)

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

Reference to 7.S.3.2.1

Goal 1.5: Understand Concepts of Form and Function

No objectives in Biology.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.1.6.1 Identify questions and concepts that guide scientific investigations. (649.01a)
- 9-10.B.1.6.2 Utilize the components of scientific problem solving to design, conduct, and communicate results of investigations. (649.01b)
- 9-10.B.1.6.3 Use appropriate technology and mathematics to make investigations. (649.01c)
- 9-10.B.1.6.4 Formulate scientific explanations and models using logic and evidence. (649.01d)
- 9-10.B.1.6.5 Analyze alternative explanations and models. (649.01e)
- 9-10.B.1.6.6 Communicate and defend a scientific argument. (649.01f)
- 9-10.B.1.6.7 Explain the differences among observations, hypotheses, and theories. (649.01g)

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

No objectives in Biology.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.1.8.1 Analyze technical writing, graphs, charts, and diagrams. (658.02a)

Standard 2: Physical Science

No goals or objectives in Biology.

Standard 3: Biology

Students explain the importance of cells as they relate to the organization and structure of complex organisms, differentiation and specialization during development, and the chemical reactions necessary to sustain life. Students describe the functions of cell structures. Students use the theory of evolution to explain diversity of life.

Goal 3.1: Understand the Theory of Biological Evolution

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.3.1.1 Use the theory of evolution to explain how species change over time. (652.01a)
- 9-10.B.3.1.2 Explain how evolution is the consequence of interactions among the potential of a species to increase its numbers, genetic variability, a finite supply of resources, and the selection by the environment of those offspring better able to survive and reproduce. (652.01a)

Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.3.2.1 Explain how matter tends toward more disorganized states (entropy). (653.01a)
- 9-10.B.3.2.2 Explain how organisms use the continuous input of energy and matter to maintain their chemical and physical organization. (653.01b)
- 9-10.B.3.2.3 Show how the energy for life is primarily derived from the sun through photosynthesis. (653.01c)
- 9-10.B.3.2.4 Describe cellular respiration and the synthesis of macromolecules. (653.01d)
- 9-10.B.3.2.5 Show how matter cycles and energy flows through the different levels of organization of living systems (cells, organs, organisms, communities) and their environment. (653.01h)

Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.3.3.1 Identify the particular structures that underlie the cellular functions. (651.01a)
- 9-10.B.3.3.2 Explain cell functions involving chemical reactions. (651.01b)
- 9-10.B.3.3.3 Explain how cells use DNA to store and use information for cell functions. (651.01c)
- 9-10.B.3.3.4 Explain how selective expression of genes can produce specialized cells from a single cell. (651.01e)

Standard 4: Earth and Space Systems

No goals or objectives in Biology.

Standard 5: Personal and Social Perspectives; Technology

Students understand that science and technology interact and impact both society and the environment. Students describe issues such as water and air quality, hazardous waste, renewable and nonrenewable resources.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.5.1.1 Analyze environmental issues such as water and air quality, hazardous waste, forest health, and agricultural production. (656.01a)

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.5.2.1 Explain how science advances technology. (655.01a)
- 9-10.B.5.2.2 Explain how technology advances science. (655.01a)

- 9-10.B.5.2.3 Explain how science and technology are pursued for different purposes.
(656.01b)

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Biology, the student will be able to:

- 9-10.B.5.3.1 Describe the difference between renewable and nonrenewable resources.
(656.03a)

**IDAHO CONTENT STANDARDS
GRADE 11-12
CHEMISTRY**

Students are expected to know content and apply skills from previous grades.

Standard 1: Nature of Science

Students exercise the basic tenets of scientific investigation, make accurate observations, exercise critical thinking skills, apply proper scientific instruments of investigation and measurement tools, and communicate results in problem solving. Students evaluate the validity of information by utilizing the tools of scientific thinking and investigation. Students summarize their findings by creating lab reports using technical writing including graphs, charts, and diagrams to communicate the results of investigations.

Goal 1.1: Understand Systems, Order, and Organization

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.1.1.1 Use the periodic table to predict physical and chemical properties.

Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.1.2.1 Describe the historical development of the periodic table.
11-12.C.1.2.2 Create and interpret graphs of data.
11-12.C.1.2.3 Explain and interpret the key concepts of the kinetic molecular theory.
11-12.C.1.2.4 Distinguish the common theories defining acids and bases.

Goal 1.3: Understand Constancy, Change, and Measurement

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.1.3.1 Identify, compare and contrast physical and chemical properties and changes and appropriate computations.
11-12.C.1.3.2 Perform computations using scientific notation, the metric system and dimensional analysis.
11-12.C.1.3.3 Compute measurement uncertainty to include precision, accuracy and the rules for significant digits.

- 11-12.C.1.3.4 Perform calculations related to the conversion of grams to moles to particles, atoms, molecules and volume.
- 11-12.C.1.3.5 Analyze and solve reaction stoichiometry problems.
- 11-12.C.1.3.6 Express concentrations of solutions in various ways including molarity.
- 11-12.C.1.3.7 Interpret how the presence of solute particles affect the properties of a solution and be able to do calculations involving colligative properties.
- 11-12.C.1.3.8 Analyze quantitative relationships involved in acid/base chemistry including pH.

Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State

No objectives in Chemistry.

Goal 1.5: Understand Concepts of Form and Function

No objectives in Chemistry.

Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.1.6.1 Demonstrate an understanding of the scientific method.
- 11-12.C.1.6.2 Select and use appropriate scientific equipment, materials and techniques.

Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.1.7.1 Explain how a series of historically related and documented experiments led to the current model and structure of the atom.

Goal 1.8: Understand Technical Communication

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.1.8.1 Correctly write symbols, formulas and names for common elements, ions and compounds.
- 11-12.C.1.8.2 Communicate scientific investigations and information clearly.

Standard 2: Physical Science

Students explain the structure and properties of atoms, including isotopes. Students explain how chemical reactions, while requiring or releasing energy, can neither destroy nor create energy or matter. Students explain the differences between fission and fusion. Students explain the interactions of force and mass in describing motion using Newton's Laws. Students explain how energy can be transformed from one form to another while the total amount of energy remains constant. Students classify energy as potential and/or kinetic, and as energy contained in a field.

Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.2.1.1 Explain and understand how electrons are involved in the formation of chemical bonds using the octet rule and Lewis dot diagrams.
- 11-12.C.2.1.2 Predict the polarity of chemical bonds using electronegativity.
- 11-12.C.2.1.3 Predict physical properties of compounds based upon the attractive forces between atoms and molecules.
- 11-12.C.2.1.4 Distinguish and classify all matter into appropriate categories.
- 11-12.C.2.1.5 Explain the relationship and reactions of acids, bases, and salts.
- 11-12.C.2.1.6 Explain the role of dissociation and ionization in producing strong, weak, and nonelectrolytes.

Goal 2.2: Understand Concepts of Motion and Forces

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.2.2.1 Describe the Kinetic Molecular Theory as it applies to phases of matter.

Goal 2.3: Understand the Total Energy in the Universe is Constant

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.2.3.1 Explain and calculate the changes in heat energy that occur during chemical reactions and phase changes.
- 11-12.C.2.3.2 Demonstrate the conservation of matter by balancing chemical equations.
- 11-12.C.2.3.3 Differentiate between exothermic and endothermic chemical reactions during chemical or physical changes.

Goal 2.4: Understand the Structure of Atoms

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.2.4.1 Interpret the classic historical experiments that were used to identify the components of an atom and its structure.
- 11-12.C.2.4.2 Deduce the number of protons, neutrons and electrons for an atom or ion.
- 11-12.C.2.4.3 Describe the relationship between the structure of atoms and light absorption and emission.
- 11-12.C.2.4.4 Determine and illustrate electron arrangements of elements using electron configurations and orbital energy diagrams.

Goal 2.5: Understand Chemical Reactions

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.2.5.1 Illustrate the Law of Conservation of Mass and the Law of Definite Proportions.
- 11-12.C.2.5.2 Classify, write and balance chemical equations for common types of chemical reactions and predict the products.
- 11-12.C.2.5.3 Describe the factors that influence the rates of chemical reactions.

Standard 3: Biology

No goals or objectives in Chemistry.

Standard 4: Earth and Space Systems

No goals or objectives in Chemistry.

Standard 5: Personal and Social Perspectives; Technology

Students understand that science and technology interact and impact both society and the environment.

Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.5.1.1 Demonstrate the ability to work safely and effectively in a chemistry laboratory.

Goal 5.2: Understand the Relationship between Science and Technology

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.5.2.1 Assess the role of chemistry in enabling technological advances.

Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them

Objective(s): By the end of Chemistry, the student will be able to:

- 11-12.C.5.3.1 Evaluate the role of chemistry in energy and environmental issues.

STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

SUBJECT

Proposed Rule – IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated by Reference – Information and Communication Technology (ICT) Standards

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.004, Rules of the Board Governing Thoroughness
Section 33-1612, Idaho Code

BACKGROUND/DISCUSSION

The Idaho Student Information Technology Standards (ISITS) were originally created in 2001, and revised in 2003. Due to the seven year gap in revisions, significant changes occurred between the original and revised standards, including changing the name to Information and Communication Technology Standards. A copy of the original ISITS is included.

The ISITS were not part of the Idaho Achievement or Idaho Content Standards; however, this rule would incorporate them into the Idaho Content Standards, complying with the 'Enhancing Education Through Technology Act of 2001.'

The revision committee chose to base the revisions upon the International Society for Technology in Education (ISTE) National Educational Technology Standards (NETS•S), which can be found online at:

http://www.iste.org/Content/NavigationMenu/NETS/ForStudents/2007Standards/NETS_for_Students_2007_Standards.pdf. Title has been updated to reflect today's world. Revision includes grades 9-12.

ATTACHMENTS

Attachment 1 – Proposed change of IDAPA 08.02.03.004	Page 3
Attachment 2 – 2001 Idaho Student Information Technology Standards	Page 5
Attachment 3 – Proposed ICT Standards	Page 35

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the Idaho Content Standards for Information and Communication Technology as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness to incorporate by reference the Idaho Content Standards for Information and Communication Technology.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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004. INCORPORATION BY REFERENCE.

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

The following documents are incorporated into this rule:

(3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of this document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. ~~(SD-2010)()~~

- a. Driver Education, as revised and adopted on August 21, 2008. (SD 2010)
- b. Health, as revised and adopted on April 17, 2009. (SD 2010)
- c. Humanities Categories: (SD 2010)
 - i. Art, as revised and adopted on April 17, 2009; (SD 2010)
 - ii. Dance, as revised and adopted on April 17, 2009; (SD 2010)
 - iii. Drama, as revised and adopted on April 17, 2009; (SD 2010)
 - iv. Interdisciplinary, as revised and adopted on April 17, 2009; (SD 2010)
 - v. Music, as revised and adopted on April 17, 2009; (SD 2010)
 - vi. World languages, as revised and adopted on April 17, 2009. (SD 2010)
- d. English Language Arts, Part I: reading, as revised and adopted on ~~August 21, 2008~~ April 22, 2010. ~~(SD-2010)()~~
- ~~e. Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. (SD 2010)~~
- ~~fe.~~ Limited English Proficiency, as revised and adopted on August 21, 2008. (SD 2010)
- ~~gf.~~ Mathematics, as revised and adopted on ~~August 21, 2008~~ April 22, 2010. ~~(SD-2010)()~~
- ~~hg.~~ Physical Education, as revised and adopted on April 17, 2009. (SD 2010)
- ~~ih.~~ Science, as revised and adopted on April 17, 2009. (SD 2010)
- ~~ji.~~ Social Studies, as revised and adopted on April 17, 2009. (SD 2010)
- ~~j.~~ Information and Communication Technology, as revised and adopted on April 22, 2010 ()

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

06. The Idaho Extended Content Standards. The Idaho Extended Content Standards as adopted by

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on February 28, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

8th Grade Idaho Student Information Technology Standards (ISITS)
Kindergarten – 7th Grade Idaho Information Technology Benchmarks



Department of Education asked a statewide team to develop a draft copy of student information technology standards for eighth-grade students. The team consisted of the following:

Jean Bengfort, Coeur d'Alene School District
Johana Doyle, Moscow School District
Greg Eck, Lakeland School District
Bonnie Farmin, Kellogg School District
Jim Marconi, Boise School District
Pam Reidlen, Kamiah School District
Sue Smith, Soda Springs School District
Karen Vauk, Micron Technology

The eighth grade was chosen because it is considered to be the culmination of the elementary/middle grades and sets the standard for a student entering his or her high school career. Therefore, the following standards are what we expect an eighth grader to know and be able to do in the area of technology.

8th Grade Idaho Student Information Technology Standards (ISITS)
Kindergarten – 7th Grade Idaho Information Technology Benchmarks

Technology Foundation Standards for all students

The Technology foundation standards for students are divided into six broad categories that were developed through the National Educational Technology Standards (NETS) project coordinated by the International Society for Technology in Education (ISTE). Standards within each category are to be introduced, reinforced, and mastered by students. These categories provide a framework for linking sample applications. These standards and benchmarks are used as guidelines for planning technology-based activities in which students achieve success in learning, communication, and life skills.

1. Basic Operations and Concepts

- a. Students demonstrate a sound understanding of the nature and operation of technology systems.
- b. Students are proficient in the use of technology.

2. Social, Ethical, and Human Issues

- a. Students understand the ethical, cultural, and societal issues related to technology.
- b. Students practice responsible use of technology systems, information, and software.
- c. Students develop positive attitudes toward technology uses that support lifelong learning, collaboration, personal pursuits, and productivity.

3. Technology Productivity Tools

- a. Students use technology tools to enhance learning , increase productivity, and promote creativity.
- b. Students use productivity tools to collaborate in constructing technology-enhanced models, preparing publications, and producing other creative works.

4. Technology Communications Tools

- a. Students use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.
- b. Students use a variety of media and formats to communicate information and ideas effectively to multiple audiences.

5. Technology Research Tools

- a. Students use technology to locate, evaluate, and collect information from a variety of sources.
- b. Students use technology tools to process data and report results.
- c. Students evaluate and select new information resources and technological innovations based on the appropriateness to specific tasks.

6. Technology Problem-Solving and Decision-Making Tools

- a. Students use technology resources for solving problems and making informed decisions.
- b. Students employ technology in the development of strategies for solving problems in the real world.

8th Grade Idaho Student Information Technology Standards (ISITS)
Kindergarten – 7th Grade Idaho Information Technology Benchmarks

Idaho Student Information Technology Standards Rationale

Students will live, learn and work in an increasingly complex, technology-driven society. These technology standards are designed to identify foundational skills and processes that students need in order to be productive and successful.

It is essential that computer and technology education be integrated in all grade level content standards. All educators share responsibility for student success.

The eighth grade was chosen because it is considered to be the culmination of the elementary/middle grades and sets the standard for a student entering his or her high school career. Therefore, the following standards are what we expect an eighth grader to know and be able to do in the area of technology.

8th Grade Idaho Student Information Technology Standards

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Make informed choices among technology systems, resources and services.
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

8th Grade Idaho Student Information Technology Standards

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

8th Grade Idaho Student Information Technology Standards

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources.
2. Use technology tools to process data and report results.	a. Select appropriate technology tools for data analysis and reporting.

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

7th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Identify choices among technology systems, resources and services.
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

7th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

7th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. Select appropriate technology tools for data analysis and reporting.

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

6th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Explore choices among technology systems, resources and services.
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

6th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

6th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. Select appropriate technology tools for data analysis and reporting.

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

5th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

5th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

5th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

4th Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Explore the appropriate technology device to complete a task.
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

4th Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support analysis and modeling.

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

4th Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

3rd Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. Explore the appropriate technology device to complete a task.
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate functional operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Discuss legal and ethical behaviors when using technology and information.

3rd Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

3rd Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. Evaluate the accuracy and relevance of electronic information sources.
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

2nd Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate functional operation of technology components.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

2nd Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Gather information and communicate with others using telecommunications, with support from teachers, family members or student partners.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

2nd Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. N/A
2. Use technology tools to process data and report results.	a. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

1st Grade Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Demonstrate functional operation of technology components.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

1st Grade Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. Gather information and communicate with others using telecommunications, with support from teachers, family members or student partners.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

1st Grade Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. N/A
2. Use technology tools to process data and report results.	c. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

Kindergarten Idaho Student Information Technology Benchmarks

STANDARD 1:
Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate a sound understanding of the basic nature and operation of technology systems.	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
2. Demonstrate proficiency in the use of technology.	a. Use input and output devices successfully to operate computers, VCRs, audio tapes and other technologies.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

STANDARD 2:
Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
2. Practice responsible use of technology systems, information, and software.	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

Kindergarten Idaho Student Information Technology Benchmarks

STANDARD 3:
Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology tools to enhance learning, increase productivity, and promote creativity.	a. N/A
	b. N/A
	c. N/A
	d. N/A

STANDARD 4:
Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.	a. N/A
	b. N/A
	c. N/A

Kindergarten Idaho Student Information Technology Benchmarks

STANDARD 5:
Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. N/A
	b. N/A
2. Use technology tools to process data and report results.	c. N/A

STANDARD 6:
Technology Problem-Solving and Decision Making Tools
Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

**IDAHO CONTENT STANDARDS
K – 2
INFORMATION AND COMMUNICATION TECHNOLOGY**

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 2, the student will be able to:

- K-2.ICT.1.1.1 Use multiple forms of knowledge to create products.
- K-2.ICT.1.1.2 Create original works as a means of personal or group expression.
- K-2.ICT.1.1.3 Use models and games to introduce systems.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 2, the student will be able to:

- K-2.ICT.2.1.1 Identify and use digital media and environments to share ideas.
- K-2.ICT.2.1.2 Identify issues in a group setting using digital tools.

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital, and other sources

Objective(s): By the end of Grade 2, the student will be able to:

- K-2.ICT.3.1.1 Identify information needs and questions to solve an information problem or make an informed decision.
- K-2.ICT.3.1.2 Identify information resources for specific tasks.
- K-2.ICT.3.1.3 Identify navigation skills in accessing resources such as table of contents, index, menu, and search fields.
- K-2.ICT.3.1.4 Collect and analyze data and information to make decisions and draw conclusions.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 2, the student will be able to:

- K-2.ICT.4.1.1 Identify safe and responsible use of information and technology such as careful disclosure of personal information.
- K-2.ICT.4.1.2 Identify the source of information

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 2, the student will be able to:

- K-2.ICT.5.1.1 Identify and use technology tools including hardware and electronic devices.
- K-2.ICT.5.1.2 Identify and use software applications with assistance.

IDAHO CONTENT STANDARDS

3 – 5

INFORMATION AND COMMUNICATION TECHNOLOGY

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 5, the student will be able to:

- 3-5.ICT.1.1.1 Demonstrate different ways to gain knowledge to create products.
- 3-5.ICT.1.1.2 Create original works as a means of personal or group expression incorporating teacher selected resources
- 3-5 ICT.1.1.3 Interpret models and simulations to explore systems and issues.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 5, the student will be able to:

- 3-5.ICT.2.1.1 Illustrate and present ideas using digital media and environments.
- 3-5.ICT.2.1.2 Select an issue and use digital tools and media to present solutions collaboratively.

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital and other sources

Objective(s): By the end of Grade 5, the student will be able to:

- 3-5.ICT.3.1.1 Categorize and understand information needs and create research questions to solve an information problem or make an informed decision.
- 3-5.ICT.3.1.2 Select information resources to solve an information problem or make an informed decision.

- 3-5.ICT.3.1.3 Demonstrate navigation skills in accessing information resources.
- 3-5 ICT.3.1.4 Collect and analyze data and information to make decisions, draw conclusions, and create new understanding.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 5, the student will be able to:

- 3-5 ICT.4.1.1 Describe safe, ethical, and responsible practices in the use of information and technology.
- 3-5.ICT.4.1.2 Identify and cite information and sources in an ethical and responsible manner.

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 5, the student will be able to:

- 3-5. ICT. .5.1.1 Identify and use technology tools independently such as electronic devices and keyboards.
- 3-5. ICT.5.1.2 Identify and use software applications independently.
- 3-5. ICT.5.1.3 Identify technology tools and software application problems.
- 3-5. ICT.5.1.4 Identify and experiment with new technologies such as hardware, software applications and web-based applications.

IDAHO CONTENT STANDARDS

6 – 8

INFORMATION AND COMMUNICATION TECHNOLOGY

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 8, the student will be able to:

- 6-8. ICT.1.1.1 Apply existing knowledge to generate new ideas, products, or processes.
- 6-8. ICT.1.1.2 Create original works as a means of personal or group expression using student selected resources.
- 6-8.ICT.1.1.3 Build models and simulations to explore systems, issues and trends.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 8, the student will be able to:

- 6-8.ICT.2.1.1 Inquire, interact, and communicate ideas, employing a variety of digital media and environments.
- 6-8. ICT.2.1.2 Collaborate with others, using digital tools and media to identify and research an issue, compare solutions and make a decision.

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital and other sources

Objective(s): By the end of Grade 8, the student will be able to:

- 6-8.ICT.3.1.1 Organize and analyze information needs to formulate research questions to solve an information problem or make an informed decision.
- 6-8.ICT.3.1.2 Compare and select information resources to solve an information problem or make an informed decision.
- 6-8.ICT.3.1.3 Demonstrate navigation skills in accessing a variety of information resources and begin using advanced search skills.
- 6-8.ICT.3.1.4 Collect, analyze and organize data and information to make decisions, draw conclusions, and create new understanding.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 8, the student will be able to:

- 6-8.ICT.4.1.1 Practice safe, ethical, legal, and responsible use of information and technology.
- 6-8.ICT.4.1.2. Use and cite all information and sources in an ethical and responsible manner.

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 8, the student will be able to:

- 6-8.ICT.5.1.1 Differentiate, use and integrate technology tools.
- 6-8.ICT.5.1.2 Select and use software applications.
- 6-8.ICT.5.1.3 Troubleshoot technology tools and software applications.
- 6-8.ICT.5.1.4 Apply previous knowledge to new technologies.

**IDAHO CONTENT STANDARDS
9 – 12
INFORMATION AND COMMUNICATION TECHNOLOGY**

Standard 1: Creativity and Innovation

Goal 1.1: Demonstrate creative thinking, construct knowledge, and use information and communication technologies to develop innovative products and processes.

Objective(s): By the end of Grade 12, the student will be able to:

- 9-12.ICT.1.1.1 Evaluate and interpret existing knowledge to generate new ideas, products, or processes.
- 9-12.ICT.1.1.2 Create original works as a means of personal or group expression using multiple resources and formats.
- 9-12.ICT.1.1.3 Create models and simulations to explore complex systems and issues to identify trends and forecast possibilities.

Standard 2: Communication and Collaboration

Goal 2.1: Use digital media and environments to communicate and work collaboratively to support individual learning and to contribute to the learning of others.

Objective(s): By the end of Grade 12, the student will be able to:

- 9-12.ICT.2.1.1 Inquire, interact, and publish with peers, experts, or others employing a variety of digital media and environments.
- 9-12.ICT.2.1.2 Collaborate with others using digital tools and media to identify issues and exchange ideas, develop new understandings, make decisions and/or solve problems

Standard 3: Research Skills and Critical Thinking

Goal 3.1: Exercise critical thinking to plan and conduct research using a variety of information resources including print, digital and other sources

Objective(s): By the end of Grade 12, the student will be able to:

- 9-12.ICT.3.1.1 Design research questions and strategies based on information needs to solve an information problem or make an informed decision.
- 9-12.ICT. 3.1.2 Evaluate and select a variety of resources to solve an information problem or make an informed decision.
- 9-12.ICT.3.1.3 Formulate specific searches using advanced navigation skills to access a variety of resources.
- 9-12.ICT.3.1.4 Collect, analyze, organize, and interpret data and information to make informed decisions, draw conclusions, and construct new understanding and knowledge.

Standard 4: Digital Citizenship

Goal 4.1: Understand human, cultural, and societal issues related to information and communication technologies and practice legal and ethical behavior.

Objective(s): By the end of Grade 12, the student will be able to:

- 9-12. ICT.4.1.1 Practice and explain importance of safe, ethical, legal, and responsible use of information and technology.
- 9-12. ICT.4.1.2 Practice and explain importance of citing information.

Standard 5: Technology Operations & Concepts

Goal 5.1: Demonstrate a sound understanding of technology concepts, systems, and operations.

Objective(s): By the end of Grade 12, the student will be able to:

- 9-12.ICT.5.1.1 Evaluate, configure, and implement various technologies.
- 9-12.ICT.5.1.2 Select, use and integrate various software applications.
- 9-12.ICT.5.1.3 Troubleshoot technology systems and software applications.
- 9-12.ICT.5.1.4 Integrate new technologies into current knowledge and practices.

STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

SUBJECT

Proposed Rule- IDAPA 08.02.03.004, Rules Governing Thoroughness,
Incorporated by Reference- Common Core Standards for Math

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.004, Rules of the Board Governing Thoroughness
Section 33-1612, Idaho Code

BACKGROUND/DISCUSSION

The Common Core Standards have been developed as a joint effort between the Council of Chief State School Officers (CCSSO) and the National Governors Association (NGA). The goal of the work was to ensure that students graduating from high school are college and career ready. The development team vowed to make the standards clearer, higher, and fewer. The work was started during the spring of 2009 and we have been given draft documents for review along this process.

We met with teams of math teachers, curricular specialists, and administrators that serve the content area of mathematics. We developed comments and shared them with CCSSO and NGA. This first public draft document was published on March 10th. Our math "working group" met on March 15th to discuss the future plan for Idaho in regards to these standards. Although these standards will be common across the nation, Idaho may add up to 15% unique state goals and objectives to be incorporated into the document after the June public comment period to better serve Idaho students.

These standards are entirely new; therefore, a document with strikethrough as typically attached is not included this time.

ATTACHMENTS

Attachment 1 – Proposed change of IDAPA 08.02.03.004

Page 3

Attachment 2 – Common Core Document for Math

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STAFF COMMENTS AND RECOMMENDATIONS

A final version of the Common Core Standards will be brought back to the board for approval at the completion of the comment period. It is expected that there will be no substantial changes from those submitted for approval at this time.

BOARD ACTION

A motion to approve the Idaho Content Standards for Math as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

A motion to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness to incorporate by reference the Idaho Content Standards for Math.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

004. INCORPORATION BY REFERENCE.

The following documents are incorporated into this rule:

(3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of this document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. ~~(SD 2010)~~()

- a. Driver Education, as revised and adopted on August 21, 2008. (SD 2010)
- b. Health, as revised and adopted on April 17, 2009. (SD 2010)
- c. Humanities Categories: (SD 2010)
 - i. Art, as revised and adopted on April 17, 2009; (SD 2010)
 - ii. Dance, as revised and adopted on April 17, 2009; (SD 2010)
 - iii. Drama, as revised and adopted on April 17, 2009; (SD 2010)
 - iv. Interdisciplinary, as revised and adopted on April 17, 2009; (SD 2010)
 - v. Music, as revised and adopted on April 17, 2009; (SD 2010)
 - vi. World languages, as revised and adopted on April 17, 2009. (SD 2010)
- d. English Language Arts, Part I: reading, as revised and adopted on ~~August 21, 2008~~April 22, 2010. ~~(SD 2010)~~()
- ~~e. Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. (SD 2010)~~
- ~~fe.~~ Limited English Proficiency, as revised and adopted on August 21, 2008. (SD 2010)
- ~~gf.~~ Mathematics, as revised and adopted on ~~August 21, 2008~~April 22, 2010. ~~(SD 2010)~~()
- ~~hg.~~ Physical Education, as revised and adopted on April 17, 2009. (SD 2010)
- ~~ih.~~ Science, as revised and adopted on April 17, 2009. (SD 2010)
- ~~ji.~~ Social Studies, as revised and adopted on April 17, 2009. (SD 2010)
- ~~j.~~ Information and Communication Technology, as revised and adopted on April 22, 2010 ()

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

06. The Idaho Extended Content Standards. The Idaho Extended Content Standards as adopted by the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on February 28, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

COMMON CORE STATE STANDARDS FOR Mathematics

DRAFT

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Introduction

Toward greater focus and coherence

The composite standards [of Hong Kong, Korea and Singapore] have a number of features that can inform an international benchmarking process for the development of K–6 mathematics standards in the US. First, the composite standards concentrate the early learning of mathematics on the number, measurement, and geometry strands with less emphasis on data analysis and little exposure to algebra. The Hong Kong standards for grades 1–3 devote approximately half the targeted time to numbers and almost all the time remaining to geometry and measurement.

Ginsburg, Leinwand and Decker, 2009

Mathematics experiences in early childhood settings should concentrate on (1) number (which includes whole number, operations, and relations) and (2) geometry, spatial relations, and measurement, with more mathematics learning time devoted to number than to other topics. The mathematical process goals should be integrated in these content areas. Children should understand the concepts and learn the skills exemplified in the teaching-learning paths described in this report.

National Research Council, 2009

In general, the US textbooks do a much worse job than the Singapore textbooks in clarifying the mathematical concepts that students must learn. Because the mathematics concepts in these textbooks are often weak, the presentation becomes more mechanical than is ideal. We looked at both traditional and non-traditional textbooks used in the US and found this conceptual weakness in both.

Ginsburg et al., 2005

Notable in the research base for these standards are conclusions from TIMSS and other studies of high-performing countries that the traditional US mathematics curriculum must become substantially more coherent and more focused in order to improve student achievement in mathematics. To deliver on the promise of common standards, the standards must address the problem of a curriculum that is ‘a mile wide and an inch deep.’ The draft Common Core State Standards for Mathematics are a substantial answer to this challenge.

It is important to recognize that “fewer standards” are no substitute for *focused* standards. Achieving “fewer standards” would be easy to do by simply resorting to broad, general statements. Instead, the draft Common Core State Standards for Mathematics aim for clarity and specificity.

Assessing the coherence of a set of standards is more difficult than assessing their focus. William Schmidt and Richard Houang (2002) have said that content standards and curricula are coherent if they are:

articulated over time as a sequence of topics and performances that are logical and reflect, where appropriate, the sequential or hierarchical nature of the disciplinary content from which the subject matter derives. That is, what and how students are taught should reflect not only the topics that fall within a certain academic discipline, but also the key ideas that determine how knowledge is organized and generated within that discipline. This implies that “to be coherent,” a set of content standards must evolve from particulars (e.g., the meaning and operations of whole numbers, including simple math facts and routine computational procedures associated with whole numbers and fractions) to deeper structures inherent in the discipline. This deeper structure then serves as a means for connecting the particulars (such as an understanding of the rational number system and its properties). (emphasis added)

The draft Common Core State Standards for Mathematics endeavor to follow such a design, not only by stressing conceptual understanding of the key ideas, but also by continually returning to organizing principles such as place value or the laws of arithmetic to structure those ideas.

The standards in this draft document define what students should understand and be able to do. Asking a student to understand something means asking a teacher to assess whether the student has understood it. But what does mathematical understanding look like? One hallmark of mathematical understanding is the ability to justify, in a way appropriate to the student’s mathematical maturity, *why* a particular mathematical statement is true or where a mathematical rule comes from. There is a world of difference between the student who can summon a mnemonic device such as “FOIL” to expand a product such as $(a + b)(x + y)$ and a student who can explain where that mnemonic comes from. Teachers often observe this difference firsthand, even if large-scale assessments in the year 2010 often do not. The student who can explain the rule understands the mathematics, and may have a better chance to succeed at a less familiar task such as expanding $(a + b + c)(x + y)$. Mathematical understanding and procedural skill are equally important, and both are assessable using mathematical tasks of sufficient richness.

The draft Common Core State Standards for Mathematics begin on the next page with eight Standards for Mathematical Practice. These are not a list of individual math topics, but rather a list of ways in which developing student-practitioners of mathematics increasingly ought to engage with those topics as they grow in mathematical maturity and expertise throughout the elementary, middle and high school years.

Grateful acknowledgment is here made to Dr. Cathy Kessel for editing the draft standards.

Mathematics | Standards for Mathematical Practice

Proficient students of all ages expect mathematics to make sense. They take an active stance in solving mathematical problems. When faced with a non-routine problem, they have the courage to plunge in and try something, and they have the procedural and conceptual tools to continue. They are experimenters and inventors, and can adapt known strategies to new problems. They think strategically.

The practices described below are encouraged in apprentices by expert mathematical thinkers. Students who engage in these practices, individually and with their classmates, discover ideas and gain insights that spur them to pursue mathematics beyond the classroom walls. They learn that effort counts in mathematical achievement. Encouraging these practices in students of all ages should be as much a goal of the mathematics curriculum as the learning of specific content.

1 Make sense of problems and persevere in solving them.

Mathematically proficient students start by explaining to themselves the meaning of a problem and looking for entry points to its solution. They analyze givens, constraints, relationships, and goals. They make conjectures about the form and meaning of the solution and plan a solution pathway rather than simply jumping into a solution attempt. They consider analogous problems, and try special cases and simpler forms of the original problem in order to gain insight into its solution. They monitor and evaluate their progress and change course if necessary. Older students might, depending on the context of the problem, transform algebraic expressions or change the viewing window on their graphing calculator to get the information they need. Mathematically proficient students can explain correspondences between equations, verbal descriptions, tables, and graphs or draw diagrams of important features and relationships, graph data, and search for regularity or trends. Younger students might rely on using concrete objects or pictures to help conceptualize and solve a problem. Mathematically proficient students check their answers to problems using a different method, and they continually ask themselves, “Does this make sense?” They can understand the approaches of others to solving complex problems and identify correspondences between different approaches.

2 Reason abstractly and quantitatively.

Mathematically proficient students make sense of the quantities and their relationships in problem situations. Students bring two complementary abilities to bear on problems involving quantitative relationships: the ability to *decontextualize*—to abstract a given situation and represent it symbolically and manipulate the representing symbols as if they have a life of their own, without necessarily attending to their referents—and the ability to *contextualize*, to pause as needed during the manipulation process in order to probe into the referents for the symbols involved. Quantitative reasoning entails habits of creating a coherent representation of the problem at hand; considering the units involved; attending to the meaning of quantities, not just how to compute them; and knowing and flexibly using different properties of operations and objects.

3 Construct viable arguments and critique the reasoning of others.

Mathematically proficient students understand and use stated assumptions, definitions, and previously established results in constructing arguments. They make conjectures and build a logical progression of statements to explore the truth of their conjectures. They are able to analyze situations by breaking them into cases, and can recognize and use counterexamples. They justify their conclusions, communicate them to others, and respond to the arguments of others. They reason inductively about data, making plausible arguments that take into account the context from which the data arose. Mathematically proficient students are also able to compare the effectiveness of two plausible arguments, distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in an argument—explain what it is. Elementary students can construct arguments using concrete referents such as objects, drawings, diagrams, and actions. Such arguments can make sense and be correct, even though they are not generalized or made formal until later grades. Later, students learn to determine domains to which an argument applies. Students at all grades can listen or read the arguments of others, decide whether they make sense, and ask useful questions to clarify or improve the arguments.

4 Model with mathematics.

Mathematically proficient students can apply the mathematics they know to solve problems arising in everyday life, society, and the workplace. In early grades, this might be as simple as writing an addition equation to describe a situation. In middle grades, a

student might apply proportional reasoning to plan a school event or analyze a problem in the community. By high school, a student might use geometry to solve a design problem or use a function to describe how one quantity of interest depends on another. Mathematically proficient students who can apply what they know are comfortable making assumptions and approximations to simplify a complicated situation, realizing that these may need revision later. They are able to identify important quantities in a practical situation and map their relationships using such tools as diagrams, 2-by-2 tables, graphs, flowcharts and formulas. They can analyze those relationships mathematically to draw conclusions. They routinely interpret their mathematical results in the context of the situation and reflect on whether the results make sense, possibly improving the model if it has not served its purpose.

5 Use appropriate tools strategically.

Mathematically proficient students consider the available tools when solving a mathematical problem. These tools might include pencil and paper, concrete models, ruler, protractor, calculator, spreadsheet, computer algebra system, statistical package, or dynamic geometry software. Proficient students are sufficiently familiar with tools appropriate for their grade or course to make sound decisions about when each of these tools might be helpful, recognizing both the insight to be gained and their limitations. For example, mathematically proficient high school students interpret graphs of functions and solutions generated using a graphing calculator. They detect possible errors by strategically using estimation and other mathematical knowledge. When making mathematical models, they know that technology can enable them to visualize the results of varying assumptions, explore consequences, and compare predictions with data. Mathematically proficient students at various grade levels are able to identify relevant external mathematical resources, such as digital content located on a website, and use them to pose or solve problems. They are able to use technological tools to explore and deepen their understanding of concepts.

6 Attend to precision.

Mathematically proficient students try to communicate precisely to others. They try to use clear definitions in discussion with others and in their own reasoning. They state the meaning of the symbols they choose, are careful about specifying units of measure, and labeling axes to clarify the correspondence with quantities in a problem. They express numerical answers with a degree of precision appropriate for the problem context. In the elementary grades, students give carefully formulated explanations to each other. By the time they reach high school they have learned to examine claims and make explicit use of definitions.

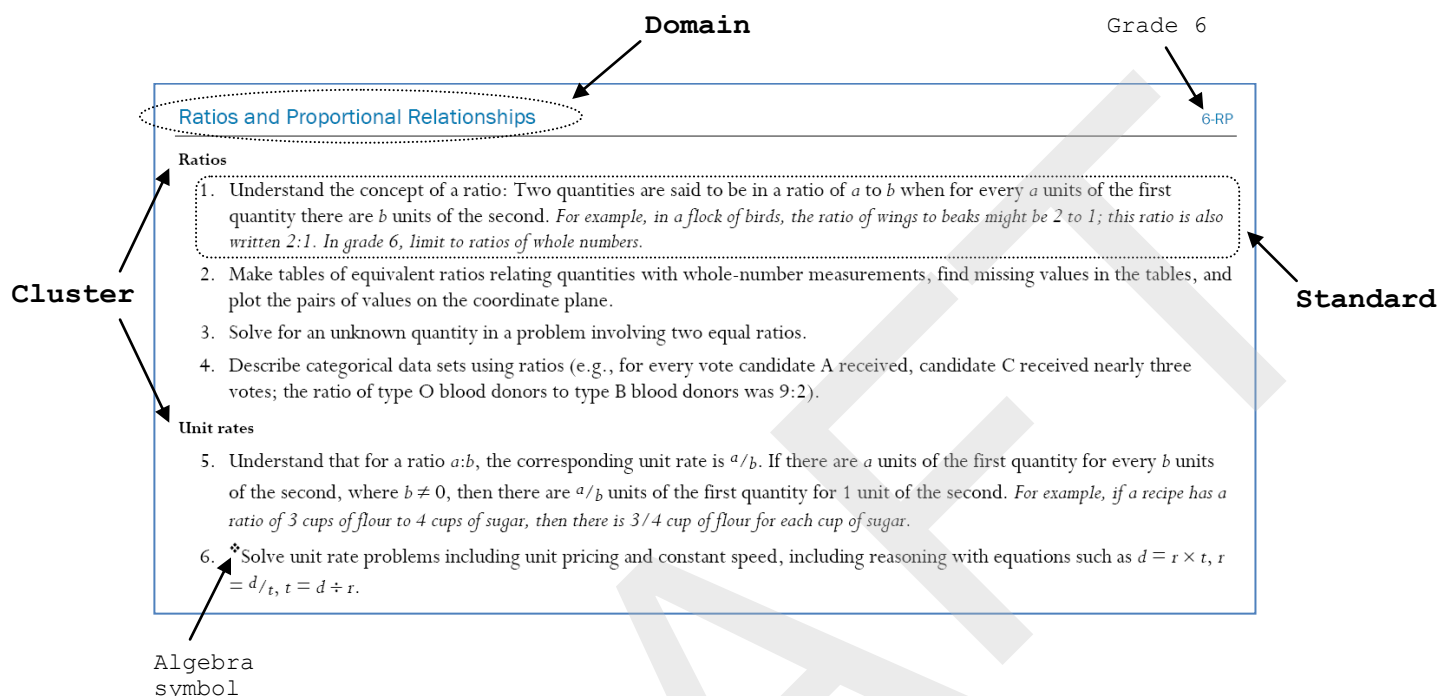
7 Look for and make use of structure.

Mathematically proficient students look closely to discern a pattern or structure. Young students, for example, might notice that three and seven more is the same amount as seven and three more, or they may sort a collection of shapes according to how many sides the shapes have. Later, students will see 7×8 equals the well remembered $7 \times 5 + 7 \times 3$, in preparation for learning about the distributive property. In the expression $x^2 + 9x + 14$, older students can see the 14 as 2×7 and the 9 as $2 + 7$. They recognize the significance of an existing line in a geometric figure and can use the strategy of drawing an auxiliary line for solving problems. They also can step back for an overview and shift perspective. They can see complicated things, such as some algebraic expressions, as single objects or as composed of several objects. For example, they can see $5 - 3(x - y)^2$ as 5 minus a positive number times a square and use that to realize that its value cannot be more than 5 for any real numbers x and y .

8 Look for and express regularity in repeated reasoning.

Mathematically proficient students notice if calculations are repeated, and look both for general methods and for shortcuts. Upper elementary students might notice when dividing 25 by 11 that they are repeating the same calculations over and over again, and conclude they have a repeating decimal. By paying attention to the calculation of slope as they repeatedly check whether points are on the line through (1, 2) with slope 3, middle school students might abstract the equation $(y - 2)/(x - 1) = 3$. Noticing the regularity in the way terms cancel when expanding $(x - 1)(x + 1)$, $(x - 1)(x^2 + x + 1)$, and $(x - 1)(x^3 + x^2 + x + 1)$ might lead them to the general formula for the sum of a geometric series. As they work to solve a problem, mathematically proficient students maintain oversight of the process, while attending to the details. They continually evaluate the reasonableness of their intermediate results.

How to read the grade level standards



Standards define what students should understand and be able to do. **Clusters** are groups of related standards. Note that standards from different clusters may sometimes be closely related, because mathematics is a connected subject. **Domains** are larger groups of related standards. For each grade level in Grades K–8, the standards are organized into four or five domains. Standards from different domains may sometimes be closely related.

Algebra Symbol: Key standards for the development of algebraic thinking in Grades K–5 are indicated by \ast .

Dotted Underlines: Dotted underlines, for example, decade words, indicate terms that are explained in the Glossary. In each grade, underlining is used for the first occurrence of a defined term, but not in subsequent occurrences.

Note on Grade Placement of Topics. What students can learn at any particular grade level depends upon what they have learned before. Ideally then, each standard in this document might have been phrased in the form, “Students who already know A should next come to learn B.” But in the year 2010 this approach is unrealistic—not least because existing education research cannot specify all such learning pathways. Of necessity therefore, grade placements for specific topics have been made on the basis of state and international comparisons and the collective experience and collective professional judgment of educators, researchers and mathematicians. One promise of common state standards is that over time they will allow research on learning progressions to inform and improve the design of standards to a much greater extent than is possible today. Learning opportunities will continue to vary across schools and school systems, and educators should make every effort to meet the needs of individual students based on their current understanding.

Note on Ordering of Topics within a Grade. These standards do not dictate curriculum. In particular, just because topic A appears before topic B in the standards for a given grade, it does not necessarily mean that topic A must be taught before topic B. A teacher might prefer to teach topic B before topic A, or might choose to highlight connections by teaching topic A and topic B at the same time. Or, a teacher might prefer to teach a topic of his or her own choosing that leads, as a byproduct, to students reaching the standards for topics A and B.

Overview of the Mathematics Standards Grades K–5

This table shows the domains and clusters in each grade K–5

	<i>K</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
Number— Counting and Cardinality	<ul style="list-style-type: none"> Number names Counting to tell the number of objects Comparing and ordering numbers 					
Number— Operations and the Problems They Solve	<ul style="list-style-type: none"> Composing and decomposing numbers; addition and subtraction 	<ul style="list-style-type: none"> Addition and subtraction Describing situations and solving problems with addition and subtraction 	<ul style="list-style-type: none"> Addition and subtraction Describing situations and solving problems with addition and subtraction 	<ul style="list-style-type: none"> Multiplication and division Describing situations and solving problems with multiplication and division 	<ul style="list-style-type: none"> Multiplication and Division Problem solving with the four operations 	
Number— Base Ten	<ul style="list-style-type: none"> Two-digit numbers Composing and decomposing ten 	<ul style="list-style-type: none"> Numbers up to 100 Adding and subtracting in base ten 	<ul style="list-style-type: none"> Numbers up to 1000 Adding and subtracting in base ten 	<ul style="list-style-type: none"> Numbers up to 10,000 Adding and subtracting in base ten Multiplying and dividing in base ten 	<ul style="list-style-type: none"> Numbers up to 100,000 Multiplying and dividing in base ten 	<ul style="list-style-type: none"> Whole numbers in base ten Decimal concepts Operations on decimals
Number— Fractions				<ul style="list-style-type: none"> Fractions as representations of numbers Fractional quantities 	<ul style="list-style-type: none"> Operations on fractions Decimal concepts 	<ul style="list-style-type: none"> Fraction equivalence Operations on fractions
Measurement and Data	<ul style="list-style-type: none"> Direct measurement Representing and interpreting data 	<ul style="list-style-type: none"> Length measurement Time measurement Representing and interpreting data 	<ul style="list-style-type: none"> Length measurement Time and money Representing and interpreting data 	<ul style="list-style-type: none"> The number line and units of measure Perimeter and area Representing and interpreting data 	<ul style="list-style-type: none"> The number line and units of measure Perimeter and area Angle measurement Representing and interpreting data 	<ul style="list-style-type: none"> Units of measure Volume Representing and interpreting data
Geometry	<ul style="list-style-type: none"> Shapes, their attributes, and spatial reasoning 	<ul style="list-style-type: none"> Shapes, their attributes, and spatial reasoning 	<ul style="list-style-type: none"> Shapes, their attributes, and spatial reasoning 	<ul style="list-style-type: none"> Properties of 2-dimensional shapes Structuring rectangular shapes 	<ul style="list-style-type: none"> Lines and angles Line symmetry 	<ul style="list-style-type: none"> Coordinates Plane figures

Overview of the Mathematics Standards Grades 6–8

This table shows the domains and clusters in each grade 6–8.

	Grade		
	6	7	8
Ratios and Proportional Relationships	<ul style="list-style-type: none"> • Ratios • Unit rates 	<ul style="list-style-type: none"> • Analyzing proportional relationships • Percent 	
The Number System	<ul style="list-style-type: none"> • Operations • The system of rational numbers 	<ul style="list-style-type: none"> • The system of rational numbers • The system of real numbers 	<ul style="list-style-type: none"> • The system of real numbers
Expressions and Equations	<ul style="list-style-type: none"> • Expressions • Quantitative relationships and the algebraic approach to problems 	<ul style="list-style-type: none"> • Expressions • Quantitative relationships and the algebraic approach to solving problems 	<ul style="list-style-type: none"> • Slopes of lines in the coordinate plane • Linear equations and systems
Functions			<ul style="list-style-type: none"> • Function concepts • Functional relationships between quantities
Geometry	<ul style="list-style-type: none"> • Properties of area, surface area, and volume 	<ul style="list-style-type: none"> • Congruence and similarity • Angles 	<ul style="list-style-type: none"> • Congruence and similarity • The Pythagorean Theorem • Plane and solid geometry
Statistics and Probability	<ul style="list-style-type: none"> • Variability and measures of center • Summarizing and describing distributions 	<ul style="list-style-type: none"> • Situations involving randomness • Random sampling to draw inferences about a population • Comparative inferences about two populations 	<ul style="list-style-type: none"> • Patterns of association in bivariate data

Mathematics | Kindergarten

In Kindergarten, instructional time should focus on two critical areas: (1) representing, comparing and ordering whole numbers and joining and separating sets; (2) describing shapes and space. More learning time in Kindergarten should be devoted to number than to other topics.

(1) Students use numbers, including written numerals, to represent quantities and to solve quantitative problems, such as counting objects in a set; creating a set with a given number of objects; comparing and ordering sets or numerals; and modeling simple joining and separating situations with objects. They choose, combine, and apply effective strategies for answering quantitative questions, including quickly recognizing the cardinalities of small sets of objects, counting and producing sets of given sizes, counting the number of objects in combined sets, or counting the number of objects that remain in a set after some are taken away.

(2) Students describe their physical world using geometric ideas (e.g., shape, orientation, spatial relations) and vocabulary. They identify, name, and describe basic shapes, such as squares, triangles, circles, rectangles, (regular) hexagons, and (isosceles) trapezoids, presented in a variety of ways (e.g., with different sizes or orientations), as well as three-dimensional shapes such as spheres, cubes, and cylinders. They use basic shapes and spatial reasoning to model objects in their environment and to construct more complex shapes.

Number names

1. Say the number name sequence to 100.
2. Know the ~~decade words~~ to ninety and recite them in order (“ten, twenty, thirty, ...”).
3. Say the number name sequence forward or backward beginning from a given number within the known sequence (instead of always beginning at 1).
4. Write numbers from 1 to 20 in base-ten notation.

Counting to tell the number of objects

5. Count to answer “how many?” questions about as many as 20 things. *Objects may be arranged in a line, a rectangular array, a circle, or a scattered configuration.*
6. Understand that when counting objects,
 - a. The number names are said in the standard order.
 - b. Each object is paired with one and only one number name.
 - c. The last number name said tells the number of objects counted.
7. Understand that when counting forward, each successive number name refers to a quantity that is 1 larger.

Comparing and ordering numbers

8. Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group, e.g., by using matching and counting strategies. *Include groups with up to ten objects.*
9. Compare and put in order numbers between 1 and 10 presented in written symbols: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

Number—Operations and the Problems They Solve

Composing and decomposing numbers; addition and subtraction

1. Understand addition as putting together—e.g., finding the number of objects in a group formed by putting two groups together. Understand subtraction as taking apart—e.g., finding the number of objects left when a one group is taken from another.
2. Represent addition and subtraction with objects, fingers, mental images, drawings, sounds (e.g., claps), acting out situations, verbal explanations, expressions, or equations. *Note that drawings need not show details, but should show the mathematics in the problem. (This note also applies wherever drawings are mentioned in subsequent standards.)*
3. *Decompose numbers less than or equal to 10 into pairs in various ways, e.g., using objects or drawings, and record each decomposition by a drawing or equation (e.g., $5 = 2 + 3$). Compose numbers whose sum is less than or equal to 10, e.g., using objects or drawings, and record each composition by a drawing or equation (e.g., $3 + 1 = 4$).*
4. Compose and decompose numbers less than or equal to 10 in two different ways, and record compositions and decompositions by drawings or equations. *For example, 7 might be composed or decomposed in two different ways by a drawing showing how a group of 2 and a group of 5 together make the same number as do a group of 3 and a group of 4.*
5. *Understand that addition and subtraction are related. *For example, when a group of 9 is decomposed into a group of 6 and a group of 3, this means not only $9 = 6 + 3$ but also $9 - 3 = 6$ and $9 - 6 = 3$.*
6. *Solve addition and subtraction word problems, and calculate additions and subtractions within 10, e.g., using objects or drawings to represent the problem.
7. Fluently add and subtract, for sums and minuends of 5 or less.

Number—Base Ten

Two-digit numbers

1. Understand that 10 can be thought of as a bundle of ones—a unit called a “ten.”
2. Understand that a ~~teen number~~ is composed of a ten and one, two, three, four, five, six, seven, eight, or nine ones.
3. Compose and decompose teen numbers into a ten and some ones, e.g., by using objects or drawings, and record the compositions and decompositions in base-ten notation. *For example, $10 + 8 = 18$ and $14 = 10 + 4$.*
4. Put in order numbers presented in base-ten notation from 1 to 20 (inclusive), and be able to explain the reasoning.
5. Understand that a ~~decade word~~ refers to one, two, three, four, five, six, seven, eight, or nine tens.
6. Understand that the two digits of a two-digit number represent amounts of tens and ones. *In 29, for example, the 2 represents two tens and the 9 represents nine ones.*

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Composing and decomposing ten

7. Decompose 10 into pairs of numbers, e.g., by using objects or drawings, and record each decomposition with a drawing or equation.
8. Compose numbers to make 10, e.g., by using objects or drawings, and record each composition with a drawing or equation.
9. *For any number from 1 to 9, find the number that makes 10 when added to the given number, e.g., by using objects or drawings, and record the answer with a drawing or equation.

Measurement and Data

K-MD

Direct measurement

1. Understand that objects have measurable attributes, such as length or weight. A single object might have several measurable attributes of interest.
2. Directly compare two objects with a measurable attribute in common, to see which object has “more of” the attribute. *For example, directly compare the heights of two books and identify which book is taller.*

Representing and interpreting data

3. Classify objects or people into given categories; count the numbers in each category and sort the categories by count. *Limit category counts to be less than or equal to 10.*

Geometry

K-G

Shapes, their attributes, and spatial reasoning

1. Describe objects in the environment using names of shapes, and describe the relative positions of these objects using terms such as *above*, *below*, *beside*, *in front of*, *behind*, and *next to*.
2. Understand that names of shapes apply regardless of the orientation or overall size of the shape. *For example, a square in any orientation is still a square. Students may initially need to physically rotate a shape until it is “level” before they can correctly name it.*
3. Understand that shapes can be two-dimensional (lying in a plane, “flat”) or three-dimensional (“solid”).
4. Understand that shapes can be seen as having parts, such as sides and vertices (“corners”), and that shapes can be put together to compose other shapes.
5. Analyze and compare a variety of two- and three-dimensional shapes, in different sizes and orientations, using informal language to describe their similarities, differences, component parts (e.g., number of sides and vertices) and other attributes (e.g., having sides of equal length).
6. Combine two- or three-dimensional shapes to solve problems such as deciding which puzzle piece will fit into a place in a puzzle.

Mathematics | Grade 1

In Grade 1, instructional time should focus on four critical areas: (1) developing understanding of addition, subtraction, and strategies for additions and subtractions within 20; (2) developing understanding of whole number relationships, including grouping in tens and ones, (3) developing understanding of linear measurement and measuring lengths, and (4) composing and decomposing geometric shapes.

(1) Students develop strategies for adding and subtracting whole numbers based on their prior work with small numbers. They use a variety of models, including discrete objects and length-based models (e.g., cubes connected to form lengths), to model “put together/take apart,” “add to,” “take from,” and “compare” situations to develop meaning for the operations of addition and subtraction, and to develop strategies to solve arithmetic problems with these operations. Students understand connections between counting and addition and subtraction (i.e., adding two is the same as counting on two). They use properties of addition (commutativity and associativity) to add whole numbers and to create and use increasingly sophisticated strategies based on these properties (e.g., “making tens”) to solve addition and subtraction problems within 20. By comparing a variety of solution strategies, children build their understanding of the inverse relationship between addition and subtraction.

(2) Students compare and order whole numbers (at least to 100), to develop understanding of and solve problems involving their relative sizes. They think of whole numbers between 10 and 100 in terms of tens and ones (especially recognizing the numbers 11 to 19 as composed of a ten and some ones). They understand the sequential order of the counting numbers and their relative magnitudes through activities such as representing numbers on paths of numbered things.

(3) Students develop an understanding of the meaning and processes of measurement, including underlying concepts such as partitioning (the mental activity of decomposing the length of an object into equal-sized units) and transitivity (e.g., in terms of length, if object A is longer than object B and object B is longer than object C, then object A is longer than object C). They understand linear measure as an iteration of units, and use rulers and other measurement tools with that understanding.

(4) Students compose and decompose plane and solid figures (e.g., put two congruent isosceles triangles together to make a rhombus), building understanding of part-whole relationships as well as the properties of the original and composite shapes. As they combine solid and plane figures, they recognize them from different perspectives and orientations, describe their geometric attributes, and determine how they are alike and different, to develop the background for measurement and for initial understandings of properties such as congruence and symmetry.

Addition and subtraction

1. *Understand the properties of addition.
 - a. Addition is **commutative**. For example, if 3 cups are added to a stack of 8 cups, then the total number of cups is the same as when 8 cups are added to a stack of 3 cups; that is, $8 + 3 = 3 + 8$.
 - b. Addition is **associative**. For example, $4 + 3 + 2$ can be found by first adding $4 + 3 = 7$ then adding $7 + 2 = 9$, or by first adding $3 + 2 = 5$ then adding $4 + 5 = 9$.
 - c. 0 is the additive identity.
2. *Explain and justify properties of addition and subtraction, e.g., by using representations such as objects, drawings, and story contexts. Explain what happens when:
 - a. The order of addends in a sum is changed in a sum with two addends.
 - b. 0 is added to a number.
 - c. A number is subtracted from itself.
 - d. One addend in a sum is increased by 1 and the other addend is decreased by 1. *Limit to two addends.*
3. *Understand that addition and subtraction have an inverse relationship. For example, if $8 + 2 = 10$ is known, then $10 - 2 = 8$ and $10 - 8 = 2$ are also known.
4. *Understand that when all but one of three numbers in an addition or subtraction equation are known, the unknown number can be found. *Limit to cases where the unknown number is a whole number.*
5. Understand that addition can be recorded by an expression (e.g., $6 + 3$), or by an equation that shows the sum (e.g., $6 + 3 = 9$). Likewise, subtraction can be recorded by an expression (e.g., $9 - 5$), or by an equation that shows the difference (e.g., $9 - 5 = 4$).

Describing situations and solving problems with addition and subtraction

6. Understand that addition and subtraction apply to situations of adding-to, taking-from, putting together, taking apart, and comparing. See *Glossary, Table 1*.
7. *Solve word problems involving addition and subtraction within 20, e.g., by using objects, drawings and equations to represent the problem. *Students should work with all of the addition and subtraction situations shown in the Glossary, Table 1, solving problems with unknowns in all positions, and representing these situations with equations that use a symbol for the unknown (e.g., a question mark or a small square). Grade 1 students need not master the more difficult problem types.*
8. Solve word problems involving addition of three whole numbers whose sum is less than or equal to 20.

Number—Base Ten**Numbers up to 100**

1. Read and write numbers to 100.
2. Starting at any number, count to 100 or beyond.
3. Understand that when comparing two-digit numbers, if one number has more tens, it is greater; if the amount of tens is the same in each number, then the number with more ones is greater.
4. Compare and order two-digit numbers based on meanings of the tens and ones digits, using $>$ and $<$ symbols to record the results of comparisons.

Adding and subtracting in base ten

5. Calculate mentally, additions and subtractions within 20.
 - a. Use strategies that include **counting on**; making ten (for example, $7 + 6 = 7 + 3 + 3 = 10 + 3 = 13$); and decomposing a number (for example, $17 - 9 = 17 - 7 - 2 = 10 - 2 = 8$).
6. Demonstrate fluency in addition and subtraction within 10.
7. Understand that in adding or subtracting two-digit numbers, one adds or subtracts like units (tens and tens, ones and ones) and sometimes it is necessary to compose or decompose a higher value unit.
8. Given a two-digit number, mentally find 10 more or 10 less than the number, without having to count.
9. Add one-digit numbers to two-digit numbers, and add multiples of 10 to one-digit and two-digit numbers.
10. Explain addition of two-digit numbers using concrete models or drawings to show composition of a ten or a hundred.
11. *Add two-digit numbers to two-digit numbers using strategies based on place value, properties of operations, and/or the inverse relationship between addition and subtraction; explain the reasoning used.

Length measurement

1. Order three objects by length; compare the length of two objects indirectly by using a third object.
2. Understand that the length of an object can be expressed numerically by using another object as a length unit (such as a paper-clip, yardstick, or inch length on a ruler). The object to be measured is partitioned into as many equal parts as possible with the same length as the length unit. The length measurement of the object is the number of length units that span it with no gaps or overlaps. *For example, "I can put four paperclips end to end along the pencil, so the pencil is four paperclips long."*
3. Measure the length of an object by using another object as a length unit.

Time measurement

4. Tell time from analog clocks in hours and half- or quarter-hours.

Representing and interpreting data

5. Organize, represent, and interpret data with several categories; ask and answer questions about the total number of data points, how many in each category, and how many more or less are in one category than in another.

Geometry

Shapes, their attributes, and spatial reasoning

1. Distinguish between defining attributes (e.g., triangles are closed and three-sided) versus non-defining attributes (e.g., color, orientation, overall size) for a wide variety of shapes.
2. Understand that shapes can be joined together (composed) to form a larger shape or taken apart (decomposed) into a collection of smaller shapes. Composing multiple copies of some shapes creates tilings. *In this grade, "circles," "rectangles," and other shapes include their interiors as well as their boundaries.*
3. Compose two-dimensional shapes to create a unit, using cutouts of rectangles, squares, triangles, half-circles, and quarter-circles. Form new shapes by repeating the unit.
4. Compose three-dimensional shapes to create a unit, using concrete models of cubes, right rectangular prisms, right circular cones, and right circular cylinders. Form new shapes by repeating the unit. *Students do not need to learn formal names such as "right rectangular prism."*
5. Decompose circles and rectangles into two and four equal parts. Describe the parts using the words *halves*, *fourths*, and *quarters*, and using the phrases *half of*, *fourth of*, and *quarter of*. Describe the whole as two of, or four of the parts. Understand that decomposing into more equal shares creates smaller shares.
6. Decompose two-dimensional shapes into rectangles, squares, triangles, half-circles, and quarter-circles, including decompositions into equal shares.

Mathematics | Grade 2

In Grade 2, instructional time should focus on three critical areas: (1) developing understanding of base-ten notation; (2) developing fluency with additions and subtractions within 20 and fluency with multi-digit addition and subtraction; and (3) describing and analyzing shapes.

(1) Students develop an understanding of the base-ten system (at least to 1000). Their understanding of the base-ten system includes ideas of counting in units (twos, fives, and tens) and multiples of hundreds, tens, and ones, as well as number relationships, including comparing and ordering. They understand multi-digit numbers (up to 1000) written in base-ten notation, recognizing that the digits in each place represent thousands, hundreds, tens, or ones (e.g., 853 is 8 hundreds + 5 tens + 3 ones).

(2) Students use their understanding of addition to develop fluency with additions and subtractions within 20. They solve arithmetic problems by applying their understanding of models for addition and subtraction (such as combining or separating sets or using number lines that begin with zero), relationships and properties of numbers, and properties of addition. They develop, discuss, and use efficient, accurate, and generalizable methods to compute sums and differences of two-digit whole numbers. They select and accurately apply methods that are appropriate for the context and the numbers involved to mentally calculate sums and differences. They develop fluency with efficient procedures, including standard algorithms, for adding and subtracting whole numbers; understand and explain why the procedures work based on their understanding of base-ten notation and properties of operations; and use them to solve problems.

(3) Students describe and analyze shapes by examining their sides and angles. Students investigate, describe, and reason about decomposing and combining shapes to make other shapes. Through building, drawing, and analyzing two- and three-dimensional shapes, students develop a foundation for understanding attributes of two- and three-dimensional space such as area and volume, and properties such as congruence and symmetry that they will learn about in later grades.

Addition and subtraction

1. *Explain and justify properties of addition and subtraction, e.g., by using representations such as objects, drawings, and story contexts. Include properties such as:
 - a. Changing the order of addends does not change their sum.
 - b. Subtracting one addend from a sum of two numbers results in the other addend.
 - c. If more is subtracted from a number, the difference is decreased, and if less is subtracted the difference is increased.
 - d. In an addition equation, each addend can be decomposed and the parts can be recombined in any order without changing the sum. *For example, $5 + 3 = 8$. Because 5 decomposes as $4 + 1$, the first addend can be replaced by $4 + 1$, yielding $(4 + 1) + 3 = 8$. Recombining in two different orders: $4 + 4 = 8$, also $7 + 1 = 8$.*

Describing situations and solving problems with addition and subtraction

2. *Solve word problems involving addition and subtraction within 100, e.g., by using drawings or equations to represent the problem. *Students should work with all of the addition and subtraction situations shown in the Glossary, Table 1, solving problems with unknown sums, addends, differences, minuends, and subtrahends, and representing these situations with equations that use a symbol for the unknown (e.g., a question mark or a small square). Focus on the more difficult problem types.*
3. Solve two-step word problems involving addition and subtraction within 100, e.g., by using drawings or equations to represent the problem.

Number—Base Ten

Numbers up to 1000

1. Understand that 100 can be thought of as a bundle of tens—a unit called a “hundred.”
2. Read and write numbers to 1000 using base-ten notation, number names, and expanded form.
3. Count within 1000; skip count by 2s, 5s, 10s, and 100s.
4. Understand that when comparing three-digit numbers, if one number has more hundreds, it is greater; if the amount of hundreds is the same in each number, then the number with more tens is greater. If the amount of tens and hundreds is the same in each number, then the number with more ones is greater.
5. Compare and order three-digit numbers based on meanings of the hundreds, tens, and ones digits.

Adding and subtracting in base ten

6. Fluently add and subtract within 20. By end of Grade 2, know from memory sums of one-digit numbers.
7. Mentally compute sums and differences of multiples of 10. *For example, mentally calculate $130 - 80$.*
8. Understand that in adding or subtracting three-digit numbers, one adds or subtracts like units (hundreds and hundreds, tens and tens, ones and ones) and sometimes it is necessary to compose or decompose a higher value unit.
9. Given a number from 100 to 900, mentally find 10 more or 10 less than the number, and mentally find 100 more or 100 less than the number, without counting.
10. Understand that algorithms are predefined steps that give the correct result in every case, while strategies are purposeful manipulations that may be chosen for specific problems, may not have a fixed order, and may be aimed at converting one problem into another. *For example, one might mentally compute $503 - 398$ as follows: $398 + 2 = 400$, $400 + 100 = 500$, $500 + 3 = 503$, so the answer is $2 + 100 + 3$, or 105.*
11. *Compute sums and differences of one-, two-, and three-digit numbers using strategies based on place value, properties of operations, and/or the inverse relationship between addition and subtraction; explain the reasoning used.
12. *Explain why addition and subtraction strategies and algorithms work, using place value and the properties of operations. *Include explanations supported by drawings or objects. A range of reasonably efficient algorithms may be covered, not only the standard algorithm.*
13. Compute sums of two three-digit numbers, and compute sums of three or four two-digit numbers, using the standard algorithm; compute differences of two three-digit numbers using the standard algorithm.

Measurement and Data

Length measurement

1. Understand that 1 inch, 1 foot, 1 centimeter, and 1 meter are conventionally defined lengths used as standard units.
2. Measure lengths using measurement tools such as rulers, yardsticks and measuring tapes; understand that these tools are used to find out how many standard length units span an object with no gaps or overlaps, when the 0 mark of the tool is aligned with an end of the object.

3. Understand that when measuring a length, if a smaller unit is used, more copies of that unit are needed to measure the length than would be necessary if a larger unit were used.
4. Understand that units can be decomposed into smaller units, e.g., 1 foot can be decomposed into 12 inches and 1 meter can be decomposed into 100 centimeters. A small number of long units might compose a greater length than a large number of small units.
5. Understand that lengths can be compared by placing objects side by side, with one end lined up. The difference in lengths is how far the longer extends beyond the end of the shorter.
6. Understand that a sum of two whole numbers can represent a combination of two lengths; a difference of two whole numbers can represent a difference in length; find total lengths and differences in lengths using addition and subtraction.

Time and money

7. Find time intervals between hours in one day.
8. Solve word problems involving dollar bills, quarters, dimes, nickels and pennies. *Do not include dollars and cents in the same problem.*

Representing and interpreting data

9. Generate measurement data by measuring whole-unit lengths of several objects, or by making repeated measurements of the same object. Show the measurements by making a dot plot, where the horizontal scale is marked off in whole-number units.
10. Draw a picture graph and a bar graph (with single-unit scale) to represent a data set with several categories. Connect representations on bar graph scales, rulers, and number lines that begin with zero. Solve simple Put Together/Take Apart and Compare problems using information presented in a bar graph. *See Glossary, Table 1.*

Geometry

2-G

Shapes, their attributes, and spatial reasoning

1. Understand that different categories of shapes (e.g., rhombuses, trapezoids, rectangles, and others) can be united into a larger category (e.g., quadrilaterals) on the basis of shared attributes (e.g., having four straight sides).
2. Identify and name polygons of up to six sides by the number of their sides or angles.
3. Recognize rectangles, rhombuses, squares and trapezoids as examples of quadrilaterals; draw examples of quadrilaterals that do not belong to any of these subcategories.
4. Draw and identify shapes that have specific attributes, such as number of equal sides or number of equal angles. *Sizes of lengths and angles are compared directly or visually, not compared by measuring.*
5. Recognize objects as resembling spheres, right circular cylinders, and right rectangular prisms. *Students do not need to learn formal names such as “right rectangular prism.”*
6. Decompose circular and rectangular objects into two, three, or four equal parts. Describe the parts using the words *halves*, *thirds*, *half of*, *a third of*, etc.; describe the wholes as two halves, three thirds, four fourths. Recognize that a half, a third, or a fourth of a circular or rectangular object—a graham cracker, for example—is the same size regardless of its shape.

Mathematics | Grade 3

In Grade 3, instructional time should focus on four critical areas: (1) developing understanding of multiplication and division and strategies for multiplication and division within 100; (2) developing understanding of fractions, starting with unit fractions; (3) developing understanding of the structure of rectangular arrays and of area; and (4) describing and analyzing two-dimensional shapes. Multiplication, division, and fractions are the most important developments in Grade 3.

(1) Students develop an understanding of the meanings of multiplication and division of whole numbers through the use of representations such as equal-sized groups, arrays, area models, and equal jumps on number lines for multiplication; and successive subtraction, partitioning, and sharing for division. Through this process, numbers themselves take on new meaning and are no longer only counters for single objects. They represent groups, a number of groups (for example, 3 teams of 6 people), or a comparative factor (3 times as long).

Students use properties of operations to calculate products of whole numbers. They use increasingly sophisticated strategies based on these properties to solve multiplication and division problems involving single-digit factors. By comparing a variety of solution strategies, students learn the inverse relationship between multiplication and division.

(2) Students develop an understanding of a definition of a fraction, beginning with unit fractions. They use fractions to represent parts of a whole or distances on a number line that begins with zero. Students understand that the size of a fractional part is relative to the size of the whole (for example, $\frac{1}{4}$ of a mile is longer than $\frac{3}{4}$ of a foot, even though $\frac{1}{4} < \frac{3}{4}$), and they are able to use fractions to represent numbers equal to, less than, and greater than one. They solve problems that involve comparing and ordering fractions using by models or strategies based on noticing common numerators or denominators.

(3) Students recognize area as an attribute of two-dimensional regions. They understand that area can be quantified by finding the total number of same-size units of area required to cover the shape without gaps or overlaps. They understand that a 1-unit by 1-unit square is the standard unit for measuring area. Students understand that rectangular arrays can be decomposed into identical rows or into identical columns. By decomposing rectangles into rectangular arrays of squares, students connect area measure to the area model used to represent multiplication, and they use this connection to justify using multiplication to determine the area of a rectangle. Students contrast area with perimeter.

(4) Students describe, analyze, and compare properties of two-dimensional shapes. They compare and classify the shapes by their sides and angles, and connect these with definitions of shapes. Students investigate, describe, and reason about decomposing and combining polygons to make other polygons. Through building, drawing, and analyzing two-dimensional shapes, students deepen their understanding of attributes and properties of two-dimensional objects.

Multiplication and division

- Understand that multiplication of whole numbers is repeated addition. *For example, 5×7 means 7 added to itself 5 times. Products can be represented by rectangular arrays, with one factor the number of rows and the other the number of columns.*
- ✧ Understand the properties of multiplication.
 - Multiplication is commutative. *For example, the total number in 3 groups with 6 things each is the same as the total number in 6 groups with 3 things each, that is, $3 \times 6 = 6 \times 3$.*
 - Multiplication is associative. *For example, $4 \times 3 \times 2$ can be calculated by first calculating $4 \times 3 = 12$ then calculating $12 \times 2 = 24$, or by first calculating $3 \times 2 = 6$ then calculating $4 \times 6 = 24$.*
 - 1 is the multiplicative identity.
 - Multiplication distributes over addition (the distributive property). *For example, $5 \times (3 + 4) = (5 \times 3) + (5 \times 4)$.*
- ✧ Explain and justify properties of multiplication and division, e.g., by using representations such as objects, drawings, and story contexts. Include properties such as:
 - Changing the order of two factors does not change their product.
 - The product of a number and 1 is the number.
 - Dividing a nonzero number by itself yields 1.
 - Multiplying a quantity by a nonzero number, then dividing by the same number, yields the original quantity.
 - When one factor in a product is multiplied by a number and another factor divided by the same number, the product is unchanged. *Limit to multiplying and dividing by numbers that result in whole-number quotients.*
 - Products where one factor is a one-digit number can be computed by decomposing one factor as the sum of two numbers, multiplying each number by the other factor, and adding the two products.
- ✧ Understand that multiplication and division have an inverse relationship. *For example, if $5 \times 7 = 35$ is known, then $35 \div 5 = 7$ and $35 \div 7 = 5$ are also known. The division $35 \div 5$ means the number which yields 35 when multiplied by 5; because $5 \times 7 = 35$, then $35 \div 5 = 7$.*
- ✧ Understand that when all but one of three numbers in a multiplication or division equation are known, the unknown number can be found. *Limit to cases where the unknown number is a whole number.*

Describing situations and solving problems with multiplication and division

- Understand that multiplication and division apply to situations with equal groups, arrays or area, and comparing. *See Glossary, Table 2.*
- ✧ Solve word problems involving multiplication and division within 100, using an equation with a symbol for the unknown to represent the problem. *This standard is limited to problems with whole-number quantities and whole-number quotients. Focus on situations described in the Glossary, Table 2.*
- ✧ Solve one- or two-step word problems involving the four operations. *This standard is limited to problems with whole-number quantities and whole-number quotients.*
- Understand that multiplication and division can be used to compare quantities (see Glossary, Table 2); solve multiplicative comparison problems with whole numbers (problems involving the notion of “times as much”).

Number—Base Ten**Numbers up to 10,000**

- Understand that 1000 can be thought of as a bundle of hundreds—a unit called a “thousand.”
- Read and write numbers to 10,000 using base-ten notation, number names, and expanded form.
- Count within 10,000; skip count by 10s, 100s and 1000s.
- Understand that when comparing four-digit numbers, if one number has more thousands, it is greater; if the amount of thousands is the same in each number, then the number with more hundreds is greater; and so on. Compare and order four-digit numbers based on meanings of the digits.

Adding and subtracting in base ten

- Mentally calculate sums and differences of multiples of 10, 100, and 1000. *For example, mentally calculate $1300 - 800$*
- Given a number from 1000 to 9000, mentally find 100 more or 100 less than the number, and mentally find 1000 more or 1000 less than the number, without counting.

Multiplying and dividing in base ten

7. *Understand that the distributive property is at the heart of strategies and algorithms for multiplication and division computations with numbers in base-ten notation; use the distributive property and other properties of operations to explain patterns in the multiplication table and to derive new multiplication and division equations from known ones. *For example, the distributive property makes it possible to multiply 4×7 by decomposing 7 as $5 + 2$ and using $4 \times 7 = 4 \times (5 + 2) = (4 \times 5) + (4 \times 2) = 20 + 8 = 28$.*
8. Fluently multiply one-digit numbers by 10.
9. Use a variety of strategies for multiplication and division within 100. By end of Grade 3, know from memory products of one-digit numbers where one of the factors is 2, 3, 4, or 5.

Number—Fractions

3-NF

Fractions as representations of numbers

1. Understand that a unit fraction corresponds to a point on a number line. *For example, $1/3$ represents the point obtained by decomposing the interval from 0 to 1 into three equal parts and taking the right-hand endpoint of the first part. In Grade 3, all number lines begin with zero.*
2. Understand that fractions are built from unit fractions. *For example, $5/4$ represents the point on a number line obtained by marking off five lengths of $1/4$ to the right of 0.*
3. Understand that two fractions are equivalent (represent the same number) when both fractions correspond to the same point on a number line. Recognize and generate equivalent fractions with denominators 2, 3, 4, and 6 (e.g., $1/2 = 2/4$, $4/6 = 2/3$), and explain the reasoning.
4. Understand that whole numbers can be expressed as fractions. *Three important cases are illustrated by the examples $1 = 4/4$, $6 = 6/1$, and $7 = (4 \times 7)/4$. Expressing whole numbers as fractions can be useful for solving problems or making calculations.*

Fractional quantities

5. Understand that fractions apply to situations where a whole is decomposed into equal parts; use fractions to describe parts of wholes. *For example, to show $1/3$ of a length, decompose the length into 3 equal parts and show one of the parts.*
6. Compare and order fractional quantities with equal numerators or equal denominators, using the fractions themselves, tape diagrams, number line representations, and area models. Use $>$ and $<$ symbols to record the results of comparisons.

Measurement and Data

3-MD

The number line and units of measure

1. Understand that a number line has an origin (0) and a unit (1), with whole numbers one unit distance apart. Use number lines to represent problems involving distances, elapsed time, amounts of money and other quantities. *In such problems, the interval from 0 to 1 may represent a unit of distance, time, money, etc.*
2. Understand that a unit of measure can be decomposed into equal-sized parts, whose sizes can be represented as fractions of the unit. Convert measurements in one unit to measurements in a smaller or a larger unit, and solve problems involving such mixed units (e.g., feet and inches, weeks and days).

Perimeter and area

3. Understand and use concepts of area measurement.
 - a. A square with side length 1 unit, called “a unit square,” is said to have “one square unit” of area, and can be used to measure area.
 - b. A plane figure which can be covered without gaps or overlaps by n unit squares has an area of n square units. Areas of some other figures can be measured by using fractions of unit squares or using figures whose areas have been found by decomposing other figures.
 - c. When measuring an area, if a smaller unit of measurement is used, more units must be iterated to measure the area in those units.
 - d. Determine and compare areas by counting square units. *Use cm^2 , m^2 , in^2 , ft^2 , and improvised units.*
4. Understand that multiplication of whole numbers can be represented by area models; a rectangular region that is a length units by b length units (where a and b are whole numbers) and tiled with unit squares illustrates why the rectangle encloses an area of $a \times b$ square units.
5. Solve problems involving perimeters of polygons.
 - a. Add given side lengths, and multiply for the case of equal side lengths.
 - b. *Find an unknown length of a side in a polygon given the perimeter and all other side lengths; represent these problems with equations involving a letter for the unknown quantity.
 - c. Exhibit rectangles with the same perimeter and different area, and with the same area and different perimeter.

Representing and interpreting data

6. Draw a scaled picture graph and a scaled bar graph to represent a data set with several categories. Solve one- and two-step “how many more” and “how many less” problems using information presented in scaled bar graphs. *Include single-unit scales and multiple-unit scales; for example, each square in the bar graph might represent 1 pet, 5 pets, or 10 pets.*
7. Generate measurement data by measuring lengths using rulers marked with halves and fourths of an inch. Show the data by making a dot plot, where the horizontal scale is marked off in appropriate units—whole numbers, halves, or quarters.

Geometry

3-G

Properties of 2-dimensional shapes

1. Understand that a given category of plane figures (e.g., triangles) has subcategories (e.g., isosceles triangles) defined by special properties.
2. Describe, analyze, compare and classify two-dimensional shapes by their properties and connect these properties to the classification of shapes into categories and subcategories (e.g., squares are “special rectangles” as well as “special rhombuses”). *Focus on triangles and quadrilaterals.*

Structuring rectangular shapes

3. Understand that rectangular regions can be tiled with squares in rows and columns, or decomposed into such arrays.
4. Structure a rectangular region spatially by decomposing it into rows and columns of squares. Determine the number of squares in the region using that spatial structure (e.g., by multiplication or skip counting).
5. Understand that shapes can be decomposed into parts with equal areas; the area of each part is a unit fraction of the whole. *For example, when a shape is partitioned into 4 parts with equal area, the area of each part is $\frac{1}{4}$ of the area of the shape.*

Mathematics | Grade 4

In Grade 4, instructional time should focus on four critical areas: (1) continuing to develop understanding and fluency with whole number multiplication, and developing understanding of multi-digit whole number division; (2) developing an understanding of addition and subtraction of fractions with like denominators, multiplication of fractions by whole numbers, and division of whole numbers with fractional answers; (3) developing an understanding of area; and (4) understanding that geometric figures can be analyzed and classified using properties such as having parallel sides, perpendicular sides, particular angle measures, and symmetry.

(1) Students use understandings of multiplication to develop fluency with multiplication and division within 100. They apply their understanding of models for multiplication (equal-sized groups, arrays, area models, equal intervals on a number line), place value, and properties of operations, in particular the distributive property, as they develop, discuss, and use efficient, accurate, and generalizable methods to compute products of multi-digit whole numbers. Depending on the numbers and the context, they select and accurately apply appropriate methods to estimate products or mentally calculate products. They develop fluency with efficient procedures, including the standard algorithm, for multiplying whole numbers; understand and explain why the procedures work based on place value and properties of operations; and use them to solve problems. Students apply their understanding of models for division, place value, properties of operations, and the relationship of division to multiplication as they develop, discuss, and use efficient, accurate, and generalizable procedures to find quotients involving multi-digit dividends. They select and accurately apply appropriate methods to estimate quotients and mentally calculate quotients, depending upon the context and the numbers involved.

(2) Students develop understanding of operations with fractions. They apply their understandings of fractions as built from unit fractions, and use fraction models to represent the addition and subtraction of fractions with like denominators. Students use the meaning of fractions and the meaning of multiplication to understand and explain why the procedure for multiplying a fraction by a whole number makes sense. They understand and explain the connection between division and fractions.

(3) Students develop their understanding of area. They understand and apply the area formula for rectangles and also find areas of shapes that can be decomposed into rectangles. They select appropriate units, strategies (e.g., decomposing shapes), and tools for solving problems that involve estimating and measuring area.

(4) Students describe, analyze, compare, and classify two-dimensional shapes. Through building, drawing, and analyzing two-dimensional shapes, students deepen their understanding of properties of two-dimensional objects and the use of them to solve problems involving symmetry.

Multiplication and division

- Find the factor pairs for a given whole number less than or equal to 100; recognize prime numbers as numbers greater than 1 with exactly one factor pair. *Example: The factor pairs of 42 are {42, 1}, {21, 2}, {14, 3}, {7, 6}.*

Problem solving with the four operations

- ✧ Solve multistep word problems involving the four operations with whole numbers.
- ✧ Solve problems posed with both whole numbers and fractions. Understand that while quantities in a problem might be described with whole numbers, fractions, or decimals, the operations used to solve the problem depend on the relationships between the quantities regardless of which number representations are involved.
- Assess the reasonableness of answers using mental computation and estimation strategies including rounding to the nearest 10 or 100.

Number—Base Ten**Numbers up to 100,000**

- Understand that a digit in one place represents ten times what it represents in the place to its right. *For example, 7 in the thousands place represents 10 times as many as 7 in the hundreds place.*
- Read, write and compare numbers to 100,000 using base-ten notation, number names, and expanded form.

Multiplying and dividing in base ten

- Understand how the distributive property and the expanded form of a multi-digit number can be used to calculate products of multi-digit numbers.
 - ✧ The product of a one-digit number times a multi-digit number is the sum of the products of the one-digit number with the summands in the expanded form of the multi-digit number. Illustrate this numerically and visually using equations, rectangular arrays, area models, and tape diagrams.
 - Algorithms for multi-digit multiplication can be derived and explained by writing multi-digit numbers in expanded form and applying the distributive property.
- Fluently multiply and divide within 100. By end of Grade 4, know from memory products of one-digit numbers where one of the factors is 6, 7, 8, or 9.
- Mentally calculate products of one-digit numbers and one-digit multiples of 10, 100, and 1000 (e.g., 7×6000). Mentally calculate whole number quotients with divisors of 10 and 100.
- Compute products and whole number quotients of two-, three- or four-digit numbers and one-digit numbers, and compute products of two two-digit numbers, using strategies based on place value, the properties of operations, and/or the inverse relationship between multiplication and division; explain the reasoning used.
- Explain why multiplication and division strategies and algorithms work, using place value and the properties of operations. *Include explanations supported by drawings, equations, or both. A range of reasonably efficient algorithms may be covered, not only the standard algorithms.*
- Compute products of two-digit numbers using the standard algorithm, and check the result using estimation.
- Given two whole numbers, find an equation displaying the largest multiple of one which is less than or equal to the other. *For example, given 325 and 7, the equation $325 = 46 \times 7 + 3$ shows the largest multiple of 7 less than or equal to 325.*

Number—Fractions**Operations on fractions**

- Understand addition of fractions:
 - Adding or subtracting fractions with the same denominator means adding or subtracting copies of unit fractions. *For example, $2/3 + 4/3$ is 2 copies of $1/3$ plus 4 copies of $1/3$, or 6 copies of $1/3$ in all, that is $6/3$.*
 - Sums of related fractions can be computed by replacing one with an equivalent fraction that has the same denominator as the other. *For example, the sum of the related fractions $2/3$ and $1/6$ can be computed by rewriting $2/3$ as $4/6$ and computing $4/6 + 1/6 = 5/6$.*
- Compute sums and differences of fractions with like denominators, add and subtract related fractions within 1 (e.g., $1/2 + 1/4$, $3/10 + 4/100$, $7/8 - 1/4$), and solve word problems involving these operations.
- ✧ Understand that the meaning of multiplying a fraction by a whole number comes from interpreting multiplication by a whole number as repeated addition. *For example, $3 \times 2/5 = 6/5$ because $3 \times 2/5 = 2/5 + 2/5 + 2/5 = 6/5$.*

4. Solve word problems that involve multiplication of fractions by whole numbers; represent multiplication of fractions by whole numbers using tape diagrams and area models that explain numerical results.
5. *Understand that fractions give meaning to the quotient of any whole number by any non-zero whole number. *For example, $3 \div 4 = 3/4$, because $3/4$ multiplied by 4 equals 3. (The division $3 \div 4$ means the number which yields 3 when multiplied by 4.)*
6. Solve word problems that involve non-whole number quotients of whole numbers; represent quotients of whole numbers using tape diagrams and area models that explain numerical results.

Decimal concepts

7. Understand that a two-digit decimal is a sum of fractions with denominators 10 and 100. *For example, 0.34 is $3/10 + 4/100$.*
8. Use decimals to hundredths to describe parts of wholes; compare and order decimals to hundredths based on meanings of the digits; and write fractions of the form $a/10$ or $a/100$ in decimal notation. *Use $>$ and $<$ symbols to record the results of comparisons.*

Measurement and Data

4-MD

The number line and units of measure

1. Understand that the unit length on a number line (interval from 0 to 1) can be divided into parts of equal fractional length. Draw number line representations of problem situations involving length, height, and distance including fractional or decimal units. *For example, show distances along a race course to tenths of a mile on a number line, by dividing the unit length into 10 equal parts to get parts of length $1/10$; the endpoint of the segment of $1/10$ length from 0 represents $1/10$ of a mile from the starting point of the race. In Grade 4, all numbers lines begin with zero.*

Perimeter and area

2. Understand that if a region is decomposed into several disjoint pieces, then the area of the region can be found by adding the areas of the pieces (when these areas are expressed in the same units).
3. *Apply the formulas for area of squares and rectangles. Measure and compute whole-square-unit areas of objects and regions enclosed by geometric figures which can be decomposed into rectangles. *Limit to situations requiring products of one-or two-digit numbers.*
4. *Find one dimension of a rectangle, given the other dimension and the area or perimeter; find the length of one side of a square, given the area or perimeter. Represent these problems using equations involving a letter for the unknown quantity.

Angle measurement

5. Understand what an angle is and how it is measured:
 - a. An angle is formed by two rays with a common endpoint.
 - b. An angle is measured by reference to a circle with its center at the common endpoint of the rays. The measure of an angle is based on the fraction of the circle between the points where the two rays intersect the circle.
 - c. A one-degree angle turns through $1/360$ of a circle, where the circle is centered at the common endpoint of its rays; the measure of a given angle is the number of one-degree angles turned with no gaps or overlaps.
6. Measure angles in whole-number degrees using a protractor; sketch angles of specified measure; *find the measure of a missing part of an angle, given the measure of the angle and the measure of a part of it, representing these problems with equations involving a letter for the unknown quantity.

Representing and interpreting data

7. Make a dot plot to display a data set of measurements in fractions of a unit ($1/2$, $1/4$, $1/8$). Solve problems involving addition and subtraction of fractions by using information presented in dot plots. *For example, from a dot plot find and interpret the difference in length between the longest and shortest specimens in an insect collection.*

Geometry

4-G

Lines and angles

1. Draw points, lines, line segments, rays, angles, and perpendicular and parallel lines; identify these in plane figures.
2. Identify right angles, and angles smaller than or greater than a right angle in geometric figures; recognize right triangles.
3. Classify shapes based on the presence or absence of parallel or perpendicular lines, or the presence or absence of angles of specified size.

Line symmetry

4. Understand that a line of symmetry for a geometric figure is a line across the figure such that the figure can be folded along the line into matching parts

5. Identify line-symmetric figures; given a horizontal or vertical line and a drawing that is not a closed figure, complete the drawing to create a figure that is symmetric with respect to the given line.

DRAFT

Mathematics | Grade 5

In Grade 5, instructional time should focus on four critical areas: (1) developing fluency with addition and subtraction of fractions, developing understanding of the multiplication of fractions and of division of fractions in limited cases (fractions divided by whole numbers and whole numbers divided by unit fractions); (2) developing understanding of and fluency with division of multi-digit whole numbers; (3) developing understanding of and fluency with addition, subtraction, multiplication, and division of decimals; and (4) developing understanding of volume.

(1) Students apply their understanding of fractions and fraction models to represent the addition and subtraction of fractions with unlike denominators as equivalent calculations with like denominators. They develop fluency in calculating sums and differences of fractions, and make reasonable estimates of them. Students also use the meaning of fractions, of multiplication and division, and the inverse relationship between multiplication and division to understand and explain why the procedures for multiplying and dividing fractions make sense. (Note: this is limited to the case of dividing fractions by whole numbers and whole numbers by unit fractions.)

(2) Students develop fluency with division of whole numbers; understand why procedures work based on the meaning of base-ten notation and properties of operations; and use these procedures to solve problems. Based on the context of a problem situation, they select the most useful form of the quotient for the answer and interpret it appropriately.

(3) Students apply their understandings of models for decimals, decimal notation, and properties of operations to compute sums and differences of finite decimals. They develop fluency in these computations, and make reasonable estimates of their results. Students use the relationship between decimals and fractions, as well as the relationship between finite decimals and whole numbers (i.e., a finite decimal multiplied by an appropriate power of 10 is a whole number), to understand and explain why the procedures for multiplying and dividing finite decimals make sense. They compute products and quotients of finite decimals efficiently and accurately.

(4) Students recognize volume as an attribute of three-dimensional space. They understand that volume can be quantified by finding the total number of same-size units of volume required to fill the space without gaps or overlaps. They understand that a 1-unit by 1-unit by 1-unit cube is the standard unit for measuring volume. They select appropriate units, strategies, and tools for solving problems that involve estimating and measuring volume. They decompose three-dimensional shapes and find volumes of right rectangular prisms by viewing them as decomposed into layers of arrays of cubes. They measure necessary attributes of shapes in order to determine volumes to solve problems.

Whole numbers in base ten

1. Compute quotients of two-, three-, and four-digit whole numbers and two-digit whole numbers using strategies based on place value, the properties of operations, and/or the inverse relationship between multiplication and division; explain the reasoning used.
2. Explain why division strategies and algorithms work, using place value and the properties of operations. *Include explanations supported by drawings, equations, or both. A range of reasonably efficient algorithms may be covered, not only the standard algorithm.*
3. Use the standard algorithm to compute quotients of two-, three- and four-digit whole numbers and two-digit whole numbers, expressing the results as an equation (e.g., $145 = 11 \times 13 + 2$ or $120 \div 7 = 17 \frac{1}{7}$).
4. Fluently add, subtract and multiply whole numbers using the standard algorithm for each operation.

Decimal concepts

5. Read, write, and compare numbers expressed as decimals. Understand that a digit in one place represents ten times what it represents in the place to its right. *For example, 7 in the hundredths place represents 10 times as many as 7 in the thousandths place.*
6. Round decimals (to hundredths) to the nearest whole number.
7. Write fractions in decimal notation for fractions with denominators 2, 4, 5, 8, 10, and 100.

Operations on decimals

8. Understand that in adding or subtracting finite decimals, one adds or subtracts like units (tenths and tenths, hundredths and hundredths, etc.) and sometimes it is necessary to compose or decompose a higher value unit.
9. Fluently find 0.1 more than a number and less than a number; 0.01 more than a number and less than a number; and 0.001 more than a number and less than a number, for numbers expressed as finite decimals.
10. Compute sums and differences of finite decimals by expressing the decimals as fractions and adding the fractions. *For example, $0.05 + 0.91 = 5/100 + 91/100 = 96/100$ or 0.96.*
11. Compute sums, differences, products, and quotients of finite decimals using strategies based on place value, the properties of operations, and/or the inverse relationships between addition and subtraction and between multiplication and division; explain the reasoning used. *For example, transform $1.5 \div 0.3$ into $15 \div 3 = 5$.*
12. Explain why strategies and algorithms for computations with finite decimals work. *Include explanations supported by drawings, equations, or both. A range of reasonably efficient algorithms may be covered, not only the standard algorithm.*
13. Use the standard algorithm for each of the four operations on decimals (to hundredths).
14. Solve word problems involving operations on decimals.

Number—Fractions

Fraction equivalence

1. *Understand fraction equivalence:
 - a. Multiplying the numerator and denominator of a fraction by the same nonzero whole number produces an equivalent fraction. *For example, $2/3 = (2 \times 4)/(3 \times 4) = 8/12$. ($1/3$ is 4 copies of $1/12$, so $2/3$ is 8 copies of $1/12$.)*
 - b. Equivalent fractions correspond to the same point on a number line. *In Grade 5, all numbers lines begin with zero.*
 - c. When the numerators of equivalent fractions are divided by their denominators, the resulting quotients are the same.
2. Identify pairs of equivalent fractions; given two fractions with unlike denominators, find two fractions with the same denominator and equivalent to each.
3. Compare and order fractions with like or unlike denominators, e.g., by finding equivalent fractions with the same denominator, and describe the sizes of fractional quantities from a context with reference to the context. *Compare using the fractions themselves, tape diagrams or number line representations, and area models.*

Operations on fractions

4. Understand that sums and differences of fractions with unlike denominators can be computed by replacing each with an equivalent fraction so that the resulting fractions have the same denominator. *For example, $2/3 + 5/4 = 8/12 + 15/12 = 23/12$.*
5. Compute sums and differences of fractions with like or unlike denominators, and solve word problems involving addition and subtraction of fractions. Estimate fraction sums and differences to assess the reasonableness of results.
6. * Understand that multiplying a fraction by a/b means taking a parts of a decomposition of the fraction into b equal parts. *For example, to multiply $2/3 \times 4/5 = 8/15$, one may decompose a whole of size $4/5$ into 3 equal parts; each part has size $4/15$. Two*

of these parts then make $8/15$, so $2/3 \times 4/5 = 8/15$. (In general, $a/b \times p/q = ap/bq$.) This standard includes multiplication of a whole number by a fraction, by writing the whole number as fraction with denominator 1.

7. Understand that the area of a rectangle with side lengths a/b and c/d is the product $a/b \times p/q$. This extends the area formula for rectangles to fractional side lengths, and also allows products of fractions to be represented visually as areas of rectangles.
8. *Explain and justify the properties of operations with fractions, e.g., by using equations, number line representations, area models, and story contexts.
9. Understand division of unit fractions by whole numbers and division of whole numbers by unit fractions:
 - a. Dividing a unit fraction $1/b$ by a whole number a results in a smaller unit fraction $1/a \times b$. For example, $1/3 \div 2 = 1/6$ because when $1/3$ is divided into 2 equal parts, the size of each part is $1/6$; a third of a pound of cheese shared between two people will give each person a sixth of a pound. (Using the inverse relationship between multiplication and division: $1/3 \div 2 = 1/6$ because $1/6 \times 2 = 1/3$.)
 - b. Dividing a whole number a by a unit fraction $1/b$ results in a greater whole number $a \times b$. For example, $2 \div 1/3 = 6$ because 6 is the number of $1/3$ s in 2; two pounds of cheese will make six portions of a third of a pound each. (Using the inverse relationship between multiplication and division: $2 \div 1/3 = 6$ because $6 \times 1/3 = 2$.)
10. Calculate products of fractions, and quotients of unit fractions and nonzero whole numbers (with either as divisor), and solve word problems involving these operations. Represent these operations using equations, area models and length models.
11. Understand that a mixed number such as $3 \frac{2}{5}$ represents the sum of a whole number and a fraction less than one. Because a whole number can be represented as a fraction ($3 = 3/1$), and the sum of two fractions is also a fraction, a mixed number also represents a fraction ($3 \frac{2}{5} = 3 + 2/5 = 15/5 + 2/5 = 17/5$). Write fractions as equivalent mixed numbers and vice versa.

Measurement and Data

5-MD

Units of measure

1. Understand that quantities expressed in like units can be added or subtracted giving a sum or difference with the same unit; different quantities may be multiplied to obtain a new kind of quantity (e.g., as when two lengths are multiplied to compute an area, or when an area and a length are multiplied to compute a volume).
2. Understand that when measuring a quantity, if a smaller unit is used, more units must be iterated to measure the quantity in those units.
3. Convert among different-sized standard measurement units within a given measurement system (e.g., feet to yards, centimeters to meters) and use conversion in solving multi-step word problems.

Volume

4. Understand concepts of volume measurement:
 - a. A cube with side length 1 unit (a unit cube) is said to have “one cubic unit” of volume, and can be used to measure volume.
 - b. The volume of a right rectangular prism with whole-unit side lengths can be found by packing it with unit cubes and using multiplication to count their number. For example, decomposing a right rectangular prism 3 length units wide by 5 units deep by 2 units tall shows that its volume is $3 \times 5 \times 2$ cubic units. The base of the prism has area 3×5 square units, so the volume can also be expressed as the height times the area of the base.
 - c. When measuring a volume, if a smaller unit is used, more units must be iterated to measure the volume in those units.
 - d. If a solid figure is decomposed into several disjoint pieces, then the volume enclosed by the figure can be found by adding the volumes of the pieces (when these volumes are expressed in the same units).
5. Decompose right rectangular prisms into layers of arrays of cubes; determine and compare volumes of right rectangular prisms, and objects well described as right rectangular prisms, by counting cubic units (using cm^3 , m^3 , in^3 , ft^3 , and improvised units).

Representing and interpreting data

6. Make a dot plot to display a data set of measurements in fractions of a unit ($1/2$, $1/4$, $1/8$). Use operations on fractions for this grade to solve problems involving information presented in dot plots. For example, given different measurements of liquid in identical beakers, find the amount of liquid each beaker would contain if the total amount in all the beakers were redistributed equally.

Geometry

5-G

Coordinates

STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

1. Understand that a pair of perpendicular number lines, called axes, defines a coordinate system.
 - a. Their intersection is called the origin, usually arranged to coincide with the 0 on each line.
 - b. A given point in the plane can be located by using an ordered pair of numbers, called its coordinates. The first number indicates how far to travel from the origin in the direction of one axis, the second number indicates how far to travel in the direction of the second axis.
 - c. To avoid ambiguity, conventions dictate that the names of the two axes and the coordinates correspond (e.g., x -axis and x -coordinate, y -axis and y -coordinate).
2. Graph points in the first quadrant of the coordinate plane, and identify the coordinates of graphed points. Where ordered pairs arise in a problem situation, interpret the coordinate values in the context of the situation.

Plane figures

3. Understand that properties belonging to a category of plane figures also belong to all subcategories of that category. *For example, all rectangles have four right angles and squares are rectangles, so all squares have four right angles.*
4. Classify plane figures in a hierarchy based on properties.

Mathematics | Grade 6

In Grade 6, instructional time should focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division; (2) developing understanding of and fluency with division of fractions and developing fluency with multiplication of fractions; (3) developing understanding of and using formulas to determine areas of two-dimensional shapes and distinguishing between volume and surface area of three-dimensional shapes; and (4) writing, interpreting, and using expressions and equations.

(1) Students use reasoning about multiplication and division with quantities to solve ratio and rate problems. By viewing equivalent ratios and rates as deriving from, and extending, pairs of rows (or columns) in the multiplication table, and by analyzing simple drawings that indicate the relative size of quantities, students extend whole number multiplication and division to ratios and rates. Thus students expand their repertoires of problems in which multiplication and division can be used to solve problems, and they build on their understanding of fractions to understand ratios. Students solve a wide variety of problems involving ratios and rates.

(2) Students use the meaning of fractions, the meanings of multiplication and division, and the inverse relationship between multiplication and division to understand and explain why the procedures for dividing fractions make sense. Students are able to add, subtract, multiply, and divide fractions fluently, and use these operations to solve problems, including multi-step problems and problems involving measurement.

(3) Students reason about relationships among shapes to determine area and surface area. They find areas of right triangles, other triangles, and special quadrilaterals by decomposing these shapes, rearranging or removing pieces, and relating the shapes to rectangles. Using these methods, students discuss, develop, and justify formulas for areas of triangles and parallelograms. Students find areas of polygons and surface areas of prisms and pyramids by decomposition into pieces whose area they can determine.

(4) Students write mathematical expressions and equations that correspond to given situations, they evaluate expressions, and they use expressions and formulas to solve problems. Students understand that a variable is a letter standing for a number, where the number is unknown, or where, for the purpose at hand, it can be any number in the domain of interest. Students understand that expressions in different forms can be equivalent, and they use the laws of arithmetic to rewrite expressions to represent a total quantity in a different way (such as to represent it more compactly or to feature different information). Students know that the solutions of an equation are the values of the variables that make the equation true. Students use properties of operations and the idea of maintaining the equality of both sides of an equation to solve simple one-step equations. Students construct and analyze tables, such as tables of quantities that are in equivalent ratios, and they use equations (such as $3x = y$) to describe relationships in a table.

Having represented and analyzed data in Grades K–5, students in Grade 6 begin a serious engagement with statistics. The study of variability in data distinguishes statistics from mathematics. Students beginning their study of variability must first recognize statistical questions as those that anticipate variability in the answers. From this conceptual beginning, they learn to describe and summarize distributions of data—an activity that goes beyond merely computing summary statistics to include assessing the shape of a distribution and considering other issues as described in the standards.

Ratios

1. Understand the concept of a ratio: Two quantities are said to be in a ratio of a to b when for every a units of the first quantity there are b units of the second. *For example, in a flock of birds, the ratio of wings to beaks might be 2 to 1; this ratio is also written 2:1. In Grade 6, limit to ratios of whole numbers.*
2. Make tables of equivalent ratios relating quantities with whole-number measurements, find missing values in the tables, and plot the pairs of values on the coordinate plane.
3. Solve for an unknown quantity in a problem involving two equal ratios.
4. Describe categorical data sets using ratios (e.g., for every vote candidate A received, candidate C received nearly three votes; the ratio of type O blood donors to type B blood donors was 9:2).

Unit rates

5. Understand that for a ratio $a:b$, the corresponding unit rate is a/b . If there are a units of the first quantity for every b units of the second, where $b \neq 0$, then there are a/b units of the first quantity for 1 unit of the second. *For example, if a recipe has a ratio of 3 cups of flour to 4 cups of sugar, then there is $3/4$ cup of flour for each cup of sugar.*
6. *Solve unit rate problems including unit pricing and constant speed, including reasoning with equations such as $d = r \times t$, $r = d/t$, $t = d \div r$.

The Number System

Operations

1. Understand that the properties of operations apply to, and can be used with, addition and multiplication of fractions.
2. Understand that division of fractions is defined by viewing a quotient as the solution for an unknown-factor multiplication problem. *For example, $(2/3) \div (5/7) = 14/15$ because $(5/7) \times (14/15) = (2/3)$.*
3. Solve word problems requiring arithmetic with fractions, using the properties of operations and converting between forms as appropriate; estimate to check reasonableness of answers.
4. Fluently divide whole numbers using the standard algorithm.

The system of rational numbers

5. Understand that a number is a point on the number line.
6. Understand that some quantities have opposite directions, such as elevation above and below sea level or money received and spent. These quantities can be described using positive and negative numbers.
7. Understand that number lines familiar from previous grades can be extended to represent negative numbers to the left of zero. *Number lines can also be vertically oriented, as when a coordinate system is formed. Then the conventional terms “to the right of 0” and “to the left of 0” conventionally become “above 0” and “below 0.”*
 - a. Two different numbers, such as 7 and -7 , that are equidistant from zero on a number line are said to be opposites of one another. The opposite of the opposite of a number is the number itself, e.g., $-(-3) = 3$. The opposite of 0 is 0.
 - b. The absolute value of a number q , written $|q|$, is its distance from zero, and is always positive or zero.
 - c. Fractions and their opposites form a system of numbers called the rational numbers, represented by points on a number line. Whole numbers and their opposites form the integers, which are contained in the rational numbers.
 - d. Previous ways of comparing positive numbers can be extended to the rational numbers. The statement $p > q$ means that p is located to the right of q on a number line, while $p < q$ means that p is located to the left of q on a number line. Comparisons can also be made by reasoning appropriately about signed quantities (e.g., $-3 > -7$ makes sense because -3°C is a higher temperature than -7°C). The way two numbers compare does not always agree with the way their absolute values compare; for example, $-3 > -7$, but $|-3| < |-7|$.
8. Find and position rational numbers, including integers, on a number line.
9. Use rational numbers to describe quantities such as elevation, temperature, account balance and so on. Compare these quantities, recording the results of comparisons using $>$ and $<$ symbols.
10. Graph points and identify coordinates of points on the coordinate plane in all four quadrants. Where ordered pairs arise in a problem situation, interpret the coordinate values in the context of the situation.

Expressions

1. Understand that an expression records operations with numbers or with letters standing for numbers. *For example, the expression $2 \cdot (8 + 7)$ records adding 8 and 7 then multiplying by 2; the expression $5 - y$ records subtracting y from 5. Focus on the operations of addition, subtraction, multiplication and division, with some attention to square or cube roots.*
2. Understand the use of variables in expressions and algebraic conventions:
 - a. A letter is used to stand for a number in an expression in cases where the number is unknown, or where, for the purpose at hand, it can be any number in a domain of interest. Such a letter is called a variable.
 - b. If a variable appears in an expression more than once (e.g., as in $t + 3t$), that variable is understood to refer to the same number in each instance.
 - c. The multiplication symbol can be omitted when writing products of two or more variables or of a number and a variable. *For example, the expressions xy and $2a$ indicate $x \times y$ and $2 \times a$, respectively.*
3. Describe the structure and elements of simple expressions using correct terminology (sum, term, product, factor, quotient, coefficient); describe an expression by viewing one or more of its parts as a single entity. *For example, describe the expression $2 \cdot (8 + 7)$ as a product of two factors, by viewing $(8 + 7)$ as a single entity. The second factor is itself a sum of two terms.*
4. Understand and generate equivalent expressions:
 - a. Understand that two expressions are equivalent if they name the same number regardless of which numbers the variables in them stand for. *For example, the expressions $x + 3$ and $4x$ are not equivalent, even though they happen to name the same number in the case when x stands for 1.*
 - b. Understand that applying the laws of arithmetic to an expression results in an equivalent expression. *For example, applying the distributive law to the expression $3 \cdot (2 + x)$ leads to the equivalent expression $6 + 3x$. Applying the distributive law to $y + y + y$ leads to the equivalent expression $y \times (1 + 1 + 1)$, i.e., $y \times 3$ and then the commutative law of multiplication leads to the equivalent expression $3y$.*
 - c. Generate equivalent expressions to reinterpret the meaning of an expression. *For example, $2t + 3t$ records the addition of twice a quantity to three times itself; applying the distributive law leads to the equivalent expression $5t$, so that the original expression can be reinterpreted as recording five times the quantity.*

Quantitative relationships and the algebraic approach to problems

5. Understand that an equation is a statement that two expressions are equal, and a solution to an equation is a replacement value of the variable (or replacement values for all the variables if there is more than one) that makes the equation true.
6. Using the idea of maintaining equality between both sides of the equation, solve equations of the form $x + p = q$ and $px = q$ for cases in which p , q and x are all nonnegative rational numbers.
7. Choose variables to represent quantities in a word problem, and construct simple expressions or equations to solve the problem by reasoning about the quantities.
8. Understand that a variable can be used to represent a quantity that can change, often in relationship to another changing quantity, and an equation can express one quantity, thought of as the dependent variable, in terms of other quantities, thought of as the independent variables; represent a relationship between two quantities using equations, graphs, and tables; translate between any two of these representations. *For example, describe the terms in a sequence $t = 3, 6, 9, 12, \dots$ of multiples of 3 by writing the equation $t = 3n$ for $n = 1, 2, 3, 4, \dots$*

Geometry

Properties of area, surface area, and volume

1. Understand that plane figures can be decomposed, reassembled, and completed into new figures; use this technique to derive area formulas.
2. Find the areas enclosed by right triangles, other triangles, special quadrilaterals, and polygons (by composing into rectangles or decomposing into triangles and other shapes).
3. Understand that three-dimensional figures can be formed by joining rectangles and triangles along their edges to enclose a solid region with no gaps or overlaps. The surface area is the sum of the areas of the enclosing rectangles and triangles.
4. Find the surface area of cubes, prisms and pyramids (include the use of nets to represent these figures).
5. Solve problems involving area, volume and surface area of objects.
6. Give examples of right rectangular prisms with the same surface area and different volumes, and with the same volume and different surface areas.

7. *Use exponents and symbols for square roots and cube roots to express the area of a square and volume of a cube in terms of their side lengths, and to express their side lengths in terms of their area or volume.

Statistics and Probability

6-SP

Variability and measures of center

1. Understand that a statistical question is one that anticipates variability in the data related to the question and accounts for it in the answers. *For example, “How old am I?” is not a statistical question, but “How old are the students in my school?” is a statistical question because one anticipates variability in students’ ages.*
2. Understand that a set of data generated by answers to a statistical question typically shows variability—not all of the values are the same—and yet often the values show an overall pattern, often with a tendency to cluster.
 - a. A measure of center for a numerical data set summarizes all of its values using a single number. The median is a measure of center in the sense that approximately half the data values are less than the median, while approximately half are greater. The mean is a measure of center in the sense that it is the value that each data point would take on if the total of the data values were redistributed fairly, and in the sense that it is the balance point of a data distribution shown on a dot plot.
 - b. A measure of variation for a numerical data set describes how its values vary using a single number. The interquartile range and the mean absolute deviation are both measures of variation.

Summarizing and describing distributions

3. Display numerical data in plots on a number line, including dot plots, histograms, and box plots.
4. Summarize numerical data sets, such as by:
 - a. Reporting the number of observations.
 - b. Describing the nature of the variable, including how it was measured and its units of measurement. *Data sets can include fractional values at this grade but not negative values.*
 - c. Describing center and variation, as well as describing any overall pattern and any striking deviations from the overall pattern.
5. Relate the choice of the median or mean as a measure of center to the shape of the data distribution being described and the context in which it is being used. Do the same for the choice of interquartile range or mean average deviation as a measure of variation. *For example, why are housing prices often summarized by reporting the median selling price, while students’ assigned grades are often based on mean homework scores?*

Mathematics | Grade 7

In Grade 7, instructional time should focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and solving linear equations; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence; and (4) drawing inferences about populations based on samples.

(1) Students extend their understanding of ratios and develop understanding of proportionality to solve single- and multi-step problems. Students use their understanding of ratios and proportionality to solve a wide variety of percent problems, including those involving discounts, interest, taxes, tips, and percent increase or decrease. Students solve problems about similar objects (including geometric figures) by using scale factors that relate corresponding lengths between the objects or by using the fact that relationships of lengths within an object are preserved in similar objects. Students graph proportional relationships and understand the unit rate informally as a measure of the steepness of the related line, called the slope. They distinguish proportional relationships from other relationships.

(2) Students develop a unified understanding of number, recognizing fractions, decimals, and percents as different representations of rational numbers. Students extend addition, subtraction, multiplication, and division and their properties to all rational numbers, including integers and numbers represented by complex fractions and negative fractions. By applying the laws of arithmetic, and by viewing negative numbers in terms of everyday contexts (e.g., amounts owed or temperatures below zero), students explain why the rules for adding, subtracting, multiplying, and dividing with negative numbers make sense. They use the arithmetic of rational numbers as they formulate and solve linear equations in one variable and use these equations to solve problems.

(3) Students use ideas about distance and angles, how they behave under dilations, translations, rotations and reflections, and ideas about congruence and similarity to describe and analyze figures and situations in two- and three-dimensional space and to solve problems, including multi-step problems. Students prove that various configurations of lines give rise to similar triangles because of the angles created when a transversal cuts parallel lines. Students apply this reasoning about similar triangles to solve problems, such as finding heights and distances. Students see the plausibility of the formulas for the circumference and area of a circle. For example, in the case of area, they may do so by reasoning about how lengths and areas scale in similar figures or by decomposing a circle or circular region and rearranging the pieces.

(4) Students build on their previous work with single data distributions to compare two data distributions and address questions about differences between populations. They begin informal work with random sampling to generate data sets and learn about the importance of representative samples for drawing inferences.

Analyzing proportional relationships

1. Form ratios of nonnegative ~~rational numbers~~ and compute corresponding unit rates. *For example, a person might walk $\frac{1}{2}$ mile in each $\frac{1}{4}$ hour; the unit rate for this ratio is $(1/2)/(1/4)$ miles per hour, equivalently 2 miles per hour. Include ratios of lengths, areas and other quantities, including when quantities being compared are measured in different units.*
2. Recognize situations in which two quantities covary and have a constant ratio. (The quantities are then said to be in a proportional relationship and the unit rate is called the constant of proportionality.) Decide whether two quantities that covary are in a proportional relationship, e.g., by testing for equivalent ratios or graphing on a coordinate plane.
3. Compute unit rates and solve proportional relationship problems in everyday contexts, such as shopping, cooking, carpentry, party planning, etc. Represent proportional relationships by equations that express how the quantities are related via the constant of proportionality or unit rate. *For example, total cost, t , is proportional to the number, n , purchased at a constant price, p ; this relationship can be expressed as $t = pn$.*
4. Plot proportional relationships on a coordinate plane where each axis represents one of the two quantities involved, observe that the graph is a straight line through the origin, and find unit rates from a graph. Explain what a point (x, y) means in terms of the situation, with special attention to the points $(0, 0)$ and $(1, r)$ where r is the unit rate.
5. Compare tables, graphs, formulas, diagrams, and verbal descriptions that represent or partially represent proportional relationships; explain correspondences among the representations including how the unit rate is shown in each.

Percent

6. Understand that percentages are rates per 100. For example, 30% of a quantity means $30/100$ times the quantity. A percentage can be a ~~complex fraction~~, as in $3.75\% = 3.75/100$.
7. Find a percentage of a quantity; solve problems involving finding the whole given a part and the percentage.
8. Solve multistep percent problems. *Examples: simple interest, tax, markups and markdowns, gratuities and commissions, fees, percent increase and decrease, percent error, expressing monthly rent as a percentage of take-home pay.*

The Number System

The system of rational numbers

1. Understand that the rules for manipulating fractions extend to complex fractions.
2. Understand and perform addition and subtraction with rational numbers:
 - a. Understand that on a number line, the sum $p + q$ is the number located a distance $|q|$ from p , to the right of p if q is positive and to the left of p if q is negative. A number and its opposite are ~~additive inverses~~ (i.e., their sum is zero).
 - b. Compute sums of signed numbers using the ~~laws of arithmetic~~. *For example, $7 + (-3) = 4$ because $7 + (-3) = (4 + 3) + (-3) = 4 + [3 + (-3)] = 4 + [0] = 4$.*
 - c. Understand that subtraction of rational numbers is defined by viewing a difference as the solution of an unknown-addend addition problem. Subtraction of a rational number gives the same answer as adding its additive inverse.
 - d. Explain and justify rules for adding and subtracting rational numbers, using a number line and practical contexts. *For example, relate $r + (-s) = r - s$ to a bank transaction; explain why $p - (q + r) = p - q - r$.*
 - e. Understand that the additive inverse of a sum is the sum of the additive inverses, that is $-(p + q) = -p + -q$. *For example, $-(6 + -2) = (-6) + 2$ because $[6 + (-2)] + [(-6) + 2] = [6 + (-6)] + [(-2) + 2] = [0] + [0] = 0$.*
3. Understand and perform multiplication and division with rational numbers:
 - a. Understand that the extension of multiplication from fractions to rational numbers is determined by the requirement that multiplication and addition satisfy the laws of arithmetic, particularly the ~~distributive law~~, leading to products such as $(-1)(-1) = 1$ and the rules for multiplying signed numbers.
 - b. Understand that ~~integers~~ can be divided, provided that the divisor is not zero, and every quotient of integers (with non-zero divisor) is a rational number. If p/q is a rational number, then $-(p/q) = (-p)/q = p/(-q)$.
 - c. Calculate products and quotients of rational numbers, and use multiplication and division to solve word problems. *Include signed quantities.*

The system of real numbers

4. Understand that there are numbers that are not rational numbers, called ~~irrational numbers~~, e.g., π and $\sqrt{2}$. Together the rational and irrational numbers form the real number system. In school mathematics, the real numbers are assumed to satisfy the laws of arithmetic.

Expressions and Equations

Expressions

1. Interpret numerical expressions at a level necessary to calculate their value using a calculator or spreadsheet. For expressions with variables, use and interpret conventions of algebraic notation, such as $y/2$ is $y \div 2$ or $1/2 \times y$; $(3 \pm y)/5$ is $(3 \pm y) \div 5$ or $1/5 \times (3 \pm y)$; a^2 is $a \times a$, a^3 is $a \times a \times a$, a^2b is $a \times a \times b$.
2. Generate equivalent expressions from a given expression using the laws of arithmetic and conventions of algebraic notation. Include:
 - a. Adding and subtracting linear expressions, as in $(2x + 3) + x + (2 - x) = 2x + 5$.
 - b. Factoring, as in $4x + 4y = 4(x + y)$ or $5x + 7x + 10y + 14y = 12x + 24y = 12(x + 2y)$.
 - c. Simplifying, as in $-2(3x - 5) + 4x = 10 - 2x$ or $x/3 + (x - 2)/4 = 7x/12 - 1/2$.

Quantitative relationships and the algebraic approach to problems

3. Choose variables to represent quantities in a word problem, and construct simple equations to solve the problem by reasoning about the quantities.
 - a. Solve word problems leading to equations of the form $px + q = r$ and $p(x + q) = r$, where p , q , and r are nonnegative rational numbers and the solution is a nonnegative rational number. Fluently solve equations of these forms, e.g., by undoing the operations involved in producing the expression on the left.
 - b. Solve the same word problem arithmetically and algebraically. *For example, "J. has 4 packages of balloons and 5 single balloons. In all, he has 21 balloons. How many balloons are in a package?" Solve this problem arithmetically (using a sequence of operations on the given numbers), and also solve it by using a variable to stand for the number of balloons in a package, constructing an equation such as $4b + 5 = 21$ to describe the situation then solving the equation.*
 - c. Understand that rewriting an expression in different forms in a problem context can shed light on the problem and how the quantities in it are related. *For example, $P + 0.05P = 1.05P$ means that "increase by 5%" is the same as "multiply by 1.05."*

Geometry

7-G

Congruence and similarity

1. Verify experimentally the fact that a rigid motion (a sequence of rotations, reflections, and translations) preserves distance and angle, e.g., by using physical models, transparencies, or dynamic geometry software:
 - a. Lines are taken to lines, and line segments to line segments of the same length.
 - b. Angles are taken to angles of the same measure.
 - c. Parallel lines are taken to parallel lines.
2. Understand the meaning of congruence: a plane figure is congruent to another if the second can be obtained from the first by a rigid motion.
3. Verify experimentally that a dilation with scale factor k preserves lines and angle measure, but takes a line segment of length L to a line segment of length kL .
4. Understand the meaning of similarity: a plane figure is similar to another if the second can be obtained from the first by a similarity transformation (a rigid motion followed by a dilation).
5. Solve problems involving similar figures and scale drawings. *Include computing actual lengths and areas from a scale drawing and reproducing a scale drawing at a different scale.*
6. Use informal arguments involving approximation by lines, squares, and cubes to see that a similarity transformation with a scale factor of k leaves angle measures unchanged, changes lengths by a factor of k , changes areas by a factor of k^2 , and changes volumes by a factor of k^3 .
7. Know the formulas relating the area, radius and circumference of a circle and solve problems requiring the use of these formulas; give an informal derivation of the relationship between the circumference and area of a circle.

Angles

8. Justify facts about the angle sum of triangles, exterior angles, and alternate interior angles created when parallel lines are cut by a transversal, e.g., by using physical models, transparencies, or dynamic geometry software to make rigid motions and give informal arguments. *For example, arrange three copies of the same triangle so that the three angles appear to form a line, and give an argument in terms of transversals why this is so.*
9. Use facts about supplementary, complementary, vertical, and adjacent angles in a multi-step problem to write and solve simple equations for an unknown angle in a figure.

Situations involving randomness

1. Simulate situations involving randomness using random numbers generated by a calculator or a spreadsheet or taken from a table. *For example, if you guess at all ten true/false questions on a quiz, how likely are you to get at least seven answers correct?*
2. Use proportional reasoning to predict relative frequencies of outcomes for situations involving randomness, but for which a theoretical answer can be determined. *For example, when rolling a number cube 600 times, one would predict that a 3 or 6 would be rolled roughly 200 times, but probably not exactly 200 times. How far off might your prediction be? Use technology to generate multiple samples to approximate a distribution of sample proportions. Repeat the process for smaller sample sizes.*

Random sampling to draw inferences about a population

3. Understand that statistics can be used to gain information about a population by examining a sample of the population; generalizations about a population from a sample are valid only if the sample is representative of that population. Understand that random sampling tends to produce representative samples and support valid inferences.
4. Understand the importance of measures of variation in sample quantities (like means or proportions) in reasoning about how well a sample quantity estimates or predicts the corresponding population quantity.
5. Use data from a random sample to draw inferences about a population with an unknown characteristic of interest. Generate multiple samples (or simulated samples) of the same size to gauge the variation in estimates or predictions. *For example, estimate the mean word length in a book by randomly sampling words from the book; predict the winner of a school election based on randomly sampled survey data. Gauge how far off the estimate or prediction might be.*

Comparative inferences about two populations

6. Informally assess the degree of visual overlap of two numerical data distributions with similar variabilities, measuring the difference between the centers by expressing it as a multiple of a measure of variability. *For example, the mean height of players on the basketball team is 10 cm greater than the mean height of players on the soccer team, about twice the variability (mean average deviation) on either team; on a dot plot, the separation between the two distributions of heights is noticeable.*
7. Use measures of center and measures of variability for numerical data from uniform random samples to draw informal comparative inferences about two populations. *For example, decide whether the words in a chapter of a seventh-grade book are generally longer than the words in a chapter of a sixth-grade book.*

Mathematics | Grade 8

In Grade 8, instructional time should focus on three critical areas: (1) solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) understanding and applying the Pythagorean Theorem.

(1) Students use linear equations, and systems of linear equations to represent, analyze, and solve a variety of problems. Students recognize proportions ($y/x = m$ or $y = mx$) as a special case of linear equations, $y = mx + b$, understanding that the constant of proportionality (m) is the slope and the graphs are lines through the origin. They understand that the slope (m) of a line is a constant rate of change, so that if the input or x -coordinate changes by an amount A , the output or y -coordinate changes by the amount mA . Students also formulate and solve linear equations in one variable and use these equations to solve problems. Students also use a linear equation to describe the association between two quantities in a data set (such as arm span vs. height for students in a classroom). At this grade, fitting the model, and assessing its fit to the data are done informally. Interpreting the model in the context of the data requires students to express a relationship between the two quantities in question.

Students strategically choose and efficiently implement procedures to solve linear equations in one variable, understanding that when they use the properties of equality and the concept of logical equivalence, they maintain the solutions of the original equation. Students solve systems of two linear equations in two variables and relate the systems to pairs of lines in the plane; these intersect, are parallel, or are the same line. Students use linear equations, systems of linear equations, linear functions, and their understanding of slope of a line to analyze situations and solve problems.

(2) Students grasp the concept of a function as a rule that assigns to each element of its domain exactly one element of its range. They use function notation and understand that functions describe situations where one quantity determines another. They can translate among verbal, tabular, graphical, and algebraic representations of functions (noting that tabular and graphical representations are usually only partial representations), and they describe how aspects of the function are reflected in the different representations.

(3) Students understand the statement of the Pythagorean Theorem and its converse, and can explain why the Pythagorean Theorem is valid, for example, by decomposing a square in two different ways. They apply the Pythagorean Theorem to find distances between points on the coordinate plane, to find lengths, and to analyze polygons.

The system of real numbers

1. Understand informally that every number on a number line has a decimal expansion, which can be found for rational numbers using long division. Rational numbers are those with repeating decimal expansions (this includes finite decimals which have an expansion that ends in a sequence of zeros).
2. Informally explain why $\sqrt{2}$ is irrational.
3. Use rational approximations (including those obtained from truncating decimal expansions) to compare the size of irrational numbers, locate them approximately on a number line, and estimate the value of expressions (e.g., π^2). *For example, show that the square root of 2 is between 1 and 2, then between 1.4 and 1.5, and explain how to continue on to get better approximations.*

Expressions and Equations

Linear equations in one variable

1. Understand that a linear equation in one variable might have one solution, infinitely many solutions, or no solutions. Which of these possibilities is the case can be determined by successively transforming the given equation into simpler forms, until an equivalent equation of the form $x = a$, $a = a$, or $a = b$ results (where a and b are different numbers).
2. Solve linear equations with rational number coefficients, including equations that require expanding expressions using the distributive law and collecting like terms.

Linear equations in two variables

3. Understand that the slope of a non-vertical line in the coordinate plane has the same value for any two distinct points used to compute it. This can be seen using similar triangles.
4. Understand that two lines with well-defined slopes are parallel if and only if their slopes are equal.
5. Understand that the graph of a linear equation in two variables is a line, the set of pairs of numbers satisfying the equation. If the equation is in the form $y = mx + b$, the graph can be obtained by shifting the graph of $y = mx$ by b units (upwards if b is positive, downwards if b is negative). The slope of the line is m .
6. Understand that a proportional relationship between two variable quantities y and x can be represented by the equation $y = mx$. The constant m is the unit rate, and tells how much of y per unit of x .
7. Graph proportional relationships and relationships defined by a linear equation; find the slope and interpret the slope in context.
8. Compare two different proportional relationships represented in different ways. *For example, compare a distance-time graph to a distance-time equation to determine which of two moving objects has greater speed.*

Systems of linear equations

9. Understand that solutions to a system of two linear equations in two variables correspond to points of intersection of their graphs, because points of intersection satisfy both equations simultaneously.
10. Solve systems of two linear equations in two variables algebraically, and estimate solutions by graphing the equations. Solve simple cases by inspection. *For example, $3x + 2y = 5$ and $3x + 2y = 6$ have no solution because the quantity $3x + 2y$ cannot simultaneously be 5 and 6.*
11. Solve and explain word problems leading to two linear equations in two variables.
12. Solve problems involving lines and their equations. *For example, decide whether a point with given coordinates lies on the line with a given equation; construct an equation for a line given two points on the line or one point and the slope; given coordinates for two pairs of points, determine whether the line through the first pair of points intersects the line through the second pair.*

Functions

Function concepts

1. Understand that a function from one set (called the domain) to another set (called the range) is a rule that assigns to each element of the domain (an input) exactly one element of the range (the corresponding output). The graph of a function is the set of ordered pairs consisting of an input and the corresponding output. *Function notation is not required in Grade 8.*
2. Evaluate expressions that define functions, and solve equations to find the input(s) that correspond to a given output.
3. Compare properties of two functions represented in different ways (algebraically, graphically, numerically in tables, or by verbal descriptions). *For example, given a linear function represented by a table of values and a linear function represented by an algebraic expression, determine which function has the greater rate of change.*

4. Understand that a function is linear if it can be expressed in the form $y = mx + b$ or if its graph is a straight line. *For example, the function $y = x^2$ is not a linear function because its graph contains the points $(1,1)$, $(-1,1)$ and $(0,0)$, which are not on a straight line.*

Functional relationships between quantities

5. Understand that functions can describe situations where one quantity determines another.
6. Construct a function to model a linear relationship between two quantities. Determine the rate of change and initial value of the function from a description of a relationship; from two (x, y) values, including reading these from a table; or from a graph. Interpret the rate of change and initial value of a linear function in terms of the situation it models, and in terms of its graph or a table of values.
7. Describe qualitatively the functional relationship between two quantities by reading a graph (e.g., where the function is increasing or decreasing, linear or nonlinear). Sketch a graph that exhibits the qualitative features of a function that has been described verbally.

Geometry

8-G

Congruence and similarity

1. Use coordinate grids to transform figures and to predict the effect of dilations, translations, rotations and reflections.
2. Explain using rigid motions the meaning of congruence for triangles as the equality of all pair of sides and all pairs of angles.
3. Give an informal explanation using rigid motions of the SAS and ASA criteria for triangle congruence, and use them to prove simple theorems.
4. Explain using similarity transformations the meaning of similarity for triangles as the equality of all pairs of angles and the proportionality of all pairs of sides.
5. Give an informal explanation using similarity transformations of the AA and SAS criteria for triangle similarity, and use them to prove simple theorems.

The Pythagorean Theorem

6. The side lengths of a right triangle are related by the Pythagorean Theorem. Conversely, if the side lengths of a triangle satisfy the Pythagorean Theorem, it is a right triangle.
7. Explain a proof of the Pythagorean Theorem and its converse.
8. Use the Pythagorean Theorem to determine unknown side lengths in right triangles and to solve problems in two and three dimensions.
9. Use the Pythagorean Theorem to find the distance between two points in a coordinate system.

Plane and solid geometry

10. Draw (freehand, with ruler and protractor, and with technology) geometric shapes from given conditions. Focus on constructing triangles from three measures of angles or sides, noticing when the triangle is uniquely defined, ambiguously defined or nonexistent.
11. Understand that slicing a three-dimensional figure with a plane produces a two-dimensional figure. Describe plane sections of right rectangular prisms and right rectangular pyramids.
12. Use hands-on activities to demonstrate and describe properties of: parallel lines in space, the line perpendicular to a given line through a given point, lines perpendicular to a given plane, lines parallel to a given plane, the plane or planes passing through three given points, and the plane perpendicular to a given line at a given point.

Statistics and Probability

8-SP

Patterns of association in bivariate data

1. Understand that scatter plots for bivariate measurement data may reveal patterns of association between two quantities.
2. Construct and interpret scatter plots for bivariate measurement data. Describe patterns such as clustering, outliers, positive or negative association, linear association, nonlinear association.
3. Understand that a straight line is a widely used model for exploring relationships between two quantitative variables. For scatter plots that suggest a linear association, informally fit a straight line, and informally assess the model fit by judging the closeness of the data points to the line.
4. Use the equation of a linear model to solve problems in the context of bivariate measurement data, interpreting the slope and intercept. *For example, in a linear model for a biology experiment, an additional hour of sunlight each day is associated with an additional 1.5 cm in mature plant height.*
5. Understand that patterns of association can also be seen in bivariate categorical data by displaying frequencies and relative frequencies in a two-way table. Construct and interpret a two-way table summarizing data on two categorical variables

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collected from the same subjects. Use relative frequencies calculated for rows or columns to describe possible association between the two variables. *For example, collect data from students in your class on whether or not they have a curfew on school nights and whether or not they have assigned chores at home. Is there evidence that those who have a curfew also tend to have chores?*

DRAFT

Mathematics Standards for High School

Where is the College-and-Career-Readiness line drawn?

The high school standards specify the mathematics that all students should learn in order to be college and career ready. The high school standards also describe additional mathematics that students should learn to pursue careers and majors in science, technology, engineering and mathematics (STEM) fields. Other forms of advanced work are possible (for example in discrete mathematics or advanced statistics) and can be eventually added to the standards.

Standards beyond the college and career readiness level that are necessary for STEM careers are prefixed with a symbol **STEM**, as in this example:

STEM Graph complex numbers in polar form and interpret arithmetic operations on complex numbers geometrically.

Any standard without this tag is understood to be in the common core mathematics curriculum for all students.

How are the high school standards organized?

The high school standards are listed in conceptual categories, as shown in the Table below. **Appendix A (online) contains drafts of model course descriptions based on these standards.** Conceptual categories portray a coherent view of core high school mathematics; a student's work with Functions, for example, crosses a number of traditional course boundaries, potentially up through and including Calculus.

CCRS Draft September 17 th	High School Standards Draft March 10
Number	Number and Quantity
Quantity	
Expressions	
Equations	Algebra
Coordinates	
Functions	
Geometry	Geometry
Statistics	Statistics and Probability
Probability	
Modeling	Modeling**

* Standards formerly appearing under Coordinates now appear under other headings.

** Making mathematical models is now a Standard for Mathematical Practice. Standards formerly appearing under Modeling are now distributed under other major headings. High school standards with relevance to modeling are flagged with a (★) symbol. A narrative description of modeling remains in the high school standards, but there are no specific standard statements in that narrative description.

Mathematics | High School—Number and Quantity

Numbers and Number Systems. During the years from kindergarten to eighth grade, students must repeatedly extend their conception of number. At first, “number” means “counting number”: 1, 2, 3, ... Soon after that, 0 is used to represent “none” and the whole numbers are formed by the counting numbers together with zero. The next extension is fractions. At first, fractions are barely numbers and tied strongly to pictorial representations. Yet by the time students understand division of fractions, they have a strong concept of fractions as numbers and have connected them, via their decimal representations, with the base-ten system used to represent the whole numbers. During middle school, fractions are augmented by negative fractions to form the rational numbers. In Grade 7, students extend this system once more, augmenting the rational numbers with the irrational numbers to form the real numbers. In high school, students will be exposed to yet another extension of number, when the real numbers are augmented by the imaginary numbers to form the complex numbers.

Students sometimes have difficulty accepting new kinds of numbers when these differ in appearance and properties from those of a familiar system. For example, students might decide that complex numbers are not numbers because they are not written with numerical digits, or because they do not describe positive or negative quantities. Indeed, this ascent through number systems makes it fair to ask: what does the word *number* mean that it can mean all of these things? One possible answer is that a number is something that can be used to do mathematics: calculate, solve equations, or represent measurements. Historically, number systems have been extended when there is an intellectual or practical benefit in using the new numbers to solve previously insoluble problems.¹

Although the referent of “number” changes, the four operations stay the same in important ways. The commutative, associative, and distributive laws extend the properties of operations to the integers, rational numbers, real numbers, and complex numbers. The inverse relationships between addition and subtraction, and multiplication and division are maintained in these larger systems.

Calculators are useful in this strand to generate data for numerical experiments, to help understand the workings of matrix, vector, and complex number algebra, and to experiment with non-integer exponents.

Quantities. In their work in measurement up through Grade 8, students primarily measure commonly used attributes such as length, area, volume, and so forth. In high school, students encounter novel situations in which they themselves must conceive the attributes of interest. Such a conceptual process might be called quantification. Quantification is important for science, as when surface area suddenly “stands out” as an important variable in evaporation. Quantification is also important for companies, who must conceptualize relevant attributes and create or choose suitable metrics by which to measure them.

Content Outline

The Real Number System

Quantities

The Complex Number System

Vector Quantities and Matrices

¹ See Harel, G., “A Standpoint of Research on Middle/Higher Number and Quantity,” a research review provided for the Common Core State Standards Initiative.

1. Understand that the laws of exponents for positive integer exponents follow from an understanding of exponents as indicating repeated multiplication, and from the associative law for multiplication.
2. Understand that the definition of the meaning of zero, positive rational, and negative exponents follows from extending the laws of exponents to those values, allowing for a notation for radicals in terms of rational exponents. *For example, since $(5^{1/3})^3 = 5^{(1/3) \cdot 3} = 5^1 = 5$, $5^{1/3}$ is a cube root of 5.*
3. Understand that sums and products of rational numbers are rational.
4. Understand that the sum of a rational number and an irrational number is irrational, and that the product of a nonzero rational number and an irrational number is irrational.
5. Rewrite expressions using the laws of exponents. *For example, $(5^{1/2})^3 = 5^{3/2}$ and $1/5 = 5^{-1}$.*

Quantities*

1. Understand that the magnitude of a quantity is independent of the unit used to measure it. *For example, the density of a liquid does not change when it is measured in another unit. Rather, its measure changes. The chosen unit “measures” the quantity by giving it a numerical value (“the density of lead is 11.3 times that of water”).*
2. Use units as a way to understand problems and to guide the solution of multi-step problems, involving, e.g., acceleration, currency conversions, derived quantities such as person-hours and heating degree days, social science rates such as per-capita income, and rates in everyday life such as points scored per game.
3. Define metrics for the purpose of descriptive modeling. *For example, find a good measure of overall highway safety; propose and debate measures such as fatalities per year, fatalities per year per driver, or fatalities per vehicle-mile traveled.*
4. Add, subtract, multiply, and divide numbers expressed in scientific notation, including problems where both decimal and scientific notation are used. Use scientific notation and choose units of appropriate size for measurements of very large or very small quantities (e.g., use millimeters per year for seafloor spreading). Interpret scientific notation that has been generated by technology.
5. Use and interpret quantities and units correctly in algebraic formulas.
6. Use and interpret quantities and units correctly in graphs and data displays (function graphs, data tables, scatter plots, and other visual displays of quantitative information). Generate graphs and data displays using technology.

The Complex Number System

1. Understand that the relation $i^2 = -1$ and the commutative, associative, and distributive laws can be used to calculate with complex numbers.
2. STEM Understand that polynomials can be factored over the complex numbers, e.g., as in $x^2 + 4 = (x + 2i)(x - 2i)$.
3. STEM Understand that complex numbers can be visualized on the complex plane. Real numbers correspond to points on the horizontal (real) axis, and imaginary numbers to points on the vertical axis.
4. STEM Understand that on the complex plane, arithmetic of complex numbers can be interpreted geometrically: addition is analogous to vector addition, and multiplication can be understood as rotation and dilation about the origin. Complex conjugation is reflection across the real axis.
5. STEM Understand that on the complex plane, as on the real line, the distance between numbers is the absolute value of the difference, and the midpoint of a segment is the average of the numbers at its endpoints.
6. Add, subtract, and multiply complex numbers.
7. STEM Find the conjugate of a complex number; use conjugates to find absolute values and quotients of complex numbers.
8. STEM Solve quadratic equations with real coefficients that have complex solutions using a variety of methods.
9. STEM Graph complex numbers in rectangular form.
10. STEM Graph complex numbers in polar form and interpret arithmetic operations on complex numbers geometrically.
11. STEM Explain why the rectangular and polar forms of a complex number represent the same number.

* Standard with close connection to modeling.

1. STEM Understand that vector quantities have both magnitude and direction. Vector quantities are typically represented by directed line segments. The magnitude of a vector \mathbf{v} is commonly denoted $|\mathbf{v}|$ or $||\mathbf{v}||$.
2. STEM Understand that vectors are determined by the coordinates of their initial and terminal points, or by their components.
3. STEM Understand that vectors can be added end-to-end, component-wise, or by the parallelogram rule. The magnitude of a sum of two vectors is typically not the sum of the magnitudes.
4. STEM Understand that a vector \mathbf{v} can be multiplied by a real number c (called a scalar in this context) to form a new vector $c\mathbf{v}$ with magnitude $|c|v$. When $|c|v \neq 0$, the direction of $c\mathbf{v}$ is either along \mathbf{v} (for $c > 0$) or against \mathbf{v} (for $c < 0$). Scalar multiplication can be shown graphically by scaling vectors and possibly reflecting them in the origin; scalar multiplication can also be performed component-wise, e.g., as $c(v_x, v_y) = (cv_x, cv_y)$.
5. STEM Understand that vector subtraction $\mathbf{v} - \mathbf{w}$ is defined as $\mathbf{v} + (-\mathbf{w})$. Two vectors can be subtracted graphically by connecting the tips in the appropriate order.
6. STEM Understand that matrices can be multiplied by scalars to produce new matrices, e.g., as when all of the payoffs in a game are doubled. Matrices of the same dimensions can be added or subtracted. Matrices with compatible dimensions can be multiplied. Unlike multiplication of numbers, matrix multiplication is not a commutative operation, but still satisfies the associative and distributive laws.
7. STEM Understand that a vector, when regarded as a matrix with one column, can be multiplied by a matrix of suitable dimensions to produce another vector. A 2×2 matrix can be viewed as a transformation of the plane.
8. STEM Understand that a system of linear equations can be represented as a single matrix equation in a vector variable.
9. STEM Understand that the zero and identity matrices play a role in matrix addition and multiplication similar to the role of 0 and 1 in the real numbers. The determinant of a square matrix is nonzero if and only if the matrix has a multiplicative inverse.
10. STEM Perform basic vector operations (addition, subtraction, scalar multiplication) both graphically and algebraically.
11. STEM Given two vectors in magnitude and direction form, determine the magnitude and direction of their sum.
12. STEM Solve problems involving velocity and quantities that can be represented by vectors. *
13. STEM Add, subtract, and multiply matrices of appropriate dimensions.
14. STEM Use matrices to store and manipulate data, e.g., to represent payoffs or incidence relationships in a network.
15. STEM Represent systems of linear equations as matrix equations.
16. STEM Find the inverse of a matrix if it exists and use it to solve systems of linear equations (using technology for matrices of dimension greater than 3×3).

* Standard with close connection to modeling.

Mathematics | High School—Algebra

Expressions. An expression is a description of a computation on numbers and symbols that represent numbers, using arithmetic operations and the operation of raising a number to rational exponents. Conventions about the use of parentheses and the order of operations assure that each expression is unambiguous. Creating an expression that describes a computation involving a general quantity requires the ability to express the computation in general terms, abstracting from specific instances.

Reading an expression with comprehension involves analysis of its underlying structure. This may suggest a different but equivalent way of writing the expression that exhibits some different aspect of its meaning. For example, $p + 0.05p$ can be interpreted as the addition of a 5% tax to a price p . Rewriting $p + 0.05p$ as $1.05p$ shows that adding a tax is the same as multiplying the price by a constant factor.

Algebraic manipulations are governed by deductions from the commutative, associative, and distributive laws and the inverse relationships between the four operations, and the conventions of algebraic notation. These extend what students have learned about arithmetic expressions in K–8 to expressions that involve exponents, radicals, and representations of real numbers, and, for STEM-intending students, complex numbers.

At times, an expression is the result of applying operations to simpler expressions. Viewing such an expression by singling out these simpler expressions can sometimes clarify its underlying structure.

A spreadsheet or a CAS environment can be used to experiment with algebraic expressions, perform complex algebraic manipulations, and understand how algebraic manipulations behave.

Equations and inequalities. An equation is a statement that two expressions are equal. Solutions to an equation are numbers that make the equation true when assigned to the variables in it. If the equation is true for all numbers, then it is called an identity; identities are often discovered by using the laws of arithmetic or the laws of exponents to transform one expression into another.

The solutions of an equation in one variable form a set of numbers; the solutions of an equation in two variables form a set of ordered pairs of numbers, which can be graphed in the coordinate plane. Two or more equations and/or inequalities form a system. A solution for such a system must satisfy every equation and inequality in the system.

An equation can often be solved by successively transforming it into one or more simpler equations. The process is governed by deductions based on the properties of equality. For example, one can add the same constant to both sides without changing the solutions, but squaring both sides might lead to extraneous solutions. Strategic competence in solving includes looking ahead for productive manipulations and anticipating the nature and number of solutions.

Some equations have no solutions in a given number system, stimulating the extension of that system. For example, the solution of $x + 1 = 0$ is an integer, not a whole number; the solution of $2x + 1 = 0$ is a rational number, not an integer; the solutions of $x^2 - 2 = 0$ are real numbers, not rational numbers; and the solutions of $x^2 + 2 = 0$ are complex numbers, not real numbers.

The same solution techniques used to solve equations can be used to rearrange formulas. For example, the formula for the area of a trapezoid, $A = ((b_1 + b_2)/2)h$, can be solved for h using the same deductive process.

Inequalities can be solved by reasoning about the properties of inequality. Many, but not all, of the properties of equality continue to hold for inequalities and can be useful in solving them.

Connections to Functions and Modeling. Expressions can define functions, and equivalent expressions define the same function. Equations in two variables may also define functions. Asking when two functions have the same value leads to an equation; graphing the two functions allows for the approximate solution of the equation. Converting a verbal description to an equation, inequality, or system of these is an essential skill in modeling.

Content Outline

Seeing Structure in Expressions

Arithmetic with Polynomials and Rational Expressions

Creating Equations that Describe Numbers or Relationships

Reasoning with Equations and Inequalities

Seeing Structure in Expressions

A-SSE

1. Understand that different forms of an expression may reveal different properties of the quantity in question; a purpose in transforming expressions is to find those properties. *Examples: factoring a quadratic expression reveals the zeros of the function it defines, and putting the expression in vertex form reveals its maximum or minimum value; the expression 1.15^t can be rewritten as $(1.15^{1/12})^{12t} \approx 1.012^{12t}$ to reveal the approximate equivalent monthly interest rate if the annual rate is 15%.*
2. Understand that complicated expressions can be interpreted by viewing one or more of their parts as single entities.
3. Interpret an expression that represents a quantity in terms of the context. *Include interpreting parts of an expression, such as terms, factors and coefficients.* ★
4. Factor, expand, and complete the square in quadratic expressions.
5. See expressions in different ways that suggest ways of transforming them. *For example, see $x^4 - y^4$ as $(x^2)^2 - (y^2)^2$, thus recognizing it as a difference of squares that can be factored as $(x^2 - y^2)(x^2 + y^2)$.*
6. Rewrite expressions using the laws of exponents. *For example, $(x^{1/2})^3 = x^{3/2}$ and $1/x = x^{-1}$.*
7. Use the laws of exponents to interpret expressions for exponential functions, recognizing positive rational exponents as indicating roots of the base and negative exponents as indicating the reciprocal of a power. *For example, identify the per unit percentage change in functions such as $y = (1.02)^t$, $y = (0.97)^t$, $y = (1.01)^{12t}$, $y = (1.2)^{t/10}$, and conclude whether it represents exponential growth or decay. Recognize that any nonzero number raised to the zero power is 1, for example, $12(1.05)^0 = 12$. Avoid common errors such as confusing $6(1.05)^t$ with $(6 \cdot 1.05)^t$ and $5(0.03)^t$ with $5(1.03)^t$.*
8. STEM Prove the formula for the sum of a geometric series, and use the formula to solve problems.

Arithmetic with Polynomials and Rational Expressions

A-APR

1. Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication.
2. Understand that polynomial identities become true statements no matter which real numbers are substituted. *For example, the polynomial identity $(x^2 + y^2)^2 = (x^2 - y^2)^2 + (2xy)^2$ can be used to generate Pythagorean triples.*
3. Understand the Remainder Theorem: For a polynomial $p(x)$ and a number a , the remainder on division by $x - a$ is $p(a)$, so $p(a) = 0$ if and only if $(x - a)$ is a factor of $p(x)$.
4. STEM Understand that the Binomial Theorem gives the expansion of $(x + a)^n$ in powers of x for a positive integer n and a real number a , with coefficients determined for example by Pascal's Triangle. The Binomial Theorem can be proved by mathematical induction or by a combinatorial argument.
5. STEM Understand that rational expressions are quotients of polynomials. They form a system analogous to the rational numbers, closed under division by a nonzero rational function.
6. Add, subtract and multiply polynomials.
7. Identify zeros of polynomials when suitable factorizations are available, and use the zeros to construct a rough graph of the polynomial.
8. Transform simple rational expressions using the commutative, associative, and distributive laws, and the inverse relationship between multiplication and division.
9. Divide a polynomial $p(x)$ by a divisor of the form $x - a$ using long division.
10. STEM Identify zeros and asymptotes of rational functions, when suitable factorizations are available, and use the zeros and asymptotes to construct a rough graph of the function.
11. STEM Divide polynomials, using long division for linear divisors and long division or a computer algebra system for higher degree divisors.

Creating Equations That Describe Numbers or Relationships

A-CED*

1. Understand that equations in one variable are often created to describe properties of a specific but unknown number.
2. Understand that equations in two or more variables that represent a relationship between quantities can be built by experimenting with specific numbers in the relationship.
3. Write equations and inequalities that specify an unknown quantity or to express a relationship between two or more quantities. Use the equations and inequalities to solve problems. *Include equations arising from linear and quadratic functions, and simple rational and exponential functions.*

★ Standard with close connection to modeling.

4. Rearrange formulas to highlight a quantity of interest. *For example, transform Ohm's law $V = IR$ to highlight resistance R ; in motion with constant acceleration, transform $v_{f,x}^2 - v_{i,x}^2 = 2a_x(x_f - x_i)$ to highlight the change in position along the x -axis, $x_f - x_i$.*

Reasoning with Equations and Inequalities

A-REI

1. Understand that to solve an equation algebraically, one makes logical deductions from the equality asserted by the equation, often in steps that replace it with a simpler equation whose solutions include the solutions of the original one.
2. Understand that the method of completing the square can transform any quadratic equation in x into an equivalent equation of the form $(x - p)^2 = q$. This leads to the quadratic formula.
3. Understand that given a system of two linear equations in two variables, adding a multiple of one equation to another produces a system with the same solutions. This principle, combined with principles already encountered with equations in one variable, allows for the simplification of systems.
4. Understand that the graph of an equation in two variables is the set of its solutions plotted in the coordinate plane, often forming a curve or a line.
5. Understand that solutions to two equations in two variables correspond to points of intersection of their graphs, because points of intersection satisfy both equations simultaneously.
6. Understand that the solutions to a linear inequality in two variables can be graphed as a half-plane (excluding the boundary in the case of a strict inequality).
7. Understand that solutions to several linear inequalities in two variables correspond to points in the intersection of the regions in the plane defined by the solutions to the inequalities.
8. Understand that equations and inequalities can be viewed as constraints in a problem situation, e.g., inequalities describing nutritional and cost constraints on combinations of different foods. ★
9. STEM Understand that the relationship between an invertible function f and its inverse function can be used to solve equations of the form $f(x) = c$.
10. Solve simple rational and radical equations in one variable, noting and explaining extraneous solutions.
11. Solve linear equations in one variable, including equations with coefficients represented by letters.
12. Solve quadratic equations in one variable. *Include methods such as inspection (e.g. for $x^2 = 49$), square roots, completing the square, the quadratic formula and factoring. Recognize when the quadratic formula gives complex solutions and write them as $a \pm bi$ for real numbers a and b .*
13. Solve equations $f(x) = g(x)$ approximately by finding the intersections of the graphs of $f(x)$ and $g(x)$, e.g. using technology to graph the functions. *Include cases where $f(x)$ and/or $g(x)$ are linear, polynomial, rational, exponential, and logarithmic functions.*
14. Solve linear inequalities in one variable and graph the solution set on a number line.
15. Solve systems of linear equations algebraically and graphically, focusing on pairs of linear equations in two variables.
16. Solve algebraically a simple system consisting of one linear equation and one quadratic equation in two variables; for example, find points of intersection between the line $y = -3x$ and the circle $x^2 + y^2 = 3$.
17. Graph the solution set of a system of linear inequalities in two variables.
18. In modeling situations, represent constraints by systems of equations and/or inequalities, and interpret solutions of these systems as viable or non-viable options in the modeling context. ★
19. In the context of exponential models, solve equations of the form $ab^c = d$ where a , c , and d are specific numbers and the base b is 2, 10, or e . ★
20. STEM Relate the properties of logarithms to the laws of exponents and solve equations involving exponential functions.
21. STEM Use inverse functions to solve equations of the form $a \sin(bx + c) = d$, $a \cos(bx + c) = d$, and $a \tan(bx + c) = d$.

★ Standard with close connection to modeling.

Mathematics | High School—Functions

Functions describe situations where one quantity determines another. For example, the return on \$10,000 invested at an annualized percentage rate of 4.25% is a function of the length of time the money is invested. Because nature and society are full of dependencies between quantities, functions are important tools in the construction of mathematical models.

In school mathematics, functions usually have numerical inputs and outputs and are often defined by an algebraic expression. For example, the time in hours it takes for a car to drive 100 miles is a function of the car's speed in miles per hour, v ; the rule $T(v) = 100/v$ expresses this relationship algebraically and defines a function whose name is T .

The set of inputs to a function is called its domain. We often infer the domain to be all inputs for which the expression defining a function has a value, or for which the function makes sense in a given context.

A function can be described in various ways, such as by a graph (e.g., the trace of a seismograph); by a verbal rule, as in, "I'll give you a state, you give me the capital city"; or by an algebraic expression like $f(x) = a + bx$. The graph of a function is often a useful way of visualizing the relationship the function models, and manipulating a mathematical expression for a function can throw light on the function's properties. Graphing technology and spreadsheets are also useful tools in the study of functions.

Functions presented as expressions can model many important phenomena. Two important families of functions characterized by laws of growth are linear functions, which grow at a constant rate, and exponential functions, which grow at a constant percent rate. Linear functions with a constant term of zero describe proportional relationships.

A graphing utility or a CAS can be used to experiment with properties of the functions and their graphs and to build computational models of functions, including recursively defined functions.

Connections to Expressions, Equations, Modeling and Coordinates. Determining an output value for a particular input involves evaluating an expression; finding inputs that yield a given output involves solving an equation. Questions about when two functions have the same value lead to equations, whose solutions can be visualized from the intersection of their graphs. Because functions describe relationships between quantities, they are frequently used in modeling. Sometimes functions are defined by a recursive process, which can be displayed effectively using a spreadsheet or other technology.

Content Outline

Interpreting Functions

Building Functions

Linear, Quadratic, and Exponential Models

Trigonometric Functions

Limits and Continuity[†]

Differential Calculus[†]

Applications of Derivatives[†]

Integral Calculus[†]

Applications of Integration[†]

Infinite Series[†]

[†] Specific standards for calculus domains are not listed.

Interpreting Functions

A-IF

1. Understand that a function from one set (called the domain) to another set (called the range) assigns to each element of the domain exactly one element of the range. If f is a function and x is an element of its domain, then $f(x)$ denotes the output of f corresponding to the input x .
2. Understand that functions of a single variable have key characteristics, including: zeros; extreme values; average rates of change (over intervals); intervals of increasing, decreasing and/or constant behavior; and end behavior.
3. Understand that a function defined by an expression may be written in different but equivalent forms, which can reveal different properties of the function.
4. Use function notation and evaluate functions for inputs in their domains.
5. Describe qualitatively the functional relationship between two quantities by reading a graph (e.g., where the function is increasing or decreasing, what its long-run behavior appears to be, and whether it appears to be periodic).[★]
6. Sketch a graph that exhibits the qualitative features of a function that models a relationship between two quantities.[★]
7. Compare properties of two functions represented in different ways (algebraically, graphically, numerically in tables, or by verbal descriptions). *For example, draw conclusions about the graph of a quadratic function from its algebraic expression.*
8. Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes. *For example, if the function $h(n)$ gives the number of person-hours it takes to assemble n engines in a factory, then the positive integers would be an appropriate domain for the function.*[★]
9. Describe the qualitative behavior of functions presented in graphs and tables. *Identify: intercepts; intervals where the function is increasing, decreasing, positive or negative; relative maximums and minimums; symmetries; end behavior; and periodicity.*[★]
10. Use technology to exhibit the effects of parameter changes on the graphs of linear, power, quadratic, square root, cube root, and polynomial functions, and simple rational, exponential, logarithmic, sine, cosine, absolute value, and step functions.[★]
11. Transform quadratic polynomials algebraically to reveal different features of the function they define, such as zeros, extreme values, and symmetry of the graph.

Building Functions

A-BF

1. Understand that functions can be described by specifying an explicit expression, a recursive process or steps for calculation.
2. Understand that sequences are functions whose domain is a subset of the nonnegative integers.
3. STEM Understand that composing a function f with a function g creates a new function called the composite function—for an input number x , the output of the composite function is $f(g(x))$.
4. STEM Understand that the inverse of an invertible function “undoes” what the function does; that is, composing the function with its inverse in either order returns the original input. One can sometimes produce an invertible function from a non-invertible function by restricting the domain (e.g., squaring is not an invertible function on the real numbers, but squaring is invertible on the nonnegative real numbers).
5. Write a function that describes a relationship between two quantities, for example by varying parameters in and combining standard function types (such as linear, quadratic or exponential functions). Use technology to experiment with parameters and to illustrate an explanation of the behavior of the function when parameters vary.[★]
6. Solve problems involving linear, quadratic, and exponential functions.[★]
7. Identify the effect on the graph of replacing $f(x)$ by $f(x) + k$, $k f(x)$, $f(kx)$, and $f(x + k)$ for specific values of k (both positive and negative); find the value of k given the graphs. Experiment with cases and illustrate an explanation of the effects on the graph using technology.
8. Generate an arithmetic or geometric sequence given a recursive rule for the sequence.[★]
9. As a way to describe routine modeling situations, write arithmetic and geometric sequences both recursively and in closed form, and translate between the two forms.[★]
10. STEM Evaluate composite functions and compose functions symbolically.
11. STEM Read values of an inverse function from a graph or a table, given that the function has an inverse.
12. STEM For linear or simple exponential functions, find a formula for an inverse function by solving an equation.
13. STEM Verify symbolically by composition that one function is the inverse of another.

Linear, Quadratic, and Exponential Models

A-LQE

1. Understand that a linear function, defined by $f(x) = mx + b$ for some constants m and b , models a situation in which a quantity changes at a constant rate, m , relative to another. ★
2. Understand that quadratic functions have maximum or minimum values and can be used to model problems with optimum solutions. ★
3. Understand that an exponential function, defined by $f(x) = ab^x$ or by $f(x) = a(1 + r)^x$ for some constants a , $b > 0$ and $r > -1$, models a situation where a quantity grows or decays by a constant factor or a constant percentage change over each unit interval. ★
4. Understand that linear functions grow by equal differences over equal intervals; exponential functions grow by equal factors over equal intervals. ★
5. Understand that in an arithmetic sequence, differences between consecutive terms form a constant sequence, and ~~second differences~~ are zero. Conversely, if the second differences are zero, the sequence is arithmetic. Arithmetic sequences can be seen as linear functions. ★
6. Understand that in a sequence that increases quadratically (e.g., $a_n = 3n^2 + 2n + 1$), differences between consecutive terms form an arithmetic sequence, and second differences form a constant sequence. Conversely, if the second differences form a constant sequence with nonzero value, the sequence increases quadratically. ★
7. Understand that in a geometric sequence, ratios of consecutive terms are all the same. ★
8. Understand that a quantity increasing exponentially eventually exceeds a quantity increasing linearly, quadratically, or (more generally) as a polynomial function. ★
9. Calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval. Estimate the rate of change from a graph. ★
10. Construct a function to describe a linear relationship between two quantities. Determine the rate of change and constant term of a linear function from a graph, a description of a relationship, or from two (x, y) values (include reading these from a table). ★
11. Use quadratic functions to model problems, e.g., in situations with optimum solutions. ★
12. Construct an exponential function in the form $f(x) = a(1 + r)^x$ or $f(x) = ab^x$ to describe a relationship in which one quantity grows with respect to another at a constant percent growth rate or a with a constant growth factor. ★
13. Interpret the rate of change and constant term of a linear function or sequence in terms of the situation it models, and in terms of its graph or a table of values. ★
14. Calculate and interpret the growth factor for an exponential function (presented symbolically or as a table) given a fixed interval. Estimate the growth factor from a graph. ★
15. Recognize a quantitative relationship as linear, exponential, or neither from description of a situation. ★
16. Compare quantities increasing exponentially to quantities increasing linearly or as a polynomial function. ★

Trigonometric Functions

F-TF

1. STEM Understand that the unit circle in the coordinate plane enables one to define the sine, cosine, and tangent functions for real numbers.
2. STEM Understand that trigonometric functions are periodic by definition, and sums and products of functions with the same period are periodic.
3. STEM Understand that restricting trigonometric functions to a domain on which they are always increasing or always decreasing allows for the construction of an inverse function.
4. STEM Revisit trigonometric functions and their graphs in terms of radians.
5. STEM Use the unit circle to determine geometrically the values of sine, cosine, tangent for integer multiples of $\pi/4$ and $\pi/6$.
6. STEM Use the unit circle to explain symmetry (odd and even) and periodicity of trigonometric functions.
7. STEM Solve simple trigonometric equations formally using inverse trigonometric functions and evaluate the solutions numerically using technology. *Solving trigonometric equations by means of the quadratic formula is optional.*

Limits and Continuity†

F-LC

★ Standard with close connection to modeling.

† Specific standards for calculus domains are not listed.

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

Differential Calculus [†]	F-DC
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Applications of Derivatives [†]	F-AD
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Integral Calculus [†]	F-IC
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Applications of Integration [†]	F-AI
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Infinite Series [†]	F-IS
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[†] Specific standards for calculus domains are not listed.

Mathematics | High School—Modeling

Modeling links classroom mathematics and statistics to everyday life, work, and decision-making. Modeling is the process of choosing and using appropriate mathematics and statistics to analyze empirical situations, to understand them better, and to improve decisions. Quantities and their relationships in physical, economic, public policy, social and everyday situations can be modeled using mathematical and statistical methods. When making mathematical models, technology is valuable for varying assumptions, exploring consequences, and comparing predictions with data.

A model can be very simple, such as writing total cost as a product of unit price and number bought, or using a geometric shape to describe a physical object like a coin. Even such simple models involve making choices. It is up to us whether to model a coin as a three-dimensional cylinder, or whether a two-dimensional disk works well enough for our purposes. Other situations—modeling a delivery route, a production schedule, or a comparison of loan amortizations—need more elaborate models that use other tools from the mathematical sciences. Real-world situations are not organized and labeled for analysis; formulating tractable models, representing such models, and analyzing them is appropriately a creative process. Like every such process, this depends on acquired expertise as well as creativity.

Some examples of such situations might include:

- Estimating how much water and food is needed for emergency relief in a devastated city of 3 million people, and how it might be distributed.
- Planning a table tennis tournament for 7 players at a club with 4 tables, where each player plays against each other player.
- Designing the layout of the stalls in a school fair so as to raise as much money as possible.
- Analyzing stopping distance for a car.
- Modeling savings account balance, bacterial colony growth, or investment growth.
- Critical path analysis, e.g., applied to turnaround of an aircraft at an airport.
- Risk situations, like extreme sports, pandemics and terrorism.
- Relating population statistics to individual predictions.

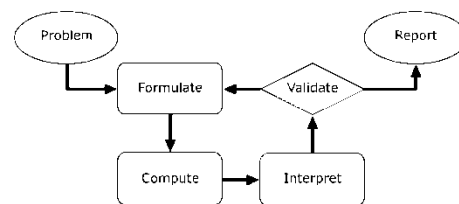
In situations like these, the models devised depend on a number of factors: How precise an answer do we want or need? What aspects of the situation do we most need to understand, control, or optimize? What resources of time and tools do we have? The range of models that we can create and analyze is also constrained by the limitations of our mathematical, statistical, and technical skills, and our ability to recognize significant variables and relationships among them. Diagrams of various kinds, spreadsheets and other technology, and algebra are powerful tools for understanding and solving problems drawn from different types of real-world situations.

One of the insights provided by mathematical modeling is that essentially the same mathematical or statistical structure can model seemingly different situations. Models can also shed light on the mathematical structures themselves, for example as when a model of bacterial growth makes more vivid the explosive growth of the exponential function.

The basic modeling cycle is summarized in the diagram. It involves (1) identifying variables in the situation and selecting those that represent essential features, (2) formulating a model by creating and selecting geometric, graphical, tabular, algebraic, or statistical representations that describe relationships between the variables, (3) analyzing and performing operations on these relationships to draw conclusions, (4) interpreting the results of the mathematics in terms of the original situation, (5) validating the conclusions by comparing them with the situation, and then, either improving the model or, if it is acceptable, (6) reporting on the conclusions and the reasoning behind them. Choices, assumptions and approximations are present throughout this cycle.

In descriptive modeling, a model simply describes the phenomena or summarizes them in a compact form. Graphs of observations are a familiar descriptive model—for example, graphs of global temperature and atmospheric CO₂ over time.

Analytic modeling seeks to explain data on the basis of deeper theoretical ideas, albeit with parameters that are empirically based; for example, exponential growth of bacterial colonies (until cut-off mechanisms such as pollution or starvation intervene) follows from a constant reproduction rate. Functions are an important tool for analyzing such



problems.

Graphing utilities, spreadsheets, CAS environments, and dynamic geometry software are powerful tools that can be used to model purely mathematical phenomena (e.g., the behavior of polynomials) as well as physical phenomena.

Modeling Standards

Modeling is best interpreted not as a collection of isolated topics but rather in relation to other standards. Making mathematical models is a Standard for Mathematical Practice, and specific modeling standards appear throughout the high school standards indicated by a star symbol (★).

Mathematics | High School—Statistics and Probability*

Decisions or predictions are often based on data—numbers in context. These decisions or predictions would be easy if the data always sent a clear message, but the message is often obscured by variability. Statistics provides tools for describing variability in data and for making informed decisions that take it into account.

Data are gathered, displayed, summarized, examined, and interpreted to discover patterns and deviations from patterns. Quantitative data can be described in terms of key characteristics: measures of shape, center, and spread. The shape of a data distribution might be described as symmetric, skewed, flat, or bell shaped, and it might be summarized by a statistic measuring center (such as mean or median) and a statistic measuring spread (such as standard deviation or interquartile range). Different distributions can be compared numerically using these statistics or compared visually using plots. Knowledge of center and spread are not enough to describe a distribution. Which statistics to compare, which plots to use, and what the results of a comparison might mean, depend on the question to be investigated and the real-life actions to be taken.

Randomization has two important uses in drawing statistical conclusions. First, collecting data from a random sample of a population makes it possible to draw valid conclusions about the whole population, taking variability into account. Second, randomly assigning individuals to different treatments allows a fair comparison of the effectiveness of those treatments. A statistically significant outcome is one that is unlikely to be due to chance alone, and this can be evaluated only under the condition of randomness. The conditions under which data are collected are important in drawing conclusions from the data; in critically reviewing uses of statistics in public media and other reports it is important to consider the study design, how the data were gathered, and the analyses employed as well as the data summaries and the conclusions drawn.

Random processes can be described mathematically by using a probability model. One begins to make a probability model by listing or describing the possible outcomes (the sample space) and assigning probabilities. In situations such as flipping a coin, rolling a number cube, or drawing a card, it might be reasonable to assume various outcomes are equally likely. In a probability model, sample points represent outcomes and combine to make up events; probabilities of events can be computed by applying the additive and multiplicative laws of probability. Interpreting these probabilities relies on an understanding of independence and conditional probability, which can be approached through the analysis of two-way tables.

Technology plays an important role in statistics and probability by making it possible to generate plots, functional models, and correlation coefficients, and to simulate many possible outcomes in a short amount of time.

Connections to Functions and Modeling. Functional models may be used to approximate data; if the data are approximately linear, the relationship may be modeled with a regression line and the strength and direction of such a relationship may be expressed through a correlation coefficient.

Content Outline

Summarizing Categorical and Measurement Data

Probability Models

Independently Combined Probability Models

Making Inferences and Justifying Conclusions Drawn from Data

Conditional Probability and the Laws of Probability

Experimenting and Simulating to Model Probabilities

Using Probability to Make Decisions

* Most or all of the standards in Statistics and Probability have a close connection to modeling.

Summarizing Categorical and Quantitative Data

S-SI

1. Understand that statistical methods take variability into account to support making informed decisions based on data collected to answer specific questions.
2. Understand that visual displays and summary statistics condense the information in data sets into usable knowledge.
3. Understand that patterns of association or relationships between variables may emerge through careful analysis of multi-variable data.
4. Summarize comparative or bivariate categorical data in two-way frequency tables. Interpret joint, marginal and conditional relative frequencies in the context of the data, recognizing possible associations and trends in bivariate categorical data.
5. Compare data on two or more count or measurement variables by using plots on the real number line (dot plots, histograms, and box plots). Use statistics appropriate to the shape of the data distribution to summarize center (median, mean) and spread (interquartile range, standard deviation) of the data sets. Interpret changes in shape, center, and spread in the context of the data sets, accounting for possible effects of extreme data points (outliers).
6. Represent bivariate quantitative data on a scatter plot and describe how the variables are related.
7. Fit a linear function for scatter plots that suggest a linear association. Informally assess the fit of the model function by plotting and analyzing residuals.
8. Use a model function fitted to the data to solve problems in the context of the data, interpreting the slope (rate of change) and the intercept (constant term).
9. Compute (using technology) and interpret the correlation coefficient for a linear relationship between variables.
10. Distinguish between correlation and causation.

Probability Models

S-PM

1. Understand that in a probability model, individual outcomes have probabilities that sum to 1. When outcomes are categorized, the probability of a given type of outcome is the sum of the probabilities of all the individual outcomes of that type.
2. Understand that uniform probability models are useful models for processes such as (i) the selection of a person from a population; (ii) the selection of a number in a lottery; (iii) any physical situation in which symmetry suggests that different individual outcomes are equally likely.
3. Understand that two different empirical probability models for the same process will rarely assign exactly the same probability to a given type of outcome. But if the data sets are large and the methods used to collect the data for the two data sets are consistent, the agreement between the models is likely to be reasonably good.
4. Understand that a (theoretical) uniform probability model may be judged by comparing it to an empirical probability model for the same process. If the theoretical assumptions are appropriate and the data set is large, then the two models should agree approximately. If the agreement is not good, then it may be necessary to modify the assumptions underlying the theoretical model or look for factors that might have affected the data used to create the empirical model.
5. Use a uniform probability model to compute probabilities for a process involving uncertainty, including the random selection of a person from a population and physical situations where symmetry suggests that different individual outcomes are equally likely.
 - a. List the individual outcomes to create a sample space.
 - b. Label the individual outcomes in the sample space to reflect important characteristics or quantities associated with them.
 - c. Determine probabilities of individual outcomes, and determine the probability of a type or category of outcome as the fraction of individual outcomes it includes.
6. Generate data by sampling, repeated experimental trials, and simulations. Record and appropriately label such data, and use them to construct an empirical probability model. Compute probabilities in such models.
7. Compare probabilities from a theoretical model to probabilities from a corresponding empirical model for the same situation. If the agreement is not good, explain possible sources of the discrepancies.

Independently Combined Probability Models

S-IPM

1. Understand that to describe a pair of random processes (such as tossing a coin and rolling a number cube), or one random process repeated twice (such as randomly selecting a student in the class on two different days), two probability models can be combined into a single model.

- a. The sample space for the combined model is formed by listing all possible ordered pairs that combine an individual outcome from the first model with an individual outcome from the second. Each ordered pair is an individual outcome in the combined model.
- b. The total number of individual outcomes (ordered pairs) in the combined model is the product of the number of individual outcomes in each of the two original models.
2. Understand that when two probability models are combined independently, the probability that one type of outcome in the first model occurs together with another type of outcome in the second model is the product of the two corresponding probabilities in the original models (the Multiplication Rule).
3. Combine two uniform models independently to compute probabilities for a pair of random processes (e.g., flipping a coin twice, selecting one person from each of two classes).
 - a. Use organized lists, tables and tree diagrams to represent the combined sample space.
 - b. Determine probabilities of ordered pairs in the combined model, and determine the probability of a particular type or category of outcomes in the combined model, as the fraction of ordered pairs corresponding to it.
4. For two independently combined uniform models, use the Multiplication Rule to determine probabilities.

Making Inferences and Justifying Conclusions

S-IC

1. Understand that statistics is a process for making inferences about population parameters based on a sample from that population; randomness is the foundation for statistical inference.
2. Understand that the design of an experiment or sample survey is of critical importance to analyzing the data and drawing conclusions.
3. Understand that simulation-based techniques are powerful tools for making inferences and justifying conclusions from data.
4. Use probabilistic reasoning to decide if a specified model is consistent with results from a given data-generating process. (For example, a model says a spinning coin falls heads up with probability 0.5. Would a result of 5 tails in a row cause you to question the model?)
5. Recognize the purposes of and differences among sample surveys, experiments and observational studies; explain how randomization relates to each.
6. Use data from a sample survey to estimate a population mean or proportion; develop a margin of error through the use of simulation models for random sampling.
7. Use data from a randomized experiment to compare two treatments; justify significant differences between parameters through the use of simulation models for random assignment.
8. Evaluate reports based on data.

Conditional Probability and the Laws of Probability

S-CP

1. Understand that events are subsets of a sample space; often, events of interest are defined by using characteristics (or categories) of the sample points, or as unions, intersections, or complements thereof (“and,” “or,” “not”). A sample point may belong to several events (categories).
2. Understand that if A and B are two events, then in a uniform model the conditional probability of A given B, denoted by $P(A | B)$, is the fraction of B’s sample points that also lie in A.
3. Understand that the laws of probability allow one to use known probabilities to determine other probabilities of interest.
4. Compute probabilities by constructing and analyzing sample spaces, representing them by tree diagrams, systematic lists, and Venn diagrams.
5. Use the laws of probability to compute probabilities.
6. Apply concepts such as intersections, unions and complements of events, and conditional probability and independence to define or analyze events, calculate probabilities and solve problems.
7. Construct and interpret two-way tables to show probabilities when two characteristics (or categories) are associated with each sample point. Use a two-way table to determine conditional probabilities.*
8. Recognize and explain the concepts of conditional probability and independence in everyday language and everyday situations.*
9. Use permutations and combinations to compute probabilities of compound events and solve problems.

* Standard with close connection to modeling.

1. Understand that sets of data obtained from surveys, simulations or other means can be used as probability models, by treating the data set itself as a sample space, in which the sample points are the individual pieces of data.
2. Understand that the probability of an outcome can be interpreted as an assertion about the long-run proportion of the outcome's occurrence if the random experiment is repeated a large number of times.
3. Calculate experimental probabilities by performing simulations or experiments involving a probability model and using relative frequencies of outcomes.
4. Compare the results of simulations with predicted probabilities. When there are substantial discrepancies between predicted and observed probabilities, explain them.
5. Use the mean and standard deviation of a data set to fit it to a normal distribution and to estimate population percentages. Recognize that there are data sets for which such a procedure is not appropriate. Use calculators, spreadsheets and tables to estimate areas under the normal curve.

Using Probability to Make Decisions

S-MD

1. Understand that the expected value of a random variable is the weighted average of its possible values, with weights given by their respective probabilities.
2. Understand that when the possible outcomes of a decision can be assigned probabilities and payoff values, the decision can be analyzed as a random variable with an expected value, e.g., of an investment.
3. Calculate expected value, e.g. to determine the fair price of an investment.
4. Use probabilities to make fair decisions (e.g., drawing by lots, using a random number generator).
5. Evaluate and compare two investments or strategies with the same expected value, where one investment or strategy is safer than the other.
6. Evaluate and compare two investments or strategies, where one investment or strategy is safer but has lower expected value. Include large and small investments, and situations with serious consequences.
7. Analyze decisions and strategies using probability concepts (e.g. product testing, medical testing, pulling a hockey goalie at the end of a game).

Mathematics | High School—Geometry

An understanding of the attributes and relationships of geometric objects can be applied in diverse contexts—interpreting a schematic drawing, estimating the amount of wood needed to frame a sloping roof, rendering computer graphics, or designing a sewing pattern for the most efficient use of material.

Understanding the attributes of geometric objects often relies on measurement: a circle is a set of points in a plane at a fixed distance from a point; a cube is bounded by six squares of equal area; when two parallel lines are crossed by a transversal, pairs of corresponding angles are congruent.

The concepts of congruence, similarity and symmetry can be united under the concept of geometric transformation. Reflections and rotations each explain a particular type of symmetry, and the symmetries of an object offer insight into its attributes—as when the reflective symmetry of an isosceles triangle assures that its base angles are congruent. Applying a scale transformation to a geometric figure yields a similar figure. The transformation preserves angle measure, and lengths are related by a constant of proportionality.

The definitions of sine, cosine and tangent for acute angles are founded on right triangle similarity, and, with the Pythagorean theorem, are fundamental in many real-world and theoretical situations.

Coordinate geometry is a rich field for exploration. How does a geometric transformation such as a translation or reflection affect the coordinates of points? How is the geometric definition of a circle reflected in its equation? Coordinates can describe locations in three dimensions and extend the use of algebraic techniques to problems involving the three-dimensional world we live in.

Dynamic geometry environments provide students with experimental and modeling tools that allow them to investigate geometric phenomena in much the same way as CAS environments allow them to experiment with algebraic phenomena.

Connections to Equations and Inequalities. The correspondence between numerical coordinates and geometric points allows methods from algebra to be applied to geometry and vice versa. The solution set of an equation becomes a geometric curve, making visualization a tool for doing and understanding algebra. Geometric shapes can be described by equations, making algebraic manipulation into a tool for geometric understanding, modeling and proof.

Content Outline

Congruence

Similarity, Right Triangles, and Trigonometry

Circles

Expressing Geometric Properties with Equations

Trigonometry of General Triangles

Geometric Measurement and Dimension

Modeling with Geometry

Congruence

G-CO

1. Understand that two geometric figures are congruent if there is a sequence of rigid motions (rotations, reflections, translations) that carries one onto the other. This is the principle of superposition.
2. Understand that criteria for triangle congruence are ways to specify enough measures in a triangle to ensure that all triangles drawn with those measures are congruent.
3. Understand that criteria for triangle congruence (ASA, SAS, and SSS) can be established using rigid motions.
4. Understand that geometric diagrams can be used to test conjectures and identify logical errors in fallacious proofs.
5. Know and use (in reasoning and problem solving) definitions of angles, polygons, parallel, and perpendicular lines, rigid motions, parallelograms and rectangles.
6. Prove theorems about lines and angles. *Theorems include: vertical angles are congruent; when a transversal crosses parallel lines, alternate interior angles are congruent and corresponding angles are congruent; two lines parallel to a third are parallel to each other; points on a perpendicular bisector of a segment are exactly those equidistant from the segment's endpoints.*
7. Prove theorems about triangles. *Theorems include: measures of interior angles of a triangle sum to 180° , base angles of isosceles triangles are congruent, the triangle inequality, the longest side of a triangle faces the angle with the greatest measure and vice-versa, the exterior-angle inequality, and the segment joining midpoints of two sides of a triangle parallel to the third side and half the length.*
8. Use and prove properties of and relationships among special quadrilaterals: parallelogram, rectangle, rhombus, square, trapezoid and kite.
9. Characterize parallelograms in terms of equality of opposite sides, in terms of equality of opposite angles, and in terms of bisection of diagonals; characterize rectangles as parallelograms with equal diagonals.
10. Make formal geometric constructions with a variety of tools and methods (compass and straightedge, string, reflective devices, paper folding, dynamic geometric software, etc). *Copying a segment; copying an angle; bisecting a segment; bisecting an angle; constructing perpendicular lines, including the perpendicular bisector of a line segment; and constructing a line parallel to a given line through a point not on the line.*
11. Construct an equilateral triangle, a square and a regular hexagon inscribed in a circle.
12. Use two-dimensional representations to transform figures and to predict the effect of translations, rotations, and reflections.
13. Use two-dimensional representations to transform figures and to predict the effect of dilations.

Similarity, Right Triangles, and Trigonometry

G-SRT

1. Understand that dilating a line produces a line parallel to the original. (In particular, lines passing through the center of the dilation remain unchanged.)
2. Understand that the dilation of a given segment is parallel to the given segment and longer or shorter in the ratio given by the scale factor. A dilation leaves a segment unchanged if and only if the scale factor is 1.
3. Understand that the assumed properties of dilations can be used to establish the AA, SAS, and SSS criteria for similarity of triangles.
4. Understand that by similarity, side ratios in right triangles are properties of the angles in the triangle, leading to definitions of sine, cosine, and tangent.
5. Understand that a line parallel to one side of a triangle divides the other two proportionally, and conversely.
6. Use triangle similarity criteria to solve problems and to prove relationships in geometric figures. *Include a proof of the Pythagorean theorem using triangle similarity.*
7. Use and explain the relationship between the sine and cosine of complementary angles.
8. Use sine, cosine, tangent, and the Pythagorean Theorem to solve right triangles² in applied problems.
9. STEM Give an informal explanation using successive approximation that a dilation of scale factor r changes the length of a curve by a factor of r and the area of a region by a factor of r^2 .

Circles

G-C

1. Understand that dilations can be used to show that all circles are similar.
2. Understand that there is a unique circle through three non-collinear points, and four circles tangent to three non-concurrent lines.

² A right triangle has five parameters, its three lengths and two acute angles. Given a length and any other parameter, "solving a right triangle" means finding the remaining three parameters.

3. Identify and define radius, diameter, chord, tangent, secant, and circumference.
4. Identify and describe relationships among angles, radii, and chords. *Include the relationship between central, inscribed and circumscribed angles; inscribed angles on a diameter are right angles; the radius of a circle is perpendicular to the tangent where the radius intersects the circle.*
5. Determine the arc lengths and the areas of sectors of circles, using proportions.
6. STEM Construct a tangent line from a point outside a given circle to the circle.
7. STEM Prove and use theorems about circles, and use these theorems to solve problems involving:
 - a. Symmetries of a circle
 - b. Similarity of a circle to any other
 - c. Tangent line, perpendicularity to a radius
 - d. Inscribed angles in a circle, relationship to central angles, and equality of inscribed angles
 - e. Properties of chords, tangents, and secants as an application of triangle similarity.

Expressing Geometric Properties with Equations

G-GPE

1. Understand that two lines with well-defined slopes are perpendicular if and only if the product of their slopes is equal to -1 .
2. Understand that the equation of a circle can be found using its definition and the Pythagorean Theorem.
3. Understand that transforming the graph of an equation by reflecting in the axes, translating parallel to the axes, or applying a dilation in one of the coordinate directions corresponds to substitutions in the equation.
4. STEM Understand that an ellipse is the set of all points whose distances from two fixed points (the foci) are a constant sum. The graph of $x^2/a^2 + y^2/b^2 = 1$ is an ellipse with foci on one of the axes.
5. STEM Understand that a parabola is the set of points equidistant from a fixed point (the focus) and a fixed line (the directrix). The graph of any quadratic function is a parabola, and all parabolas are similar.
6. STEM Understand that the formula $A = \pi ab$ for the area of an ellipse can be derived from the formula for the area of a circle.*
7. Use the slope criteria for parallel and perpendicular lines to solve geometric problems (e.g., find the equation of a line parallel or perpendicular to a given line that passes through a given point).
8. Find the point on the segment between two given points that divides the segment in a given ratio.
9. Use coordinates to compute perimeters of polygons and areas for triangles and rectangles, e.g. using the distance formula.*
10. Decide whether a point with given coordinates lies on a circle defined by a given equation.
11. Use coordinates to prove simple geometric theorems algebraically. For example, prove or disprove that a figure defined by four given points in the coordinate plane is a rectangle; prove or disprove that the point $(1, \sqrt{3})$ lies on the circle centered at the origin and containing the point $(0, 2)$.
12. Complete the square to find the center and radius of a circle given by an equation.
13. STEM Find an equation for an ellipse given in the coordinate plane with major and minor axes parallel to the coordinate axes.
14. STEM Calculate areas of ellipses to solve problems.*

Trigonometry of General Triangles

G-TGT

1. STEM Understand that the formula $A = \frac{1}{2} ab \sin(C)$ for the area of a triangle can be derived by drawing an auxiliary line from a vertex perpendicular to the opposite side. Applying this formula in three different ways leads to the Law of Sines.
2. STEM Understand that the Law of Cosines generalizes the Pythagorean Theorem.
3. STEM Understand that the sine, cosine and tangent of the sum or difference of two angles can be expressed in terms of sine, cosine, and tangent of the angles themselves using the addition formulas.
4. STEM Understand that the Laws of Sines and Cosines embody the triangle congruence criteria, in that three pieces of information are usually sufficient to completely solve a triangle. Furthermore, these laws yield two possible solutions in the ambiguous case, illustrating that “Side-Side-Angle” is not a congruence criterion.
5. STEM Explain proofs of the Law of Sines and the Law of Cosines.

* Standard with close connection to modeling.

6. STEM Use the Law of Sines and the Law of Cosines to find unknown measurements in right and non-right triangles (e.g., surveying problems, resultant forces).

Geometric Measurement and Dimension

G-GMD

1. Understand that the area of a decomposed figure is the sum of the areas of its components and is independent of the choice of dissection.
2. STEM Understand that lengths of curves and areas of curved regions can be defined using the informal notion of limit.
3. STEM Understand that Cavalieri's principle allows one to understand volume formulas informally by visualizing volumes as stacks of thin slices.
4. Find areas of polygons by dissecting them into triangles.
5. Explain why the volume of a cylinder is the area of the base times the height, using informal arguments.
6. For a pyramid or a cone, give a heuristic argument to show why its volume is one-third of its height times the area of its base.
7. Apply formulas and solve problems involving volume and surface area of right prisms, right circular cylinders, right pyramids, cones, spheres and composite figures.
8. STEM Identify cross-sectional shapes of slices of three-dimensional objects, and identify three-dimensional objects generated by rotations of two-dimensional objects.
9. STEM Use the behavior of length and area under dilations to show that the circumference of a circle is proportional to the radius and the area of a circle is proportional to the square of the radius. Identify the relation between the constants of proportionality with an informal argument involving dissection and recomposition of a circle into an approximate rectangle.

Modeling with Geometry

G-MG

1. Understand that models of objects and structures can be built from a library of standard shapes; a single kind of shape can model seemingly different objects.*
2. Use geometric shapes, their measures and their properties to describe objects (e.g., modeling a tree trunk or a human torso or as a cylinder).*
3. Apply concepts of density based on area and volume in modeling situations (e.g., persons per square mile, BTUs per cubic foot).*
4. Apply geometric methods to solve design problems (e.g., designing an object or structure to satisfy constraints or minimize cost; working with typographic grid systems based on ratios).*

* Standard with close connection to modeling.

Glossary

Addition and subtraction within 10, 20, or 100. Addition or subtraction of whole numbers with whole number answers, and with sum or minuend at most 10, 20, or 100. Example: $8 + 2 = 10$ is an addition within 10, $14 - 5 = 9$ is a subtraction within 20, and $55 - 18 = 37$ is a subtraction within 100.

Additive inverses. Two numbers whose sum is 0 are additive inverses of one another. Example: $\frac{3}{4}$ and $-\frac{3}{4}$ are additive inverses of one another because $\frac{3}{4} + (-\frac{3}{4}) = (-\frac{3}{4}) + \frac{3}{4} = 0$.

Box plot. A method of visually displaying a distribution of data values by using the median, quartiles, and extremes of the data set. A box shows the middle 50% of the data.³

Complex fraction. A fraction $\frac{A}{B}$ where A and/or B are fractions.

Congruent. Two plane or solid figures are congruent if one can be obtained from the other by a sequence of rigid motions (rotations, reflections, and translations).

Counting on. A strategy for finding the number of objects in a group without having to count every member of the group. For example, if a stack of books is known to have 8 books and 3 more books are added to the top, it is not necessary to count the stack all over again; one can find the total by *counting on*—pointing to the top book and saying “eight,” following this with “nine, ten, eleven. There are eleven books now.”

Decade word. A word referring to a single-digit multiple of ten, as in *twenty, thirty, forty*, etc.

Dot plot. A method of visually displaying a distribution of data values where each data value is shown as a dot or mark above a number line. Also known as a line plot.⁴

Dilation. A transformation that moves each point along the ray through the point emanating from a fixed center, and multiplies distances from the center by a common scale factor.

Empirical probability model. A probability model based on a data set for a random process in which the probability of a particular type or category of outcome equals the percentage of data points included in the category. Example: If a coin is tossed 10 times and 4 of the tosses are Heads, then the empirical probability of Heads in the empirical probability model is $\frac{4}{10}$ (equivalently 0.4 or 40%).

Equivalent fractions. Two fractions $\frac{a}{b}$ and $\frac{c}{d}$ that represent the same number.

Expanded form. A multidigit number is expressed in expanded form when it is written as a sum of single-digit multiples of powers of ten. For example, $643 = 600 + 40 + 3$.

First quartile. For a data set with median M , the first quartile is the median of the data values less than M . Example: For the data set $\{1, 3, 6, 7, 10, 12, 14, 15, 22, 120\}$, the first quartile is 6.⁵ See also median, third quartile, interquartile range.

Fraction. A number expressible in the form $\frac{a}{b}$ where a is a whole number and b is a positive whole number. (The word *fraction* in these standards always refers to a nonnegative number.) See also rational number.

Independently combined probability models. Two probability models are said to be combined independently if the probability of each ordered pair in the combined model equals the product of the original probabilities of the two individual outcomes in the ordered pair.

Integer. A number expressible in the form a or $-a$ for some whole number a .

Interquartile Range. A measure of variation in a set of numerical data, the interquartile range is the distance between the first and third quartiles of the data set. Example: For the data set $\{1, 3, 6, 7, 10, 12, 14, 15, 22, 120\}$, the interquartile range is $15 - 6 = 9$. See also first quartile, third quartile.

Laws of arithmetic. See Table 3 in this Glossary.

Line plot. See dot plot.

Mean. A measure of center in a set of numerical data, computed by adding the values in a list and then dividing by the number of values in the list.⁶ Example: For the data set $\{1, 3, 6, 7, 10, 12, 14, 15, 22, 120\}$, the mean is 21.

Mean absolute deviation. A measure of variation in a set of numerical data, computed by adding the distances between each data value and the mean, then dividing by the number of data values. Example: For the data set $\{2, 3, 6, 7, 10, 12, 14, 15, 22, 120\}$, the mean absolute deviation is 20.

Median. A measure of center in a set of numerical data. The median of a list of values is the value appearing at the center of a sorted version of the list—or the mean of the two central values, if the list contains an even number of values. Example: For the data set $\{2, 3, 6, 7, 10, 12, 14, 15, 22, 90\}$, the median is 11.

³ Adapted from Wisconsin Department of Public Instruction, <http://dpi.wi.gov/standards/mathglos.html>, accessed March 2, 2010.

⁴ Adapted from Wisconsin Department of Public Instruction, *op. cit.*

⁵ Many different methods for computing quartiles are in use. The method defined here is sometimes called the Moore and McCabe method. See Langford, E., “Quartiles in Elementary Statistics,” *Journal of Statistics Education* Volume 14, Number 3 (2006),

⁶ To be more precise, this defines the *arithmetic mean*.

Multiplication and division within 100. Multiplication or division of whole numbers with whole number answers, and with product or dividend at most 100. Example: $72 \div 8 = 9$.

Multiplicative inverses. Two numbers whose product is 1 are multiplicative inverses of one another. Example: $\frac{3}{4}$ and $\frac{4}{3}$ are multiplicative inverses of one another because $\frac{3}{4} \times \frac{4}{3} = \frac{4}{3} \times \frac{3}{4} = 1$.

Properties of equality. See Table 4 in this Glossary.

Properties of inequality. See Table 5 in this Glossary.

Properties of operations. Associativity and commutativity of addition and multiplication, distributivity of multiplication over addition, the additive identity property of 0, and the multiplicative identity property of 1. See Table 3 in this Glossary.

Probability. A number between 0 and 1 used to quantify likelihood for processes that have uncertain outcomes (such as tossing a coin, selecting a person at random from a group of people, tossing a ball at a target, testing for a medical condition).

Rational number. A number expressible in the form $\frac{a}{b}$ or $-\frac{a}{b}$ for some fraction $\frac{a}{b}$. The rational numbers include the integers.

Related fractions. Two fractions are said to be related if one denominator is a factor of the other.⁷

Rigid motion. A transformation of points in space consisting of one or more translations, reflections, and/or rotations. Rigid motions are here assumed to preserve distances and angle measures.

Sample space. In a probability model for a random process, a list of the individual outcomes that are to be considered.

Scatter plot. A graph in the coordinate plane representing a set of bivariate data. For example, the heights and weights of a group of people could be displayed on a scatter plot.⁸

Similarity transformation. A rigid motion followed by a dilation.

Tape diagrams. Drawings that look like a segment of tape, used to illustrate number relationships. Also known as strip diagrams, bar models or graphs, fraction strips, or length models.

Teen number. A whole number that is greater than or equal to 11 and less than or equal to 19.

Third quartile. For a data set with median M , the third quartile is the median of the data values greater than M . Example: For the data set $\{2, 3, 6, 7, 10, 12, 14, 15, 22, 120\}$, the third quartile is 15. See also median, first quartile, interquartile range.

Uniform probability model. A probability model in which the individual outcomes all have the same probability ($\frac{1}{N}$ if there are N individual outcomes in the sample space). If a given type of outcome consists of M individual outcomes, then the probability of that type of outcome is $\frac{M}{N}$. Example: if a uniform probability model is used to model the process of randomly selecting a person from a class of 32 students, and if 8 of the students are left-handed, then the probability of randomly selecting a left-handed student is $\frac{8}{32}$ (equivalently $\frac{1}{4}$, 0.25 or 25%).

Whole numbers. The numbers 0, 1, 2, 3,

⁷ See Ginsburg, Leinwand and Decker (2009), *Informing Grades 1-6 Mathematics Standards Development: What Can Be Learned from High-Performing Hong Kong, Korea, and Singapore?*, Table A1, p. A-5, grades 3 and 4.

⁸ Adapted from Wisconsin Department of Public Instruction, *op. cit.*.

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TABLE 1. Common addition and subtraction situations.⁹

	Result Unknown	Change Unknown	Start Unknown
Add to	Two bunnies sat on the grass. Three more bunnies hopped there. How many bunnies are on the grass now? $2 + 3 = ?$	Two bunnies were sitting on the grass. Some more bunnies hopped there. Then there were five bunnies. How many bunnies hopped over to the first two? $2 + ? = 5$	Some bunnies were sitting on the grass. Three more bunnies hopped there. Then there were five bunnies. How many bunnies were on the grass before? $? + 3 = 5$
Take from	Five apples were on the table. I ate two apples. How many apples are on the table now? $5 - 2 = ?$	Five apples were on the table. I ate some apples. Then there were three apples. How many apples did I eat? $5 - ? = 3$	Some apples were on the table. I ate two apples. Then there were three apples. How many apples were on the table before? $? - 2 = 3$
	Total Unknown	Addend Unknown	Both Addends Unknown ¹⁰
Put Together/ Take Apart¹¹	Three red apples and two green apples are on the table. How many apples are on the table? $3 + 2 = ?$	Five apples are on the table. Three are red and the rest are green. How many apples are green? $3 + ? = 5, 5 - 3 = ?$	Grandma has five flowers. How many can she put in her red vase and how many in her blue vase? $5 = 0 + 5, 5 = 5 + 0$ $5 = 1 + 4, 5 = 4 + 1$ $5 = 2 + 3, 5 = 3 + 2$
	Difference Unknown	Bigger Unknown	Smaller Unknown
Compare¹²	("How many more?" version): Lucy has two apples. Julie has five apples. How many more apples does Julie have than Lucy? ("How many fewer?" version): Lucy has two apples. Julie has five apples. How many fewer apples does Lucy have than Julie? $2 + ? = 5, 5 - 2 = ?$	(Version with "more"): Julie has three more apples than Lucy. Lucy has two apples. How many apples does Julie have? (Version with "fewer"): Lucy has 3 fewer apples than Julie. Lucy has two apples. How many apples does Julie have? $2 + 3 = ?, 3 + 2 = ?$	(Version with "more"): Julie has three more apples than Lucy. Julie has five apples. How many apples does Lucy have? (Version with "fewer"): Lucy has 3 fewer apples than Julie. Julie has five apples. How many apples does Lucy have? $5 - 3 = ?, ? + 3 = 5$

⁹ Adapted from Box 2-4 of National Research Council (2009, op. cit., pp. 32, 33).

¹⁰ These *take apart* situations can be used to show all the decompositions of a given number. The associated equations, which have the total on the left of the equal sign, help children understand that the $=$ sign does not always mean *makes or results in* but always does mean *is the same number as*.

¹¹ Either addend can be unknown, so there are three variations of these problem situations. Both Addends Unknown is a productive extension of this basic situation especially for small numbers less than or equal to 10.

¹² For the Bigger Unknown or Smaller Unknown situations, one version directs the correct operation (the version using *more* for the bigger unknown and using *less* for the smaller unknown). The other versions are more difficult.

TABLE 2. Common multiplication and division situations.¹³

	Unknown Product	Group Size Unknown (“How many in each group?” Division)	Number of Groups Unknown (“How many groups?” Division)
	$3 \times 6 = ?$	$3 \times ? = 18$ and $18 \div 3 = ?$	$? \times 6 = 18$ and $18 \div 6 = ?$
Equal Groups	There are 3 bags with 6 plums in each bag. How many plums are there in all? <i>Measurement example.</i> You need 3 lengths of string, each 6 inches long. How much string will you need altogether?	If 18 plums are shared equally into 3 bags, then how many plums will be in each bag? <i>Measurement example.</i> You have 18 inches of string, which you will cut into 3 equal pieces. How long will each piece of string be?	If 18 plums are to be packed 6 to a bag, then how many bags are needed? <i>Measurement example.</i> You have 18 inches of string, which you will cut into pieces that are 6 inches long. How many pieces of string will you have?
Arrays,¹⁴ Area¹⁵	There are 3 rows of apples with 6 apples in each row. How many apples are there? <i>Area example.</i> What is the area of a 3 cm by 6 cm rectangle?	If 18 apples are arranged into 3 equal rows, how many apples will be in each row? <i>Area example.</i> A rectangle has area 18 square centimeters. If one side is 3 cm long, how long is a side next to it?	If 18 apples are arranged into equal rows of 6 apples, how many rows will there be? <i>Area example.</i> A rectangle has area 18 square centimeters. If one side is 6 cm long, how long is a side next to it?
Compare	A blue hat costs \$6. A red hat costs 3 times as much as the blue hat. How much does the red hat cost? <i>Measurement example.</i> A rubber band is 6 cm long. How long will the rubber band be when it is stretched to be 3 times as long?	A red hat costs \$18 and that is 3 times as much as a blue hat costs. How much does a blue hat cost? <i>Measurement example.</i> A rubber band is stretched to be 18 cm long and that is 3 times as long as it was at first. How long was the rubber band at first?	A red hat costs \$18 and a blue hat costs \$6. How many times as much does the red hat cost as the blue hat? <i>Measurement example.</i> A rubber band was 6 cm long at first. Now it is stretched to be 18 cm long. How many times as long is the rubber band now as it was at first?
General	$a \times b = ?$	$a \times ? = p$ and $p \div a = ?$	$? \times b = p$ and $p \div b = ?$

¹³ The first examples in each cell are examples of discrete things. These are easier for students and should be given before the measurement examples.¹⁴ The language in the array examples shows the easiest form of array problems. A harder form is to use the terms rows and columns: The apples in the grocery window are in 3 rows and 6 columns. How many apples are in there? Both forms are valuable.¹⁵ Area involves arrays of squares that have been pushed together so that there are no gaps or overlaps, so array problems include these especially important measurement situations.

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TABLE 3. The laws of arithmetic, including the properties of operations (identified with °). Here a , b and c stand for arbitrary numbers in a given number system. The laws of arithmetic apply to the rational number system, the real number system, and the complex number system.

°Associative law of addition	$(a + b) + c = a + (b + c)$
°Commutative law of addition	$a + b = b + a$
°Additive identity property of 0	$a + 0 = 0 + a = a$
Existence of additive inverses	For every a there exists $-a$ so that $a + (-a) = (-a) + a = 0$.
°Associative law of multiplication	$(a \times b) \times c = a \times (b \times c)$
°Commutative law of multiplication	$a \times b = b \times a$
°Multiplicative identity property of 1	$a \times 1 = 1 \times a = a$
Existence of multiplicative inverses	For every $a \neq 0$ there exists $1/a$ so that $a \times 1/a = 1/a \times a = 1$.
°Distributive law of multiplication over addition	$a \times (b + c) = a \times b + a \times c$

TABLE 4. The properties of equality. Here a , b and c stand for arbitrary numbers in the rational, real, or complex number systems.

Reflexive property of equality	$a = a$
Symmetric property of equality	If $a = b$, then $b = a$.
Transitive property of equality	If $a = b$ and $b = c$, then $a = c$.
Addition property of equality	If $a = b$, then $a + c = b + c$.
Subtraction property of equality	If $a = b$, then $a - c = b - c$.
Multiplication property of equality	If $a = b$, then $a \times c = b \times c$.
Division property of equality	If $a = b$ and $c \neq 0$, then $a \div c = b \div c$.
Substitution property of equality	If $a = b$, then b may be substituted for a in any expression containing a .

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TABLE 5. The properties of inequality. Here a , b and c stand for arbitrary numbers in the rational or real number systems.

Exactly one of the following is true: $a < b$, $a = b$, $a > b$.
If $a > b$ and $b > c$ then $a > c$.
If $a > b$, then $b < a$.
If $a > b$, then $-a < -b$.
If $a > b$, then $a \pm c > b \pm c$.
If $a > b$ and $c > 0$, then $a \times c > b \times c$.
If $a > b$ and $c < 0$, then $a \times c < b \times c$.
If $a > b$ and $c > 0$, then $a \div c > b \div c$.
If $a > b$ and $c < 0$, then $a \div c < b \div c$.

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Sample of Works Consulted

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SUBJECT

Proposed Rule- IDAPA 08.02.03.004, Rules Governing Thoroughness,
Incorporated by Reference- Common Core Standards for English Language Arts

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.004, Rules of the Board Governing Thoroughness
Section 33-1612, Idaho Code

BACKGROUND/DISCUSSION

The Common Core Standards have been developed as a joint effort between the Council of Chief State School Officers (CCSSO) and the National Governors Association (NGA). The goal of the work was to ensure that students graduating from high school are college and career ready. The development team vowed to make the standards clearer, higher, and fewer. The work was started during the spring of 2009 and we have been given draft documents for review along this process.

Although these standards will be common across the nation, Idaho may add up to 15% unique state goals and objectives to be incorporated into the document after the June public comment period to better serve Idaho students.

These standards are entirely new; therefore, a document with strikethrough as typically attached is not included this time.

ATTACHMENTS

Attachment 1 –Proposed change of IDAPA 08.02.03.004	Page 3
Attachment 2 – Introduction to the Draft Common Core Standards	Page 5
Attachment 3 – Common Core State Standards for English Language Arts	Page 13

STAFF COMMENTS AND RECOMMENDATIONS

A final version of the Common Core Standards will be brought back to the board for approval at the completion of the comment period. It is expected that there will be no substantial changes from those submitted for approval at this time.

BOARD ACTION

A motion to approve the Idaho Content Standards for English Language Arts as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness to incorporate by reference the Idaho Content Standards for English Language Arts.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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004. INCORPORATION BY REFERENCE.

The following documents are incorporated into this rule:

(3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of this document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. ~~(SD-2010)~~(____)

- a. Driver Education, as revised and adopted on August 21, 2008. (SD 2010)
- b. Health, as revised and adopted on April 17, 2009. (SD 2010)
- c. Humanities Categories: (SD 2010)
 - i. Art, as revised and adopted on April 17, 2009; (SD 2010)
 - ii. Dance, as revised and adopted on April 17, 2009; (SD 2010)
 - iii. Drama, as revised and adopted on April 17, 2009; (SD 2010)
 - iv. Interdisciplinary, as revised and adopted on April 17, 2009; (SD 2010)
 - v. Music, as revised and adopted on April 17, 2009; (SD 2010)
 - vi. World languages, as revised and adopted on April 17, 2009. (SD 2010)
- d. English Language Arts, Part I: reading, as revised and adopted on ~~August 21, 2008~~April 22, 2010. ~~(SD-2010)~~(____)
- ~~e. Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. (SD 2010)~~
- fe. Limited English Proficiency, as revised and adopted on August 21, 2008. (SD 2010)
- gf. Mathematics, as revised and adopted on ~~August 21, 2008~~April 22, 2010. ~~(SD-2010)~~(____)
- hg. Physical Education, as revised and adopted on April 17, 2009. (SD 2010)
- ih. Science, as revised and adopted on April 17, 2009. (SD 2010)
- ji. Social Studies, as revised and adopted on April 17, 2009. (SD 2010)
- j. Information and Communication Technology, as revised and adopted on April 22, 2010 (____)

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

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06. The Idaho Extended Content Standards. The Idaho Extended Content Standards as adopted by the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on February 28, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

**Introduction to the Draft Common Core Standards
March 9, 2010**

The Council of Chief State School Officers (CCSSO) and the National Governors Association Center for Best Practices (NGA Center) are pleased to present the draft Kindergarten-12 grade level Common Core State Standards documents that our organizations have produced on behalf of 48 states, two territories, and the District of Columbia. These English language arts and mathematics standards represent a set of expectations for student knowledge and skills that will result in high school graduates who are prepared for success in college and careers.

To develop these standards, CCSSO and the NGA Center worked with representatives from participating states, a wide range of educators, content experts, researchers, national organizations, and community groups. These drafts reflect their input, and we are grateful for the time and insight hundreds of individuals have contributed to the development of these important documents.

Now, we seek public comment on these draft documents and encourage input via our online survey available at www.corestandards.org. The public comment period will end on April 2, 2010.

After our work groups have had an opportunity to review all of the feedback from the general public and state-led reviews, they will produce final documents. It is expected that the final set of standards documents will be available in late spring 2010.

You will notice that the college- and career-readiness standards have been incorporated into this draft. The final English language arts and mathematics standards documents will include college- and career-readiness standards along with the K-12 grade level standards.

The criteria that we used to develop the college- and career-readiness standards, as well as these K-12 grade level standards are:

- Aligned with college and work expectations;
- Include rigorous content *and* application of knowledge through high-order skills;
- Build upon strengths and lessons of current state standards;
- Informed by top-performing countries, so that all students are prepared to succeed in our global economy and society; and,
- Evidence and/or research-based.

The following links provide more information about the [criteria](#) and [considerations](#) for standards development.

The standards development process has maximized the best practices and research from across the nation and the world. While we have used all available research to shape these documents, we recognize that there is more to be learned about the most essential knowledge for student success. As new research is conducted and we evaluate the

implementation of the common core standards, we plan to revise the standards accordingly on a set review cycle.

Our organizations would also like to thank our advisory group, which provides advice and guidance on this initiative. Members of this group include experts from Achieve, Inc., ACT, the College Board, the National Association of State Boards of Education, and the State Higher Education Executive Officers.

Application of Common Core State Standards for English Language Learners

English language learners (ELLs) must be held to the same level of standards expected of students who are already proficient in English. However, these students are acquiring both English language proficiency and content area knowledge concurrently, so some students will require additional time, and all will require appropriate instructional support and aligned assessments.

ELLs are a heterogeneous group with differences in ethnic background, first language, socioeconomic status, quality of prior schooling, and levels of English language proficiency. Effectively educating these students requires diagnosing each student instructionally, adjusting instruction accordingly, and closely monitoring student progress. For example, ELLs who are literate in a first language that shares cognates with English can apply first-language vocabulary knowledge when reading in English; likewise ELLs with high levels of schooling can bring to bear conceptual knowledge developed in their first language when reading in a second language. However, ELLs with limited or interrupted schooling will need to acquire background knowledge prerequisite to educational tasks at hand. Those ELLs who are newcomers to U.S. schools will need sufficiently scaffolded instruction and assessments to make sense of content delivered in a second language and to display this content knowledge.

English Language Arts

The common core standards for English language arts (ELA) articulate rigorous grade-level expectations in the areas of speaking, listening, reading, and writing to prepare all students to be college and career ready, including English language learners. Second-language learners also will benefit from instruction about how to negotiate situations outside of those settings so they are able to participate on equal footing with native speakers in all aspects of social, economic, and civic endeavors.

ELLs bring with them many resources that enhance their education and can serve as resources for schools and society. Many ELLs have first language and literacy knowledge and skills that boost their acquisition of language and literacy in a second language; additionally, they bring an array of talents and cultural practices and perspectives that enrich our schools and our society. Teachers must build on this enormous reservoir of talent and provide those students who need it with additional time and appropriate instructional support. This includes language proficiency standards that teachers can use in conjunction with the ELA standards to assist ELLs in becoming proficient and literate in English.

To help ELLs meet high academic standards in language arts it is essential that they have access to:

- Teachers and personnel at the school and district levels who are well prepared and qualified to support ELLs while taking advantage of the many strengths and skills they bring to the classroom;

- Literacy-rich school environments where students are immersed in a variety of language experiences;
- Instruction that develops foundational skills in English that enable ELLs to participate fully in grade-level coursework;
- Coursework that prepares ELLs for postsecondary education or the workplace yet is made comprehensible for students learning content in a second language (through specific pedagogical techniques and additional resources);
- Opportunities for classroom discourse and interaction that are well-designed to enable ELLs to develop communicative strengths in language arts;
- Ongoing assessment and feedback to guide learning; and
- Speakers of English who know the language well enough to provide ELLs with models and support.

Mathematics

ELLs can participate in mathematical discussions as they learn English. Mathematics instruction for ELL students should draw on multiple resources and modes available in classrooms—such as objects, drawings, inscriptions, and gestures—as well as home languages and mathematical experiences outside of school. While mathematics instruction for ELLs should address mathematical discourse and academic language, this involves much more than vocabulary instruction.

Language is a resource for learning mathematics; it is not only a tool for communicating, but also a tool for thinking and reasoning mathematically. All languages and language varieties (e.g., different dialects, home or everyday ways of talking, vernacular, slang) provide resources for mathematical thinking, reasoning, and communicating.

Regular and active participation in the classroom—not only reading and listening but also discussing, explaining, writing, representing, and presenting—is critical to the success of ELLs in mathematics. Research has shown that ELLs can produce explanations, presentations, etc. and participate in classroom discussions *as they are learning English*.

ELLs, like English-speaking students, require regular access to teaching practices that are most effective for improving student achievement. Mathematical tasks should be kept at high cognitive demand; teachers and students should attend explicitly to concepts; and students should wrestle with important mathematics.

Overall, research suggests that:

- Language switching can be swift, highly automatic, and facilitate rather than inhibit solving word problems in the second language, as long as the student's language proficiency is sufficient for understanding the text of the word problem.
- Instruction should ensure that students understand the text of word problems before they attempt to solve them.
- Instruction should include a focus on “mathematical discourse” and “academic language” because these are important for ELLs. Although it is critical that

- students who are learning English have opportunities to communicate mathematically, this is not primarily a matter of learning vocabulary. Students learn to participate in mathematical reasoning, not by learning vocabulary, but by making conjectures, presenting explanations, and/or constructing arguments.
- While vocabulary instruction is important, it is not sufficient for supporting mathematical communication. Furthermore, vocabulary drill and practice are not the most effective instructional practices for learning vocabulary. Research has demonstrated that vocabulary learning occurs most successfully through instructional environments that are language-rich, actively involve students in using language, require that students both understand spoken or written words and also express that understanding orally and in writing, and require students to use words in multiple ways over extended periods of time. To develop written and oral communication skills, students need to participate in negotiating meaning for mathematical situations and in mathematical practices that require output from students.

Application of Common Core State Standards for Students with Disabilities

The Common Core Standards articulate rigorous, grade-level expectations in the areas of English language arts and mathematics to prepare students to be college and career ready.

All students, including students with disabilities— students eligible under the Individuals with Disabilities Education Act (IDEA) — must be challenged to excel within the general curriculum and prepared for success in their post-school lives, including college and/ or careers. The common core state standards provide a historic opportunity to improve access to academic content standards for students with disabilities. The continued development of understanding about research-based instructional practices and a focus on their effective implementation will also help improve access to the common core state standards.

Students with disabilities are a heterogeneous group with one common characteristic: the presence of disabling conditions that significantly hinder their abilities to benefit from general education (IDEA 34 CFR §300.39, 2004). Therefore, *how* these high standards are taught and assessed is of the utmost importance in reaching this diverse group of students.

For special education students to meet high academic standards and to fully demonstrate their conceptual and procedural knowledge and skills in mathematics and English language arts, their instruction must incorporate supports and often times, accommodations, including:

- Special education supports and related services designed to meet the unique needs of these students and to enable their access to the general education curriculum (IDEA 34 CFR §300.34, 2004).
- An Individualized Education Program, which includes annual goals aligned with and chosen to facilitate their attainment of grade-level academic standards.
- Teachers and specialized instructional support personnel who are prepared and qualified to deliver high-quality, evidence-based, individualized instruction and support services.

Promoting a culture of high expectations for all students is a fundamental goal of the common core state standards. To participate with success in the general curriculum, students with disabilities, as appropriate, may be provided additional supports and services, such as:

- Instructional supports for learning, based on the principles of Universal Design for Learning, which foster student engagement by presenting information in multiple ways and allowing for diverse avenues of action and expression.
- Instructional accommodations —changes in materials or procedures— which do not change the standards but allow students to learn within the framework of the common core state standards.

- Assistive technology devices and services to ensure access to the general education curriculum and the common core state standards.

For some students with significant cognitive disabilities to access certain standards, those standards may need to be extended and/or adjusted. However, standards should be extended and/or adjusted only after students receive access to multiple means of learning and demonstrating knowledge. Any extensions and/ or adjustments must align with and retain the rigor and high expectations of the common core state standards.

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COMMON CORE STATE STANDARDS FOR English Language Arts and Literacy in History/Social Studies & Science

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Introduction

The *Common Core State Standards for English Language Arts and Literacy in History/Social Studies and Science* are the culmination of an extended, broad-based effort to fulfill the charge issued by the states to create the next generation of K–12 standards that help ensure that all students are college and career ready in literacy by no later than the end of high school. The *Standards* set requirements for English language arts (ELA) but also for reading, writing, speaking, listening, and language in the social and natural sciences. Just as students must learn to communicate effectively in a variety of content areas, so too must the *Standards* specify the literacy skills and understandings required for eventual college and career readiness in history, social studies, and science as well as ELA. By their structure, the *Standards* encourage curriculum makers to take a comprehensive approach that coordinates ELA courses with courses in other subject areas in order to help students acquire a wide range of ever more sophisticated knowledge and skills through reading, writing, speaking, and listening.

The present work, led by the Council of Chief State School Officers (CCSSO) and the National Governors Association (NGA), builds on the foundation laid by states in their decades-long work on crafting high-quality education standards, including their work on the American Diploma Project with Achieve. The *Standards* also draw on the most important international models as well as research and input from numerous sources, including scholars, assessment developers, professional organizations, and educators from kindergarten through college. In their design and content, the *Standards* represent a synthesis of the best elements of standards-related work to date and an important advance over that previous work.

As specified by CCSSO and NGA, the *Standards* are (1) research and evidence based, (2) aligned with college and work expectations, (3) rigorous, and (4) internationally benchmarked. A particular standard was included in the document only when the best available evidence indicated that its mastery was essential for students to be college and career ready in a twenty-first-century, globally competitive society. As new and better evidence emerges, the *Standards* will be revised accordingly.

The *Standards* are an extension of a prior initiative led by CCSSO and NGA to develop College and Career Readiness (CCR) standards in reading,

writing, speaking, listening, and language as well as in mathematics. The CCR Reading, Writing, and Speaking and Listening Standards, released in draft form in September 2009, serve, in revised form, as the backbone of the present document. Consistent across grades and disciplines, the CCR Standards create an essential unity within the document and a consistent point of reference for educators. Whether guiding third graders through a science unit or high school sophomores through a classic work of literature, teachers can look to the same CCR Standards—included in each section of this document—to help judge whether students are on course for being college and career ready. Grade-specific K–12 standards in reading, writing, speaking, listening, and language translate the broad (and, for the earliest grades, seemingly distant) aims of the CCR Standards into age- and attainment-appropriate terms.

While college and career readiness is the end point of the *Standards*—an ambitious goal in its own right—some students will reach that point before the end of high school. For those students who do complete the *Standards*' requirements before graduation, advanced work in such areas as literature, composition, language, and journalism should be available. It is beyond the scope of the *Standards* to describe what such advanced work should consist of, but it should provide the next logical step up from the college and career readiness baseline established here.

As a natural outgrowth of meeting the charge to define college and career readiness, the *Standards* also lay out a vision of what it means to be a literate person in the twenty-first century. Indeed, the skills and understandings students are expected to demonstrate have wide applicability outside the classroom or workplace. Students who meet the *Standards* readily undertake the close, attentive reading that is at the heart of understanding and enjoying complex works of literature. They habitually perform the critical reading necessary to pick carefully through the staggering amount of information available today in print and online. They actively seek the wide, deep, and thoughtful engagement with high-quality literary and informational texts that builds knowledge, enlarges experience, and broadens worldviews. They reflexively demonstrate the cogent reasoning and use of evidence that is essential to both private deliberation and responsible citizenship in a democratic republic. In short, students who master the *Standards* develop the skills in reading, writing, speaking, and listening that are the foundation for any creative and purposeful expression in language.

March 2010

Key Design Considerations

A focus on results rather than means

By focusing on required achievements, the *Standards* leave room for teachers, curriculum developers, and states to determine how those goals should be reached and what additional topics should be addressed. Thus, the *Standards* do not mandate such things as a particular writing process or specify the full range of metacognitive strategies that students may need to use to monitor and direct their thinking and learning. Teachers are thus free to provide students with whatever tools and knowledge their professional judgment and experience identify as most helpful for meeting the goals set out in the *Standards*.

An integrated model of literacy

Although the *Standards* are divided into Reading, Writing, Speaking and Listening, and Language strands for conceptual clarity, the processes of communication are closely connected, as reflected throughout this document. For example, Writing Standard #9 requires that students be able to write about what they read. Likewise, Speaking and Listening Standard #4 sets the expectation that students will share findings from their research.

Language conventions and vocabulary are treated in detail in a separate strand not because those skills should be taught in isolation from other communication activities but because their importance extends beyond writing and reading, where standards documents often place such skills. Many of the conventions must be observed in standard spoken as well as written English, and students, particularly the youngest ones, encounter and acquire new words through conversations as well as through texts. To signal the link between the Language skills and the rest of the standards even more strongly, some skills associated with language use are also found in other strands when appropriate. Reading Standard #4, for example, concerns determining word meanings, and Writing Standard #5 includes editing among the skills students must be able to use to strengthen writing.

Research and media skills integrated into the Standards as a whole

To be ready for college, workforce training, and life in a technological society, students need the ability to gather, comprehend, evaluate, synthesize, report on, and create a high volume and extensive range of print and nonprint texts in media forms old and new. The need to research and to consume and produce media is embedded into every element of today's

curriculum; in like fashion, the associated skills and understandings are embedded throughout the *Standards* rather than treated in a separate section.

Shared responsibility for students' literacy development

The *Standards* establish that instruction in reading, writing, speaking, listening, and language is a shared responsibility. The *Standards* present reading instruction in K–5 as fully integrative, including a rich blend of stories, drama, and poetry as well as informational texts from a range of content areas. ELA-specific standards for grade 6 and above include fiction, poetry, and drama but also literary nonfiction (e.g., speeches, essays, and historical documents with significant cultural importance and literary merit). Literacy standards specific to history/social studies and science for grade 6 and above are predicated on teachers in these areas using their unique disciplinary expertise to help students meet the particular challenges of reading, writing, speaking, listening, and language in their respective fields.

Part of the motivation behind the interdisciplinary approach to literacy promulgated by the *Standards* is extensive research establishing the need for college- and career-ready students to be proficient in reading complex informational text independently in a variety of content areas. Most of the required reading in college and workforce training programs is informational in structure and challenging in content; postsecondary education programs typically provide students with both a higher volume of such reading than is generally required in K–12 schools and comparatively little scaffolding.

The *Standards* are not alone in calling for a special emphasis on informational text. The 2009 reading framework of the National Assessment of Educational Progress (NAEP) requires a high and increasing proportion of informational text on its assessment as students advance through the grades.

**Distribution of Literary and Informational Passages
by Grade in the 2009 NAEP Reading Framework**

Grade	Literary	Informational
4	50%	50%
8	45%	55%
12	30%	70%

The *Standards* aim to align instruction with this framework so that many more students can meet the demands of college and career readiness. In K–5, the *Standards* balance the teaching of literature with informational text, including texts in history/social studies and science. Fulfilling the standards for 6–12 ELA requires much greater attention to literary nonfiction than has been traditional. The NAEP framework also makes clear that significant reading of informational texts should take place outside of the ELA classroom in order for students to be ready for college and careers. The NAEP framework applies the sum of all the reading students do in a grade, not just their reading in the ELA context. The percentages do not imply, for example, that high school ELA teachers must teach 70 percent informational text; they demand instead that a great deal of reading should occur in other disciplines. To measure students’ growth toward college and career readiness, assessments aligned with the *Standards* should adhere to the distribution of texts across grades cited in the NAEP framework.

A progression of writing toward college and career readiness

NAEP likewise outlines a distribution across the grades of the core purposes and types of student writing. Similar to the *Standards*, the NAEP framework cultivates the development of three mutually reinforcing writing capacities: writing to persuade, to explain, and to convey real or imagined experience. Evidence concerning the demands of college and career readiness gathered during development of the *Standards* concurs with NAEP’s shifting emphases: in grades 9–12 in the *Standards*, students continue writing in all three forms but focus overwhelmingly on writing to argue and to inform or explain.

**Distribution of Communicative Purposes by Grade
in the 2011 NAEP Writing Framework**

Grade	To Persuade	To Explain	To Convey Experience
4	30%	35%	35%
8	35%	35%	30%
12	40%	40%	20%

It follows that writing assessments aligned with the *Standards* should adhere to the distribution of writing purposes across grades outlined by NAEP.

Grade levels for K–8; grade bands for 9–10 and 11–12

The *Standards* use individual grade levels in kindergarten through grade 8 to provide useful specificity; the *Standards* use two-year bands in grades 9–12 to allow schools, districts, and states flexibility in high school course design.

What is not covered by the Standards

The *Standards* should be recognized for what they are *not* as well as what they are. Three of the most important intentional design limitations are as follows:

- 1) The *Standards* define what all students are expected to know and be able to do but not *how* teachers should teach. The *Standards* must be complemented by a well-developed, content-rich curriculum consistent with the expectations laid out in this document.
- 2) While the *Standards* do attempt to focus on what is most essential, they do not describe all that *can* or *should* be taught. A great deal is left to the discretion of teachers and curriculum developers. The aim of the *Standards* is to articulate the fundamentals, not to set out an exhaustive list nor a set of restrictions that limits what can be taught beyond what is specified herein.
- 3) The *Standards* set grade-level standards but do not define the intervention methods or materials necessary to support students who are well below or well above grade-level expectations. No set of grade-level standards can fully reflect the great variety in achievement levels of students in any given classroom. However, the *Standards* do provide clear signposts along the way to the goal of college and career readiness for all students.

The Student Who is College and Career Ready in Reading, Writing, Speaking, Listening, and Language

The descriptions that follow are not standards themselves, but instead offer a portrait of students who meet the standards set out in this document. As students advance through the grades and master the standards in reading, writing, speaking, listening, and language, they are able to exhibit with increasing fullness and regularity these capacities of the literate individual.

- **They demonstrate independence.**

Students can, without significant scaffolding or support, comprehend and evaluate complex texts across a range of types and disciplines, and they can construct effective arguments and clearly convey intricate or multifaceted information. Likewise, students are independently able to discern a speaker's key points and request clarification if something is not understood. They ask relevant questions, build on others' ideas, articulate their own ideas, and ask for confirmation that they have been understood. Without prompting, they observe language conventions, determine word meanings, attend to the connotations of words, and acquire new vocabulary.

- **They build strong content knowledge.**

Students establish a base of knowledge across a wide range of subject matter by engaging with works of quality and substance. They become proficient in new areas through research and study. They read purposefully and listen attentively to gain both general knowledge and discipline-specific expertise. They refine and share their knowledge through writing and speaking.

- **They respond to the varying demands of audience, task, purpose, and discipline.**

Students consider their communication in relation to audience, task, purpose, and discipline. They appreciate nuances, such as how the composition of an audience should affect tone when speaking and how the connotations of words affect meaning. They also know that different disciplines call for different types of evidence (e.g., documentary evidence in history, experimental evidence in the sciences).

- **They comprehend as well as critique.**

Students are engaged and open-minded—but discerning—readers and listeners. They work diligently to understand precisely what an author or

speaker is saying, but they also question an author's or speaker's assumptions and assess the veracity of claims.

- **They value evidence.**

Students cite specific evidence when offering an oral or written interpretation of a text. They use relevant evidence when supporting their own points in writing and speaking, making their reasoning clear to the reader or listener, and they constructively evaluate others' use of evidence.

- **They use technology and digital media strategically and capably.**

Students employ technology thoughtfully to enhance their reading, writing, speaking, listening, and language use. They tailor their searches online to acquire useful information efficiently, and they integrate what they learn using technology with what they learn offline. They are familiar with the strengths and limitations of various technological tools and mediums and can select and use those best suited to their communication goals.

- **They come to understand other perspectives and cultures.**

Students appreciate that the twenty-first-century classroom and workplace are settings in which people from often widely divergent cultures and who represent diverse experiences and perspectives must learn and work together. Students actively seek to understand other perspectives and cultures through reading and listening, and they are able to communicate effectively with people of varied backgrounds. They evaluate other points of view critically and constructively. Through reading great classic and contemporary works of literature representative of a variety of periods, cultures, and worldviews, students can vicariously inhabit worlds and have experiences much different than their own.

How to Read This Document

Overall Document Organization and Main Features

The *Standards* comprise three main sections: a comprehensive K–5 section and two content area–specific sections for grades 6–12, one in English language arts and one in history/social studies and science.

Each section is divided into Reading, Writing, Speaking and Listening, and Language *strands*. Each strand is headed by a set of *College and Career Readiness (CCR) Standards* that is identical across all grades and content areas. The uniformity of the CCR Standards provides a consistent point of reference for educators, facilitating schoolwide goal setting and professional development.

CCR Standards: The basis for the K–12 Standards

Standards for each grade within K–8 and for grades 9–10 and 11–12 follow the College and Career Readiness (CCR) Standards in each strand. Each *grade-specific standard* (as these standards will be collectively referred to) corresponds to a particular CCR Standard. Put another way, each CCR Standard has an accompanying grade-specific standard translating the broader CCR statement into grade-appropriate terms.

Who is responsible for which portion of the Standards

A single K–5 section sets CCR and grade-specific standards for reading, writing, speaking, listening, and language across the curriculum, reflecting the fact that most or all of the instruction students receive in these grades comes from one elementary school teacher. Grades 6–12 are covered in two content area–specific sections, the first for the English language arts teacher and the second for the history/social studies and the science teacher. Each of these sections uses the same CCR Standards but also includes discipline-specific standards tuned to the literacy requirements of these disciplines. It is important to note that the literacy standards in history/social studies and science are meant to complement rather than supplant content standards in those disciplines.

Key Features of the Strands

Reading: Text complexity and the growth of comprehension

To foster students’ ability to comprehend literary and informational texts of steadily increasing complexity, the *Standards* (starting formally in grade 2) define what proportion of the texts students read each year should come from a particular text complexity grade band (2–3, 4–5, 6–8, 9–10, or 11–12). Whatever they are reading, students must also show a steadily increasing ability to discern more from and make fuller use of text, including making an increasing number of connections among ideas and between texts, considering a wider range of textual evidence, and becoming more sensitive to inconsistencies, ambiguities, and poor reasoning in texts.

Writing: Text types, responding to sources, and research

The *Standards* acknowledge the fact that whereas some writing skills, such as the ability to reflect purpose, task, and audience, are important for many types of writing, others are more properly part of writing narratives, informative and explanatory texts, or arguments. Beginning at grade 4, the *Standards* specify the sorts of writing over extended and shorter time frames that students in each grade are to produce in response to sources. Because of the centrality of writing to most forms of inquiry, research standards are primarily included in this strand.

Speaking and Listening:

Flexible communication and interpersonal skills

Including but not limited to skills necessary for formal presentations, the Speaking and Listening standards require students to develop a range of broadly useful oral communication and interpersonal skills. Students must learn to sift through and evaluate multiple points of view, listen thoughtfully in order to build on and constructively question the ideas of others while contributing their own ideas, and, where appropriate, reach agreement and common goals through teamwork.

Language: Conventions and vocabulary

The Conventions standards in the Language strand include the essential “rules” of formal written and spoken English, but they also approach language as a matter of craft and informed choice among alternatives. The Vocabulary standards focus on both understanding words and their nuances and acquiring new words through conversation, reading, and being taught them directly.

Appendices

Appendix A contains supplementary material on reading text complexity, writing, speaking and listening, language conventions, and vocabulary. Appendix B consists of text exemplars illustrating the complexity, quality, and range of reading appropriate for various grade levels. Appendix C includes annotated writing samples demonstrating at least adequate performance at various grade levels.

Standards for English Language Arts and Literacy in History/Social Studies & Science

K-5

College and Career Readiness Standards for Reading

The K–5 standards on the following pages define what students should understand and be able to do in each grade and build toward the ten College and Career Readiness Standards.

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.
3. Analyze in detail where, when, why, and how events, ideas, and characters develop and interact over the course of a text.

Craft and Structure

4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and explain how specific word choices shape meaning or tone.
5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section or chapter) relate to each other and the whole.
6. Assess how point of view or purpose shapes the content and style of a text.

Integration of Knowledge and Ideas

7. Synthesize and apply information presented in diverse ways (e.g., through words, images, graphs, and video) in print and digital sources in order to answer questions, solve problems, or compare modes of presentation.¹
8. Delineate and evaluate the reasoning and rhetoric within a text, including assessing whether the evidence provided is relevant and sufficient to support the text's claims.
9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Range and Level of Text Complexity

10. Read complex texts independently, proficiently, and fluently, sustaining concentration, monitoring comprehension, and, when useful, rereading.²

¹Please see “Research to Build Knowledge” in Writing and “Comprehension and Collaboration” in Speaking and Listening for additional standards relevant to gathering, assessing, and applying information from print and digital sources.

²Proficiency in this standard is measured by students' ability to read a range of appropriately complex texts in each grade as defined on page 14.

Note on range and content of student reading

To build a foundation for college and career readiness, students must read widely and deeply from among a broad range of high-quality, increasingly challenging literary and informational texts. Through extensive reading of stories, dramas, poems, and myths from diverse cultures and different time periods, students gain literary and cultural knowledge as well as familiarity with various text structures and elements. By reading texts in history/social studies, science, and other disciplines, students build a foundation of knowledge in these fields that will also give them the background to be better readers in all content areas. Students can only gain this foundation when the curriculum is intentionally and coherently structured to develop rich content knowledge within and across grades. Students also acquire the habits of reading independently and closely, which are essential to their future success.

Reading Standards for Literature K–5

Following are the standards for K–5, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction each year and help ensure that students gain adequate exposure to a range of texts and tasks. Rigor is also infused through the requirement that students read increasingly complex texts through the grades.

Kindergartners:	Grade 1 students:	Grade 2 students:
Key Ideas and Details		
1. With prompting and support, ask and answer questions about details and events in a text.	1. Ask and answer questions about key details and events in a text.	1. Ask and answer such questions as <i>who</i> , <i>what</i> , <i>where</i> , <i>when</i> , <i>why</i> , and <i>how</i> to demonstrate understanding of key details and events in a text.
2. Retell familiar stories.	2. Retell stories, demonstrating understanding of the central message or lesson.	2. Paraphrase stories, fables, folktales, or myths from diverse cultures and determine their lessons or morals.
3. Identify characters, settings, and key events in a story.	3. Describe characters, settings, and key events in a story.	3. Describe how characters in a story respond to key events and conflicts.
Craft and Structure		
4. Ask questions about unknown words in a text.	4. Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.	4. Identify words and phrases (e.g., regular beats, rhymes, and repeated lines) that supply rhythm and meaning in a story, poem, or song.
5. Recognize common types of texts (e.g., storybooks, poems).	5. Distinguish major categories of writing from each other (e.g., stories and poems), drawing on a wide reading of a range of text types.	5. Refer to core elements of stories, plays, and myths, including characters, settings, and plots, when writing or speaking about a specific text.
6. Name the author and illustrator of a text and define the role of each.	6. Identify who is speaking at various points in a story, myth, fable, or narrative poem.	6. Distinguish between characters by speaking in a different voice for each character when reading aloud.
Integration of Knowledge and Ideas		
7. Relate pictures and illustrations to the overall story in which they appear.	7. Use pictures, illustrations, and details in a story to describe characters, events, or settings.	7. Explain how images and illustrations contribute to and clarify a story.
8. (Not applicable to literature)	8. (Not applicable to literature)	8. (Not applicable to literature)
9. Compare and contrast the adventures of characters in familiar stories.	9. Compare and contrast two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures.	9. Compare and contrast characters or events from different stories addressing similar themes.
Range and Level of Text Complexity		
10. Read emergent-reader literature texts with purpose and understanding.	10. Read independently, proficiently, and fluently literature texts appropriately complex for grade 1.	10. Read literature independently, proficiently, and fluently within the grades 2–3 text complexity band; read texts at the high end of the range with scaffolding as needed.

Reading Standards for Literature K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
Key Ideas and Details		
1. Ask and answer questions to demonstrate understanding of a text, explicitly using the text as the basis for the answers.	1. Draw on details and examples from a text to support statements about the text.	1. Quote from a text to support statements about the text.
2. Use key supporting details in stories, fables, folktales, or myths from diverse cultures to determine the lessons or morals.	2. Summarize a text and derive a theme of a story, drama, or poem from details in the text.	2. Determine a theme of a text, drawing on how characters in a story respond to challenges or how the speaker in a poem reflects upon a topic; summarize the text.
3. Describe the main characters in a story (e.g., their traits, motivations, or feelings) and explain how they contribute to the sequence of events.	3. Describe in detail a character, event, or setting, drawing on specific details in the text (e.g., from a character's thoughts, words, deeds, or interactions with others).	3. Compare and contrast two or more characters, events, or settings in a text, drawing on specific details.
Craft and Structure		
4. Interpret key words and phrases in a text, distinguishing literal from figurative language.	4. Understand words and phrases in a text that allude to significant characters found in mythology (e.g., <i>Herculean</i>), drawing on a wide reading of classic myths from a variety of cultures and periods.	4. Identify how metaphors and similes as well as rhymes and other repetitions of sounds (e.g., alliteration) supply meaning and rhythm in a specific verse or stanza of a poem.
5. Demonstrate understanding of common features of legends, myths, and folk- and fairytales (e.g., heroes and villains; quests or challenges) when writing or speaking about classic stories from around the world.	5. Explain major differences between poems and prose, and refer to the structural elements of poems (e.g., stanza, verse, rhythm, meter) when writing or speaking about specific poems.	5. Explain major differences between drama and prose stories, and refer to the structural elements of drama (e.g., casts of characters, setting descriptions, dialogue, stage directions, acts, scenes) when writing or speaking about specific works of dramatic literature.
6. Distinguish their own point of view from those of characters in a story.	6. Compare the point of view from which different stories are narrated, including the difference between first- and third-person narrations.	6. Identify how a narrator's perspective or point of view influences how events are described.
Integration of Knowledge and Ideas		
7. Use information from illustrations and other visual elements in a text with the words to develop an understanding of the setting, characters, and plot.	7. Integrate information from several illustrations and other visual elements in a text with the words to develop an understanding of how the setting and characters change and the plot develops.	7. Explain how images, sounds, and movements contribute to an animated or live-action adaptation of a story, comparing that version to what they “see” or “hear” from reading the text.
8. (Not applicable to literature)	8. (Not applicable to literature)	8. (Not applicable to literature)
9. Compare and contrast the plots, settings, and themes of stories written by the same author about the same or similar characters (e.g., in books from a series).	9. Compare and contrast thematically similar tales, myths, and accounts of events from various cultures.	9. Compare the treatment of similar ideas and themes (e.g., opposition of good and evil) as well as character types and patterns of events in myths and other traditional literature from different cultures.
Range and Level of Text Complexity		
10. Read literature independently, proficiently, and fluently within the grades 2–3 text complexity band; read “stretch” texts in the grades 4–5 text complexity band with scaffolding as needed.	10. Read literature independently, proficiently, and fluently in the grades 4–5 text complexity band; read texts at the high end of the range with scaffolding as needed.	10. Read literature independently, proficiently, and fluently within the grades 4–5 text complexity band; read “stretch” texts in the grades 6–8 text complexity band with scaffolding as needed.

Reading Standards for Informational Text K–5

Kindergartners:	Grade 1 students:	Grade 2 students:
Key Ideas and Details		
1. With prompting and support, ask and answer questions about information and events a text.	1. Ask and answer questions about key information and events in a text.	1. Ask and answer such questions as <i>who</i> , <i>what</i> , <i>where</i> , <i>when</i> , <i>why</i> , and <i>how</i> to demonstrate understanding of key information and events in a text.
2. Identify the main topic and main ideas of a text.	2. Identify the main topic, main ideas, and key details of a text.	2. Identify the main focus of a multiparagraph text as well as that of specific paragraphs within the text.
3. With prompting and support, describe the connection between two events or ideas in a text.	3. Describe the connection between two key events or ideas in a text.	3. Describe the connection between two or more historical events or scientific concepts in a text.
Craft and Structure		
4. Ask questions about unknown words in a text.	4. Learn and determine the meanings of words and phrases encountered in text relevant to a <i>grade 1 topic or subject area</i> .	4. Learn and determine the meanings of words and phrases encountered in text relevant to a <i>grade 2 topic or subject area</i> .
5. Locate basic information in a text.	5. Describe how a text groups information into general categories (e.g., cows, pigs, and horses are <i>farm animals</i>).	5. Know and use various text features (e.g., captions, headings, tables of contents, glossaries, indexes, electronic menus, icons) to locate key facts or information.
6. Name the author and illustrator of a text and define the role of each.	6. Distinguish between information provided by pictures or illustrations and that provided by the words in a text.	6. Identify the main purpose of a text, including what question the author aims to answer or what the author aims to explain or describe.
Integration of Knowledge and Ideas		
7. Relate pictures or illustrations to the overall text in which they appear.	7. Use pictures, illustrations, and details in a text to describe the key ideas.	7. Explain how images and illustrations contribute to and clarify a text.
8. With prompting and support, recognize cause-and-effect relationships in a text.	8. Identify cause-and-effect relationships in a text.	8. Describe how specific causes link key events or ideas together in a text.
9. With prompting and support, recognize basic similarities in and differences between two texts on the same topic (e.g., in illustrations or descriptions).	9. Identify similarities in and differences between two texts on the same topic (e.g., in illustrations or descriptions).	9. Describe similarities in and differences between two texts on the same topic.
Range and Level of Text Complexity		
10. Read emergent-reader informational texts with purpose and understanding.	10. Read independently, proficiently, and fluently informational texts appropriately complex for grade 1.	10. Read informational texts independently, proficiently, and fluently within the grades 2–3 text complexity band; read texts at the high end of the range with scaffolding as needed.

Reading Standards for Informational Text K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
Key Ideas and Details		
1. Ask and answer questions to demonstrate understanding of a text, explicitly using the text as the basis for the answers.	1. Draw on details and examples from a text to support statements about the text.	1. Quote from a text to support statements about the text.
2. Determine the main idea of a text and explain how it is supported by the key details.	2. Determine the main idea and supporting details of a text; summarize the text.	2. Determine two or more main ideas and how they are supported by details; summarize the text.
3. Describe the relationship between historical or scientific events or ideas in a text, using knowledge of connective devices that pertain to time, sequence, and cause and effect.	3. Describe the sequence of events in an historical or scientific account, including what happened and why, based on specific information in a text.	3. Explain the relationships between two or more historical events or scientific concepts by drawing on specific information from one or more texts.
Craft and Structure		
4. Learn and determine the meanings of general academic language and domain-specific words and phrases encountered in a text relevant to a <i>grade 3 topic or subject area</i> .	4. Learn and determine the meanings of general academic language and domain-specific words or phrases encountered in a text relevant to a <i>grade 4 topic or subject area</i> .	4. Learn and determine the meanings of general academic language and domain-specific words and phrases encountered in a text relevant to a <i>grade 5 topic or subject area</i> .
5. Use text features (e.g., bold print, key words, topic sentences, hyperlinks, electronic menus, icons) to locate information quickly and efficiently.	5. Use text features and search tools to locate and process information relevant to a given topic.	5. Describe how events, ideas, or information are organized (e.g., chronology, comparison, cause and effect) in a whole text or in part of a text.
6. Compare what is presented in a text with relevant prior knowledge and beliefs, making explicit what is new or surprising.	6. Compare an eyewitness account to a secondhand account of the same event or topic.	6. Analyze two accounts of the same event or topic and describe important similarities and differences in the details they provide.
Integration of Knowledge and Ideas		
7. Integrate information from illustrations and other visual elements (e.g., maps, photographs) in print and digital texts as an aid to understanding where, when, why, and how key events occur.	7. Interpret factual information presented graphically or visually (e.g., in charts, diagrams, time lines, animations, and interactive elements) and explain how the information contributes to understanding a print or digital text.	7. Draw on information from multiple print or digital sources, demonstrating the ability to locate an answer to a question quickly or to solve a problem efficiently.
8. Describe the logical connection between paragraphs and between sentences in a text (e.g., comparison, sequence, example).	8. Explain how an author uses evidence to support his or her claims in a text.	8. Explain how an author uses evidence to support his or her claims in a text, identifying what evidence supports which claim(s).
9. Compare and contrast information drawn from two texts on the same subject.	9. Describe how two or more texts on the same subject build on one another; provide a coherent picture of the information they convey.	9. Integrate information from several texts on the same subject in order to write or speak about the subject knowledgeably.
Range and Level of Text Complexity		
10. Read informational texts independently, proficiently, and fluently within the grades 2–3 text complexity band; read “stretch” texts in the grades 4–5 text complexity band with scaffolding as needed.	10. Read informational texts independently, proficiently, and fluently within the grades 4–5 text complexity band; read texts at the high end of the range with scaffolding as needed.	10. Read informational texts independently, proficiently, and fluently within the grades 4–5 text complexity band; read “stretch” texts in the grades 6–8 text complexity band with scaffolding as needed.

Reading Standards: Foundational Skills (K–3)

These standards are directed toward fostering students’ understanding and working knowledge of concepts of print, the alphabetic principle, and other basic conventions of the English writing system. These Foundational Skills are not an end in and of themselves; rather, they are necessary and important components of an effective, comprehensive reading program designed to develop proficient readers with the capacity to comprehend texts across a range of types and disciplines.

Kindergartners:	Grade 1 students:
<i>Print Concepts</i>	
1. Demonstrate understanding of the organization and basic features of print. <ul style="list-style-type: none"> a. Identify the front cover, back cover, and title page of a book. b. Follow words from left to right, top to bottom, and page by page. c. Understand that words are separated by spaces in print. d. Recognize and name all upper- and lowercase letters of the alphabet. 	1. (Not applicable)
<i>Phonological Awareness</i>	
2. Demonstrate understanding of spoken words, syllables, and phonemes. <ul style="list-style-type: none"> a. Recite and produce rhyming words. b. Count, pronounce, blend, and segment syllables in spoken words. c. Count individual words in spoken phrases or simple sentences. d. Blend and segment consonants and rimes of spoken words (/g/ - /oat/, /bl/ - /ack/). e. Demonstrate phonemic awareness by isolating and pronouncing the initial, medial vowel, and final phonemes (sounds) in three-phoneme (CVC) words (e.g., /save/, /ham/).¹ (This does not include CVCs ending with /l/, /r/, or /x/.) f. Add or substitute individual phonemes in simple, one-syllable words to make new words (e.g., /at/ → /sat/ → /mat/ → /map/). 	2. Demonstrate understanding of spoken words, syllables, and phonemes. <ul style="list-style-type: none"> a. Aurally distinguish long from short vowel sounds in spoken single-syllable words (e.g., /tap/ vs. /tape/, /sock/ vs. /soak/, /sit/ vs. /sight/). b. Orally produce single-syllable words by blending phonemes, including consonant blends (e.g., /cats/, /black/, /blast/). c. Isolate and pronounce initial, medial vowel, and final phonemes (sounds) in spoken single-syllable words (e.g., /fast/, /fast/, /fast/). d. Segment spoken single-syllable words into their complete sequence of individual phonemes (e.g., lap: /l/-/a/-/p/ → /f/-/l/-/a/-/p/).

¹Words, syllables, or phonemes written in /slashes/refer to their pronunciation or phonology. Thus, /CVC/ is a word with three phonemes regardless of the number of letters in the spelling of the word.

Reading Standards: Foundational Skills (K–3)

Kindergartners:	Grade 1 students:	Grade 2 students:	Grade 3 students:
<i>Phonics and Word Recognition</i>			
<p>3. Know and apply grade-level phonics and word analysis skills in decoding words.</p> <p>a. Demonstrate basic knowledge of letter-sound correspondences by producing the primary or most frequent sound for each consonant.</p> <p>b. Associate the long and short sounds with the graphemes for the five major vowels.</p> <p>c. Read at least twenty-five very-high-frequency words by sight (e.g., <i>the, of, to, you, she, my, is, are, do, does</i>).</p> <p>d. Distinguish between similarly spelled words by identifying the sounds of the letters that differ (e.g., <i>bat</i> vs. <i>sat</i>, <i>cat</i> vs. <i>can</i>, <i>hit</i> vs. <i>hot</i>).</p>	<p>3. Know and apply grade-level phonics and word analysis skills in decoding words.</p> <p>a. Know the spelling-sound correspondences for common consonant digraphs (e.g., <i>-ll, -ck, wr-, sh</i>).</p> <p>b. Decode regularly spelled one-syllable words (e.g., <i>lock, much, see, rain, slide, bake, bring</i>).</p> <p>c. Know final <i>-e</i> (e.g., <i>take, side</i>) and common vowel team conventions (e.g., <i>rain, day, week, seat, road, show</i>) for representing long vowel sounds.</p> <p>d. Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word.</p> <p>e. Decode two-syllable words following basic patterns (e.g., <i>rabbit</i>) by breaking the words into syllables.</p> <p>f. Read words with inflectional endings (e.g., <i>-s, -es, -ed, -ing, -er, -est</i>).</p> <p>g. Recognize and read grade-appropriate irregularly spelled words (e.g., <i>said, were, could, would, their, there, through, none, both</i>).</p>	<p>3. Know and apply grade-level phonics and word analysis skills in decoding words.</p> <p>a. Distinguish long and short vowels when reading regularly spelled one-syllable words (e.g., <i>hop</i> vs. <i>hope, men</i> vs. <i>mean, fell</i> vs. <i>feel, bend</i> vs. <i>bead</i>).</p> <p>b. Know spelling-sound correspondences for additional common vowel teams (e.g., <i>loud, cow, look, loop, boy, boil</i>).</p> <p>c. Decode regularly spelled two-syllable words with long vowels (e.g., <i>surprise, remain, needle, baby, paper</i>).</p> <p>d. Decode words with common prefixes and suffixes (e.g., <i>unhappy, carefully, goodness, unbutton</i>).</p> <p>e. Identify words with inconsistent but common spelling-sound correspondences (e.g., <i>heat</i> vs. <i>head, roll</i> vs. <i>doll, hint</i> vs. <i>hind</i>).</p> <p>f. Recognize and read grade-appropriate irregularly spelled words (e.g., <i>through, eyes, busy, ocean, island, people</i>).</p>	<p>3. Know and apply grade-level phonics and word analysis skills in decoding words.</p> <p>a. Identify and know the meaning of the most common prefixes and derivational suffixes (e.g., <i>un-, re-, mis-, -ful, -less, -able</i>).</p> <p>b. Decode words with common Latin suffixes (e.g., <i>-tion/-sion, -ture, -tive/-sive, -ify, -ity, -ment</i>).</p> <p>c. Decode multisyllable words (e.g., <i>supper, chimpanzee, refrigerator, terrible, frightening</i>).</p> <p>d. Read grade-appropriate irregularly spelled words (e.g., <i>although, science, stomach, machine</i>).</p>
<i>Fluency</i>			
<p>4. Read with sufficient accuracy and fluency to support comprehension.</p> <p>a. Read emergent-reader texts with purpose and understanding.</p>	<p>4. Read with sufficient accuracy and fluency to support comprehension.</p> <p>a. Read on-level text with purpose and understanding.</p> <p>b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.</p> <p>c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.</p>	<p>4. Read with sufficient accuracy and fluency to support comprehension.</p> <p>a. Read on-level text with purpose and understanding.</p> <p>b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.</p> <p>c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.</p>	<p>4. Read with sufficient accuracy and fluency to support comprehension.</p> <p>a. Read on-level text with purpose and understanding.</p> <p>b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings.</p> <p>c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary.</p>

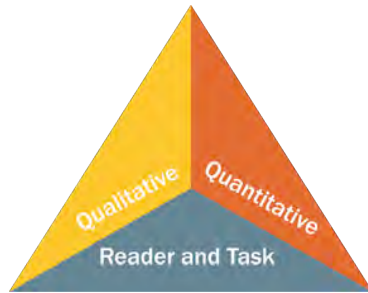
Range and Level of Text Complexity for Student Reading by Grade (Standard 10)

Students demonstrate proficiency in reading texts at the following ranges of text complexity to progress on a path to college and career readiness.

K	(See specific exemplars.)		
1			
2	2–3 Level Text 100%	4–5 Level Text	In grade 2 , students focus on reading texts independently in the grades 2–3 text complexity band, with scaffolding likely required for texts at the high end of the range.
3	2–3 Level Text 70%	4–5 Level Text 30%	In grade 3 , students focus on reading texts independently in the grades 2–3 text complexity band (70 percent) and are introduced to texts in the grades 4–5 text complexity band as “stretch” texts (30 percent), which will likely require scaffolding.
4	4–5 Level Text 100%	6–8 Level Text	In grade 4 , students focus on reading texts independently in the grades 4–5 text complexity band, with scaffolding likely required for texts at the high end of the range.
5	4–5 Level Text 70%	6–8 Level Text 30%	In grade 5 , students focus on reading independently in the grades 4–5 text complexity band (70 percent) and are introduced to texts in the grades 6–8 text complexity band as “stretch” texts (30 percent), which will likely require scaffolding.

Note: In any given classroom, the actual range of students’ reading ability could be greater than the proposed range. Some students will require extra time and intense support and scaffolding to enable them to read grade-level material, whereas other students will be ready for—and should be encouraged to read—more advanced texts.

Measuring Text Complexity: Three Factors



Qualitative evaluation of the text: Levels of meaning, structure, language conventionality and clarity, and knowledge demands

Quantitative evaluation of the text: Readability measures and other scores of text complexity

Matching reader to text and task: Reader knowledge, motivation, and interests as well as the complexity generated by the tasks to be assigned and the questions to be posed

Note: More detailed information on text complexity and how it is measured is contained in Appendix A.

Range of Text Types for K–5

Students in K–5 apply the Reading standards to the following range of text types, with texts selected from a broad range of cultures and periods.

Literature			Informational Text
Stories	Drama	Poetry	Literary Nonfiction, History/Social Studies, and Science and Technical Texts
Includes children’s adventure stories, folktales, legends, fables, fantasy, realistic fiction, and myth	Includes staged dialogue and brief familiar scenes	Includes nursery rhymes and the subgenres of the narrative poem, limerick, and free verse poem	Includes biographies and autobiographies; books about history, social studies, science, and the arts; and digital media sources on a range of topics

College and Career Readiness Standards for Writing

The K–5 standards on the following pages define what students should understand and be able to do in each grade and build toward the ten College and Career Readiness Standards.

Text Types and Purposes¹

1. Write arguments to support a substantive claim with clear reasons and relevant and sufficient evidence.
2. Write informative/explanatory texts to convey complex information clearly and accurately through purposeful selection and organization of content.
3. Write narratives to convey real or imagined experiences, individuals, or events and how they develop over time.

Production and Distribution of Writing

4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience.
5. Strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.²
6. Use technology, including the Internet, to produce, publish, and interact with others about writing.

Research to Build Knowledge

7. Perform short, focused research projects as well as more sustained research in response to a focused research question, demonstrating understanding of the material under investigation.
8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate and cite the information while avoiding plagiarism.
9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.

Range of Writing

10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.³

¹These broad categories of writing include many subgenres. See Appendix A for definitions of key writing types.

²See “Conventions” in Language, pages 22–26, for specific editing expectations.

³This standard is measured by the proficiency of student writing products.

Note on range and content of student writing

To build a foundation for college and career readiness, students need to learn to use writing as a way of offering and supporting opinions, demonstrating understanding of the subjects they are studying, and conveying thoughts, feelings, and real and imaginary experiences. They learn to appreciate that a key purpose of writing is to communicate clearly to an external, sometimes unfamiliar audience, and they begin to adapt the form, content, and style of their writing to accomplish a particular purpose and task. They develop the capacity to build knowledge on a subject through research projects and to respond analytically to literary and informational sources. To meet these goals, students must devote significant time and effort to writing, producing numerous pieces over short and long time frames throughout the year.

Writing Standards K–5

Following are the standards for K–5, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction in each year to help ensure that students gain adequate exposure to a range of skills and applications. Growth in writing ability is characterized by an increasing sophistication in all aspects of language use, from vocabulary and syntax to the development and organization of ideas. At the same time, the content and sources that students address in their writing grow in demand every year.

Kindergartners:	Grade 1 students:	Grade 2 students:
Text Types and Purposes		
1. Use a combination of drawing, dictating, and writing to compose opinions in which they tell a reader the name of a book or the topic they are “writing” about and give an opinion about the topic (e.g., <i>My favorite book is . . .</i>).	1. Write opinions in which they introduce the topic or the name of the book they are writing about, state an opinion, and provide a reason for their opinion.	1. Write opinions in which they introduce the topic or book(s) directly, state an opinion, provide reasons and details to support opinions, use words to link opinions and reason(s) (e.g., <i>because, and, also</i>), and provide a sense of closure.
2. Use a combination of drawing, dictating, and writing to compose informative and explanatory texts in which they name what they are “writing” about and share some information about it.	2. Write informative and explanatory texts in which they name a topic, supply some facts relevant to the topic, and provide some sense of closure.	2. Write informative and explanatory texts in which they introduce a topic, use facts and definitions to develop points, present similar information together using headers to signal groupings when appropriate, and provide a concluding sentence or section.
3. Use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order that they occurred, and provide a reaction to what happened.	3. Write narratives in which they include at least two or more appropriately sequenced events, use time cue words to signal event order, and provide some details and a sense of closure.	3. Write narratives in which they recount a well-elaborated event or series of events, use temporal words and phrases to signal event order, include details to tell what the narrator did, thought, and felt, and provide closure.
Production and Distribution of Writing		
4. (Begins in grade 3)	4. (Begins in grade 3)	4. (Begins in grade 3)
5. With guidance and support from adults, add details to strengthen writing as needed through revision.	5. With guidance and support from adults, add details to strengthen writing as needed through revision.	5. With guidance from adults, strengthen writing as needed by revising and editing.
6. (Begins in grade 2)	6. (Begins in grade 2)	6. With guidance from adults, use technology to produce writing.
Research to Build Knowledge		
7. (Begins in grade 1)	7. Participate in shared research and writing projects (e.g., exploring a number of books on a given topic).	7. Participate in shared research and writing projects (e.g., exploring a number of books on a given topic).
8. Gather information from experiences or provided text sources to answer a specific question.	8. Gather information from experiences or provided text sources to answer a specific question.	8. Gather information from experiences or provided text sources to answer a specific question.
9. (Begins in grade 4)	9. (Begins in grade 4)	9. (Begins in grade 4)
Range of Writing		
10. (Begins in grade 4)	10. (Begins in grade 4)	10. (Begins in grade 4)

Writing Standards K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
Text Types and Purposes		
<p>1. Write opinions in which they:</p> <ul style="list-style-type: none"> a. Introduce the topic or book(s) directly, state an opinion relative to the topic, and create an organizing structure that lists reasons. b. Provide reasons that support the opinion. c. Use appropriate words to link opinions and reason(s) (e.g., <i>because, therefore, in order to, since, for example</i>). d. Provide a sense of closure. 	<p>1. Write opinions in which they:</p> <ul style="list-style-type: none"> a. Introduce an opinion about a concrete issue or topic and create an organizing structure where related ideas are grouped to support the writer’s purpose. b. Provide reasons that are supported by facts and details. c. Link reasons and details together using words and phrases (e.g., <i>so, then, for instance, in addition</i>). d. Adopt an appropriate style for sharing and defending an opinion. e. Provide a concluding statement or section. 	<p>1. Write opinions in which they:</p> <ul style="list-style-type: none"> a. Introduce an opinion about a concrete issue or topic and create an organizing structure where ideas are logically grouped to support the writer’s purpose. b. Provide logically ordered reasons that are supported by facts and details. c. Link reasons and details together using words, phrases, and clauses (e.g., <i>consequently, generally, specifically</i>). d. Adopt an appropriate style for sharing and defending an opinion. e. Provide a concluding statement or section.
<p>2. Write informative/explanatory pieces in which they:</p> <ul style="list-style-type: none"> a. Introduce a topic and create an organizational structure that presents similar information together. b. Provide some details to develop points. c. Use linking words (e.g., <i>also, another, and, more</i>) to connect ideas within categories of information. d. Include a concluding sentence or section. 	<p>2. Write informative/explanatory pieces in which they:</p> <ul style="list-style-type: none"> a. State the topic clearly and group related information in paragraphs and sections. b. Develop the topic using facts, concrete details, quotations, or other information and examples. c. Use appropriate links to join ideas within categories of information. d. Employ domain-specific vocabulary when appropriate. e. Provide a conclusion related to the information or explanation offered. 	<p>2. Write informative/explanatory pieces in which they:</p> <ul style="list-style-type: none"> a. State the topic clearly, provide a general observation and focus, and group related information logically. b. Develop the topic using relevant facts, concrete details, quotations, or other information and examples. c. Use appropriate links to join ideas within and across categories of information. d. Employ domain-specific vocabulary and some technical terms when appropriate. e. Provide a conclusion related to the information or explanation offered.
<p>3. Write narratives in which they:</p> <ul style="list-style-type: none"> a. Establish a situation, introduce a narrator and/or characters, and organize an event sequence that unfolds naturally. b. Employ dialogue and descriptions of characters’ actions, thoughts, and feelings. c. Use temporal words and phrases to signal event sequence. d. Provide a sense of closure. 	<p>3. Write narratives in which they:</p> <ul style="list-style-type: none"> a. Orient the reader by establishing a situation, introduce a narrator and/or characters, and organize an event sequence that unfolds naturally. b. Use narrative techniques such as dialogue and description to develop events and show the characters’ external behaviors and internal responses to events. c. Use a variety of temporal words and phrases to manage the sequence of events. d. Use concrete and sensory words and phrases to convey events and experiences precisely. e. Provide a satisfying conclusion that follows from the narrative’s events. 	<p>3. Write narratives in which they:</p> <ul style="list-style-type: none"> a. Engage and orient the reader by establishing a situation, introduce a narrator and/or characters, and create an organization that sequences events naturally and logically. b. Use narrative techniques such as dialogue, pacing, and description to develop events and show characters’ external behaviors and internal responses. c. Use a variety of temporal words, phrases, and clauses to manage the sequence of events. d. Use well-chosen words and phrases to convey events and experiences precisely. e. Provide a satisfying conclusion that follows from the narrative’s events.

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Writing Standards K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
<i>Production and Distribution of Writing</i>		
4. (Begins in grade 4).	4. Produce coherent and clear writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in Standards 1–3 above.)	4. Produce coherent and clear writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in Standards 1–3 above.)
5. With guidance and support from peers and adults, strengthen writing as needed by revising and editing.	5. With guidance and support from peers and adults, strengthen writing as needed by planning, revising, and editing.	5. With guidance and support from peers and adults, strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
6. With guidance and support from adults, use technology to produce and publish writing.	6. With guidance and support from adults, use technology to produce, publish, and interact with others about writing.	6. With guidance and support from adults, use technology, including the Internet, to produce, publish, and interact with others about writing.
<i>Research to Build Knowledge</i>		
7. Perform short, focused research tasks that build knowledge about a topic.	7. Perform short, focused research tasks that build knowledge through investigation of different aspects of a single topic.	7. Perform short, focused research tasks that build knowledge through investigation of different aspects of a topic using several sources.
8. Gather information from experience as well as print and digital resources, take simple notes on sources, and sort evidence into provided categories.	8. Gather relevant information from experience as well as print and digital sources, take notes and categorize evidence, restate information in written text, and provide basic bibliographic information.	8. Gather relevant information from experience as well as print and digital sources; summarize or paraphrase information in notes and finished work, and provide basic bibliographic information.
9. (Begins in grade 4)	9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned: <ol style="list-style-type: none"> Apply <i>grade 4 reading standards</i> to informational texts (e.g., “Explain how an author uses evidence to support his or her claims in a text”). Apply <i>grade 4 reading standards</i> to literature (e.g., “Describe in detail a character, event, or setting, drawing on specific details in the text (e.g., from a character’s thoughts, words, deeds, and interactions with others”). 	9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned: <ol style="list-style-type: none"> Apply <i>grade 5 reading standards</i> to informational texts (e.g., “Explain how an author uses evidence to support his or her claims in a text, identifying what evidence supports which claim(s)”). Apply <i>grade 5 reading standards</i> to literature (e.g., “Compare and contrast two or more characters, events, or settings in a text, drawing on specific details”).
<i>Range of Writing</i>		
10. (Begins in grade 4)	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.	10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

College and Career Readiness Standards for Speaking and Listening

The K–5 standards on the following pages define what students should understand and be able to do in each grade and build toward the six College and Career Readiness Standards.

Comprehension and Collaboration

1. Participate effectively in a range of interactions (one-on-one and in groups), exchanging information to advance a discussion and to build on the input of others.
2. Integrate and evaluate information from multiple oral, visual, or multimodal sources in order to answer questions, solve problems, or build knowledge.
3. Evaluate the speaker’s point of view, reasoning, and use of evidence and rhetoric.

Presentation of Knowledge and Ideas

4. Present information, evidence, and reasoning in a clear and well-structured way appropriate to purpose and audience.
5. Make strategic use of digital media and visual displays of data to express information and enhance understanding.
6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate.

Note on range and content of student speaking and listening

To build a foundation for college and career readiness, students must have ample opportunities to take part in a variety of rich, structured conversations—whole class, small group, and with a partner. Being productive members of these conversations requires that students contribute accurate, relevant information; respond to and develop what others have said; make comparisons and contrasts; and analyze and synthesize a multitude of ideas in various domains.

New technologies have broadened and expanded the role that speaking and listening play in acquiring and sharing knowledge and have tightened their link to other forms of communication. Digital texts confront students with the potential for continually updated content and dynamically changing combinations of words, graphics, images, hyperlinks, and embedded video and audio.

Speaking and Listening Standards K–5

Following are the standards for K–5, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction in each year to help ensure that students gain adequate exposure to a range of skills and applications.

Kindergartners:	Grade 1 students:	Grade 2 students:
Comprehension and Collaboration		
1. Participate in conversations with peers and adults about <i>kindergarten topics and texts</i> being studied in class. <ol style="list-style-type: none"> Listen to others and take turns speaking. Continue a conversation through several exchanges. 	1. Initiate and participate in conversations with peers and adults about <i>grade 1 topics and texts</i> being studied in class. <ol style="list-style-type: none"> Follow agreed-upon rules for discussions, such as listening to others, speaking one at a time, and gaining the floor in respectful ways. Respond to the comments of others through multiple exchanges. Ask questions to clear up confusion about a topic. 	1. Engage in group discussions on <i>grade 2 topics and texts</i> being studied in class. <ol style="list-style-type: none"> Follow agreed-upon rules for discussions, such as listening to others, speaking one at a time, and gaining the floor in respectful ways. Stay on topic by linking their own additions to the conversation to the previous remarks of others. Ask for clarification and further explanation as needed. Extend their ideas and understanding in light of the discussions.
2. Confirm understanding of information presented orally or through media by asking and answering questions about key details.	2. Confirm understanding of information presented orally or through media by restating key elements and asking and answering questions about key details.	2. Retell key details or ideas presented orally or through media.
3. Ask questions to get information, seek help, or clarify something that is not understood.	3. Ask questions to get information, clarify something that is not understood, or gather additional information.	3. Ask and answer questions about information presented orally or visually in order to deepen their understanding or clarify comprehension.
Presentation of Knowledge and Ideas		
4. Describe familiar people, places, things, and events and, with prompting and support, provide additional detail.	4. Describe familiar people, places, things, and events with relevant details, expressing ideas and feelings clearly.	4. Recount stories or experiences with appropriate facts and descriptive details.
5. (Begins in grade 4)	5. (Begins in grade 4)	5. (Begins in grade 4)
6. (Begins in grade 1)	6. Produce complete sentences when appropriate to task and situation, using correct verb tenses to convey a sense of past, present, and future. (See “Conventions” in Language, pages 22–26, for specific demands.)	6. Produce complete sentences when appropriate to task and situation to provide requested detail or clarification, ensuring subject-verb agreement and correct use of irregular plural nouns. (See “Conventions” in Language, pages 22–26, for specific demands.)

Speaking and Listening Standards K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
Comprehension and Collaboration		
1. Initiate and engage in group discussions on <i>grade 3 topics and texts</i> being studied in class. <ol style="list-style-type: none"> Follow agreed-upon rules for discussions and carry out assigned roles in small-group discussions. Pose relevant questions and link their own additions to the conversation to the previous remarks of others. Extend their ideas and understanding in light of the discussions. 	1. Initiate and engage in group discussions on <i>grade 4 topics and texts</i> being studied in class. <ol style="list-style-type: none"> Come to discussions prepared, having read required material; in discussions, explicitly draw on that material and other information known about the topic. Pose and respond to questions as well as build on the ideas of previous speakers. Acknowledge new information provided by others and incorporate it into their own thinking as appropriate. 	1. Initiate and engage in group discussions on <i>grade 5 topics and texts</i> being studied in class. <ol style="list-style-type: none"> Come to discussions prepared, having read the required material; in discussions, explicitly draw on that material and other information known about the topic. Respond to questions with elaboration, make comments that contribute to the topic, and build on the ideas of previous speakers. Ask questions to clarify or follow up on ideas or information presented orally or through media. Draw conclusions based on the ideas of others and incorporate them into their own thinking as appropriate.
2. Identify the main ideas and supporting details of information presented graphically, visually, orally, or multimodally.	2. Paraphrase the key information or ideas presented graphically, visually, orally, or multimodally.	2. Summarize the key ideas and supporting details presented graphically, visually, orally, or multimodally.
3. Ask and answer questions about presentations, offering appropriate elaboration and detail.	3. Identify the claims and supporting evidence used by a speaker or a presenter.	3. Summarize the claims made by a speaker or presenter and explain how each claim is supported with evidence.
Presentation of Knowledge and Ideas		
4. Report on a topic or recount stories or experiences with appropriate facts and descriptive details.	4. Report on events, topics, or texts in an organized manner, using appropriate, specific facts and descriptive details to support main ideas.	4. Report on events, topics, or texts in a focused, organized manner, sequencing ideas logically and using appropriate, specific facts, details, examples, or other information to develop main ideas.
5. (Begins in grade 4)	5. Incorporate visual displays and digital media into presentations when appropriate.	5. Incorporate visual displays and digital media into presentations when appropriate.
6. Speak coherently, employing a variety of tenses and ensuring subject-verb and pronoun-antecedent agreement. (See “Conventions” in Language, pages 22–26, for specific demands.)	6. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation. (See “Conventions” in Language, pages 22–26, for specific demands.)	6. Adapt speech to a variety of contexts and communicative tasks, using formal English when appropriate to task and situation. (See “Conventions” in Language, pages 22–26, for specific demands.)

College and Career Readiness Standards for Language

The K–5 standards on the following pages define what students should understand and be able to do in each grade and build toward the six College and Career Readiness Standards.

Conventions in Writing and Speaking

1. Demonstrate a command of the conventions of standard English grammar and usage.
2. Demonstrate a command of the conventions of capitalization, punctuation, and spelling.
3. Make effective choices about language, punctuation, and sentence structure for meaning and style.

Vocabulary Acquisition and Use

4. Determine the meaning of words and phrases encountered through conversations, reading, and media use.
5. Understand the nuances of and relationships among words.
6. Use grade-appropriate general academic vocabulary and domain-specific words and phrases purposefully acquired as well as gained through conversation and reading and responding to texts.

Note on range and content of student language use

To build a foundation for college and career readiness in language, students must gain control over many conventions of writing and speaking as well as acquire new words and understand those that they encounter through listening, reading, and media use. They must be able to determine the meaning of grade-appropriate words, come to appreciate that words have shadings of meaning and relationships to other words, and expand their vocabulary through conversation and (especially in later grades) through reading and by being taught words directly in the course of studying subject matter. The inclusion of Language standards in their own strand should not be taken as an indication that skills related to conventions and vocabulary are unimportant to reading, writing, speaking, and listening; indeed, they are

Language Standards K–5

Following are the standards for K–5, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction in each year to help ensure that students gain adequate exposure to a range of skills and applications.

Kindergartners:	Grade 1 students:	Grade 2 students:
Conventions in Writing and Speaking		
<p>1. Observe conventions of grammar and usage.</p> <ul style="list-style-type: none"> a. Print most upper- and lowercase letters. b. Write a letter or letters for most consonant and short-vowel sounds (phonemes). c. Form regular plural nouns orally by adding /s/ or /es/ (e.g., <i>dog, dogs; wish, wishes</i>) when speaking. d. Understand and use the most frequently occurring prepositions in English (e.g., <i>to/from, in/out, on/off, for, of, by, with</i>) when speaking. e. Produce and expand complete sentences in shared language and writing activities. f. Understand and use question words (e.g., <i>who, what, where, when, why, how</i>) in discussions. 	<p>1. Observe conventions of grammar and usage.</p> <ul style="list-style-type: none"> a. Print all upper- and lowercase letters. b. Use singular and plural nouns with matching verbs in simple sentences (e.g., <i>He hops; We hop</i>). c. Use subject, object, and possessive pronouns in speaking and writing (e.g., <i>I, me, my; they, them, their</i>). d. Use verbs to convey a sense of past, present, and future in writing and speaking (e.g., <i>Yesterday I walked home; Today I walk home; Tomorrow I will walk home</i>). e. Understand and use frequently occurring prepositions in English (e.g., <i>during, beyond, toward</i>). f. Produce and expand complete declarative, interrogative, imperative, and exclamatory sentences in response to questions and prompts. g. Understand that, minimally, every sentence must be about something (the subject) and tell something (the predicate) about its subject. 	<p>1. Observe conventions of grammar and usage.</p> <ul style="list-style-type: none"> a. Form common irregular plural nouns (e.g., <i>feet, children, teeth, mice, fish</i>). b. Form the past tense of common irregular verbs (e.g., <i>sat, hid, told</i>). c. Produce and expand complete declarative, interrogative, imperative, and exclamatory sentences. d. Produce and expand complete sentences to provide requested detail or clarification.
<p>2. Observe conventions of capitalization, punctuation, and spelling.</p> <ul style="list-style-type: none"> a. Capitalize the first word in a sentence and the pronoun <i>I</i>. b. Name and identify end punctuation, including periods, question marks, and exclamation points. c. Spell simple words phonetically using knowledge of sound-letter relationships. 	<p>2. Observe conventions of capitalization, punctuation, and spelling.</p> <ul style="list-style-type: none"> a. Capitalize names, places, and dates. b. Use end punctuation for sentences, including periods, question marks, and exclamation points. c. Use commas in dates and to separate single words in a series. d. Use conventional spelling for words with common spelling patterns and for common irregular words. e. Use phonetic spellings for untaught words, drawing on phonemic awareness and spelling conventions. f. Form new words through addition, deletion, and substitution of sound and letters (e.g., <i>an → man → mat → mast → must → rust → crust</i>). 	<p>2. Observe conventions of capitalization, punctuation, and spelling.</p> <ul style="list-style-type: none"> a. Capitalize holidays, product names, geographic names, and important words in titles. b. Use commas in greetings and closings of letters. c. Use apostrophes to form contractions and common possessives. d. Generalize learned spelling patterns when writing words (e.g., <i>cage → badge; boy → boil; paper → copper</i>). e. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings.
3. (Begins in grade 3)	3. (Begins in grade 3)	3. (Begins in grade 3)

Language Standards K–5

Kindergartners:	Grade 1 students:	Grade 2 students:
Vocabulary Acquisition and Use		
<p>4. Determine word meanings (<i>based on kindergarten reading</i>).</p> <ul style="list-style-type: none"> a. Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent. b. Identify new meanings for familiar words and apply them accurately (e.g., knowing <i>duck</i> as a bird and learning the verb <i>to duck</i>). c. Use the most common affixes in English (e.g., <i>-ed</i>, <i>-s</i>, <i>re-</i>, <i>un-</i>, <i>pre-</i>, <i>-ful</i>, <i>-less</i>) as a clue to the meaning of an unknown word. 	<p>4. Determine word meanings (<i>based on grade 1 reading</i>).</p> <ul style="list-style-type: none"> a. Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent. b. Use sentence-level context as a clue to the meaning of an unknown word. c. Use common affixes in English as a clue to the meaning of an unknown word. d. Define words by category and by one or more key attributes (e.g., a <i>duck</i> is a bird that swims; a <i>tiger</i> is a large cat with stripes). e. Demonstrate understanding of the concept of multiple-meaning words (e.g., <i>match</i>, <i>kind</i>, <i>play</i>) by identifying meanings of some grade-appropriate examples of such words. 	<p>4. Determine word meanings (<i>based on grade 2 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as understanding how the word is used in a sentence; analyzing the word's sounds, spelling, and meaningful parts; and consulting glossaries or beginning dictionaries, both print and digital. b. Explain the meaning of grade-appropriate compound words (e.g., <i>birdhouse</i>, <i>lighthouse</i>, <i>housefly</i>; <i>bookshelf</i>, <i>notebook</i>, <i>bookmark</i>). c. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., <i>addition</i>, <i>additional</i>). d. Determine the meaning of the new word formed when a known prefix is added to a known word (e.g., <i>happy/unhappy</i>, <i>tell/retell</i>).
<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Build real-life connections between words and their use (e.g., note places at school that are <i>colorful</i>). b. Distinguish shades of meaning among verbs describing the same general action (e.g., <i>walk</i>, <i>march</i>, <i>strut</i>, <i>prance</i>) by acting out the meanings. c. Use common adjectives to distinguish objects (e.g., the <i>small blue</i> square; the <i>shy white</i> rabbit). d. Demonstrate understanding of common verbs and adjectives by relating them to their opposites (antonyms). 	<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Build real-life connections between words and their use (e.g., note places at home that are <i>cozy</i>). b. Distinguish shades of meaning among verbs differing in manner (e.g., <i>look</i>, <i>peek</i>, <i>glance</i>, <i>stare</i>, <i>glare</i>, <i>scowl</i>) and adjectives differing in intensity (e.g., <i>large</i>, <i>gigantic</i>) by defining, choosing, or acting out the meanings. 	<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Build real-life connections between words and their use (e.g., describe foods that are <i>spicy</i> or <i>juicy</i>). b. Distinguish shades of meaning among related verbs (e.g., <i>toss</i>, <i>throw</i>, <i>hurl</i>) and related adjectives (e.g., <i>thin</i>, <i>slender</i>, <i>skinny</i>, <i>scrawny</i>).
<p>6. Use newly learned words acquired through conversations, reading, and responding to texts.</p>	<p>6. Use newly learned words acquired through conversations, reading, and responding to texts.</p>	<p>6. Use newly learned words acquired through conversations, reading, and responding to texts.</p>

Language Standards K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
Conventions in Writing and Speaking		
1. Observe conventions of grammar and usage. <ol style="list-style-type: none"> Explain the function of nouns, pronouns, verbs, adjectives, and adverbs in general and their functions in specific sentences. Form and use the simple (e.g., <i>I walked, I walk, I will walk</i>) verb tenses. Ensure subject-verb and pronoun-antecedent agreement.* Produce simple, compound, and complex sentences. 	1. Observe conventions of grammar and usage. <ol style="list-style-type: none"> Form and use the progressive (e.g., <i>I was walking, I am walking, I will be walking</i>) verb aspects. Form and use adjectives and adverbs (including comparative and superlative forms), placing them appropriately within sentences.* Produce complete sentences, avoiding rhetorically poor fragments and run-ons.* Correctly use frequently confused words (e.g., <i>to, too, two; there, their</i>).* 	1. Observe conventions of grammar and usage. <ol style="list-style-type: none"> Form and use the perfect (e.g., <i>I had walked, I have walked, I will have walked</i>) verb aspects. Recognize and correct inappropriate shifts in verb tense and aspect.*
2. Observe conventions of capitalization, punctuation, and spelling. <ol style="list-style-type: none"> Use correct capitalization. Use quotation marks in dialogue. Use conventional spelling for high-frequency and other studied words and for adding suffixes to base words (e.g., <i>sitting, smiled, cries, happiness</i>). Use spelling patterns and generalizations (e.g., word families, position-based spellings, syllable patterns, ending rules, meaningful word parts) in writing words. Consult reference materials, including dictionaries, as needed to check and correct spellings. 	2. Observe conventions of capitalization, punctuation, and spelling. <ol style="list-style-type: none"> Use quotation marks to mark direct speech and quotations from a text. Spell grade-appropriate words correctly, consulting references as needed. 	2. Observe conventions of capitalization, punctuation, and spelling. <ol style="list-style-type: none"> Use punctuation to separate items in a series.* Use a comma to separate an introductory element from the rest of the sentence. Use underlining, quotation marks, or italics to indicate titles of works. Spell grade-appropriate words correctly, consulting references as needed.
3. Make effective language choices. <ol style="list-style-type: none"> Use words for effect.* 	3. Make effective language choices. <ol style="list-style-type: none"> Use punctuation for effect.* Maintain consistency in style and tone.* Choose words and phrases to convey ideas precisely.* 	3. Make effective language choices. <ol style="list-style-type: none"> Expand, combine, and reduce sentences for meaning, reader/listener interest, and style.*

* Conventions standards noted with an asterisk (*) need to be revisited by students in subsequent grades as their writing and speaking grows in sophistication. See chart on page 27 for a complete listing.

Language Standards K–5

Grade 3 students:	Grade 4 students:	Grade 5 students:
Vocabulary Acquisition and Use		
<p>4. Determine word meanings (<i>based on grade 3 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as understanding how the word is used in a sentence; analyzing the word’s sounds, spelling, and meaningful parts; and consulting glossaries or beginning dictionaries, both print and digital. b. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., <i>company</i>, <i>companion</i>). c. Determine the meaning of the new word formed when a known affix is added to a known word (e.g., <i>agreeable</i> / <i>disagreeable</i>, <i>comfortable</i> / <i>uncomfortable</i>, <i>care</i> / <i>careless</i>, <i>heat</i> / <i>preheat</i>). d. Distinguish the literal and nonliteral meanings of words and phrases in context (e.g., <i>take steps</i>). 	<p>4. Determine word meanings (<i>based on grade 4 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., definitions, examples, or restatements in text); using syntactic clues (e.g., the word’s position or function in the sentence); analyzing the word’s sounds, spelling, and meaningful parts; and consulting reference materials, both print and digital. b. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., <i>telegraph</i>, <i>photograph</i>, <i>autograph</i>). c. Explain the meaning of simple similes and metaphors (e.g., <i>as pretty as a picture</i>). d. Paraphrase common idioms, adages, and proverbs. 	<p>4. Determine word meanings (<i>based on grade 5 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., definitions, examples, or restatements in text); using syntactic clues (e.g., the word’s position or function in the sentence); analyzing the word’s sounds, spelling, and meaningful parts; and consulting reference materials, both print and digital. b. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., <i>photograph</i>, <i>photosynthesis</i>). c. Interpret figurative language, including similes and metaphors. d. Explain the meaning of common idioms, adages, and proverbs.
<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Build real-life connections between words and their use (e.g., describe people who are <i>friendly</i> or <i>helpful</i>). b. Distinguish among related words that describe states of mind or degrees of certainty (e.g., <i>knew</i>, <i>believed</i>, <i>suspected</i>, <i>heard</i>, <i>wondered</i>). 	<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Build real-life connections between words and their various uses and meanings. b. Define relationships between words (e.g., how <i>ask</i> is like and unlike <i>demand</i>; what items are likely to be <i>enormous</i>). c. Distinguish a word from other words with similar but not identical meanings (synonyms). 	<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Build real-life connections between words and their various uses and meanings. b. Define relationships between words (e.g., how <i>smirk</i> is like and unlike <i>smile</i>; what items are likely to be <i>vast</i>). c. Distinguish a word from other words with similar but not identical meanings (synonyms).
<p>6. Use words that are in common, conversational vocabulary as well as grade-appropriate academic vocabulary and domain-specific words (in English language arts, history/social studies, and science) taught directly and acquired through reading and responding to texts.</p>	<p>6. Use grade-appropriate general academic vocabulary and domain-specific words and phrases (in English language arts, history/social studies, and science) taught directly and acquired through reading and responding to texts.</p>	<p>6. Use grade-appropriate general academic vocabulary and domain-specific words and phrases (in English language arts, history/social studies, and science) taught directly and acquired through reading and responding to texts.</p>

English Language Arts Conventions Progressive Skills, By Standard

The following, marked with an asterisk (*) in the Conventions standards, are skills and understandings that require continued attention in higher grades (after their introduction in the grade listed below) as they are applied to increasingly sophisticated writing and speaking.

Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grades 9–10
1c. Ensure subject-verb and pronoun-antecedent agreement. 3a. Choose words for effect.						
1b. Form and use adjectives and adverbs (including comparative and superlative forms), placing them appropriately within sentences. 1c. Produce complete sentences, avoiding rhetorically poor fragments and run-ons. 1d. Correctly use frequently confused words (e.g., <i>effect/affect</i> , <i>to/too/two</i>). 3a. Use punctuation for effect. 3b. Maintain consistency in style and tone. 3c. Choose words and phrases to convey ideas precisely.						
1b. Recognize and correct inappropriate shifts in verb tense and aspect. 2a. Use punctuation to separate items in a series. 3a. Expand, combine, and reduce sentences for meaning, reader/listener interest, and style.						
1b. Recognize and correct inappropriate shifts in pronoun number and person. 1c. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents). 2a. Use commas, parentheses, or dashes to set off nonrestrictive/parenthetical elements. 3a. Vary sentence patterns for meaning, reader/listener interest, and style.						
1c. Place phrases and clauses within a sentence, avoiding misplaced and dangling modifiers. 3b. Choose words and phrases that express ideas concisely, eliminating wordiness and redundancy.						
1c. Recognize and correct inappropriate shifts in verb voice and mood.						
1a. Use parallel structure in writing.						

Texts Illustrating the Complexity, Quality, and Range of Student Reading K–5

* Read-aloud
** Read-along

Literature: Stories, Drama, Poetry		Informational Texts: Literary Nonfiction, History/Social Studies, Science/Technical Texts	
K ¹	<ul style="list-style-type: none"> ▪ <i>Over in the Meadow</i> by John Langstaff (traditional) (c1800)* ▪ <i>A Boy, a Dog, and a Frog</i> by Mercer Mayer (1967) ▪ <i>Pancakes for Breakfast</i> by Tomie DePaola (1978) ▪ <i>A Story A Story</i> by Gail E. Haley (1970)* ▪ <i>Kitten's First Full Moon</i> by Kevin Henkes (2004)* 		<ul style="list-style-type: none"> ▪ <i>My Five Senses</i> by Alik (1962)* ▪ <i>Truck</i> by Donald Crews (1980) ▪ <i>I Read Signs</i> by Tana Hoban (1987) ▪ <i>What Do You Do With a Tail Like This?</i> by Steve Jenkins & Robin Page (2003)* ▪ <i>Amazing Whales!</i> by Sarah L. Thomson (2005)*
1 ¹	<ul style="list-style-type: none"> ▪ "Mix a Pancake" by Christina G. Rossetti (1893)** ▪ <i>Mr. Popper's Penguins</i> by Richard Atwater (1938)* ▪ <i>Little Bear</i> by Else Holmelund Minarik, illustrated by Maurice Sendak (1957)** ▪ <i>Frog and Toad Together</i> by Arnold Lobel (1971)** ▪ <i>Hi! Fly Guy</i> by Tedd Arnold (2006) 		<ul style="list-style-type: none"> ▪ <i>A Tree Is a Plant</i> by Clyde Robert Bulla, illustrated by Stacey Schuett (1960)** ▪ <i>My Five Senses</i> by Alik (1962)** ▪ <i>Follow the Water from Brook to Ocean</i> by Arthur Dorros (1991)** ▪ <i>From Seed to Pumpkin</i> by Wendy Pfeffer, illustrated by James Graham Hale (2004)* ▪ <i>How People Learned to Fly</i> by Fran Hodgkins and True Kelley (2007)*
2–3	<ul style="list-style-type: none"> ▪ "Who Has Seen the Wind?" by Christina G. Rossetti (1893) ▪ <i>Charlotte's Web</i> by E. B. White (1952)* ▪ <i>Sarah, Plain and Tall</i> by Patricia MacLachlan (1985) ▪ <i>Tops and Bottoms</i> by Janet Stevens (1995) ▪ <i>Poppleton in Winter</i> by Cynthia Rylant, illustrated by Mark Teague (2001) 		<ul style="list-style-type: none"> ▪ <i>A Medieval Feast</i> by Alik (1983) ▪ <i>From Seed to Plant</i> by Gail Gibbons (1991) ▪ <i>The Story of Ruby Bridges</i> by Robert Coles (1995)* ▪ <i>A Drop of Water: A Book of Science and Wonder</i> by Walter Wick (1997) ▪ <i>Moonshot: The Flight of Apollo 11</i> by Brian Floca (2009)
4–5	<ul style="list-style-type: none"> • <i>Alice's Adventures in Wonderland</i> by Lewis Carroll (1865) • "Casey at the Bat" by Ernest Lawrence Thayer (1888) • <i>The Black Stallion</i> by Walter Farley (1941) • "Zlatch the Goat" by Isaac Bashevis Singer (1984) ▪ <i>Bud, Not Buddy</i> by Christopher Paul Curtis (1999) ▪ <i>The Birchbark House</i> by Louise Erdrich (1999) ▪ <i>Where the Mountain Meets the Moon</i> by Grace Lin (2009) 		<ul style="list-style-type: none"> ▪ <i>Discovering Mars</i> by Melvin Berger (1992) ▪ <i>Hurricanes: Earth's Mightiest Storms</i> by Patricia Lauber (1996) ▪ <i>A History of US</i> by Joy Hakim (2005) ▪ <i>Horses</i> by Seymour Simon (2006) ▪ <i>Quest for the Tree Kangaroo: An Expedition to the Cloud Forest of New Guinea</i> by Sy Montgomery (2006)

Note: Given space limitations, the illustrative texts listed above are meant only to show individual titles that are representative of a wide range of topics and genres. (See Appendix B for excerpts of these and other texts illustrative of K–5 text complexity.) At a curricular or instructional level, within and across grade levels, texts need to be selected around topics or themes that generate knowledge and allow students to study that topic in depth. On the next page is an example of progressions of texts building knowledge across grade levels.

¹Children at the kindergarten and grade 1 levels should be expected to read texts independently that have been specifically written to correlate to their reading level and their word knowledge. Many of the titles listed above are meant to supplement carefully structured independent reading with books to read along with a teacher or that are read aloud to students to build knowledge and cultivate a joy in reading.

Staying on Topic Within a Grade and Across Grades: How to Build Knowledge Systematically in English Language Arts K–5

Building knowledge systematically in English language arts is like giving children various pieces of a puzzle in each grade that, over time, will form one big picture. At a curricular or instructional level, texts—within and across grade levels—need to be selected around topics or themes that systematically develop the knowledge base of students. Within a grade level, there should be an adequate number of titles on a single topic that would allow children to study that topic for a sustained period. The knowledge children have learned about particular topics in early grade levels should then be expanded and developed in subsequent grade levels to ensure an increasingly deeper understanding of these topics. Children in the upper elementary grades will generally be expected to read these texts independently and reflect on them in writing. However, children in the early grades (particularly K–2) should participate in rich, structured conversations with an adult in response to the written texts that are read aloud, *orally* comparing and contrasting as well as analyzing and synthesizing, in the manner called for by the *Standards*.

Preparation for reading complex informational texts should begin at the very earliest elementary school grades. What follows is one example that uses domain-specific nonfiction titles across grade levels to illustrate how curriculum designers and classroom teachers can infuse the English language arts block with rich, age-appropriate content knowledge and vocabulary in history/social studies, science, and the arts. Having students listen to informational read-alouds in the early grades helps lay the necessary foundation for students' reading and understanding of increasingly complex texts on their own in subsequent grades.

Exemplar Texts on a Topic Across Grades	K	1	2–3	4–5
The Human Body Students can begin learning about the human body starting in kindergarten and then review and extend their learning during each subsequent grade.	<p>The five senses and associated body parts</p> <ul style="list-style-type: none"> ▪ <i>My Five Senses</i> by Alik (1989) ▪ <i>Hearing</i> by Maria Rius (1985) ▪ <i>Sight</i> by Maria Rius (1985) ▪ <i>Smell</i> by Maria Rius (1985) ▪ <i>Taste</i> by Maria Rius (1985) ▪ <i>Touch</i> by Maria Rius (1985) <p>Taking care of your body: Overview (hygiene, diet, exercise, rest)</p> <ul style="list-style-type: none"> ▪ <i>My Amazing Body: A First Look at Health & Fitness</i> by Pat Thomas (2001) ▪ <i>Get Up and Go!</i> by Nancy Carlson (2008) ▪ <i>Go Wash Up</i> by Doering Tourville (2008) ▪ <i>Sleep</i> by Paul Showers (1997) ▪ <i>Fuel the Body</i> by Doering Tourville (2008) 	<p>Introduction to the systems of the human body and associated body parts</p> <ul style="list-style-type: none"> ▪ <i>Under Your Skin: Your Amazing Body</i> by Mick Manning (2007) ▪ <i>Me and My Amazing Body</i> by Joan Sweeney (1999) ▪ <i>The Human Body</i> by Gallimard Jeunesse (2007) ▪ <i>The Busy Body Book</i> by Lizzy Rockwell (2008) ▪ <i>First Encyclopedia of the Human Body</i> by Fiona Chandler (2004) <p>Taking care of your body: Germs, diseases, and preventing illness</p> <ul style="list-style-type: none"> ▪ <i>Germs Make Me Sick</i> by Marilyn Berger (1995) ▪ <i>Tiny Life on Your Body</i> by Christine Taylor-Butler (2005) ▪ <i>Germ Stories</i> by Arthur Kornberg (2007) ▪ <i>All About Scabs</i> by Genichiro Yagu (1998) 	<p>Digestive and excretory systems</p> <ul style="list-style-type: none"> ▪ <i>What Happens to a Hamburger</i> by Paul Showers (1985) ▪ <i>The Digestive System</i> by Christine Taylor-Butler (2008) ▪ <i>The Digestive System</i> by Rebecca L. Johnson (2006) ▪ <i>The Digestive System</i> by Kristin Petrie (2007) <p>Taking care of your body: healthy eating and nutrition</p> <ul style="list-style-type: none"> ▪ <i>Good Enough to Eat</i> by Lizzy Rockwell (1999) ▪ <i>Showdown at the Food Pyramid</i> by Rex Barron (2004) <p>Muscular, skeletal, and nervous systems</p> <ul style="list-style-type: none"> ▪ <i>The Mighty Muscular and Skeletal Systems</i> Crabtree Publishing (2009) ▪ <i>Muscles</i> by Seymour Simon (1998) ▪ <i>Bones</i> by Seymour Simon (1998) ▪ <i>The Astounding Nervous System</i> Crabtree Publishing (2009) ▪ <i>The Nervous System</i> by Joelle Riley (2004) 	<p>Circulatory system</p> <ul style="list-style-type: none"> ▪ <i>The Heart</i> by Seymour Simon (2006) ▪ <i>The Heart and Circulation</i> by Carol Ballard (2005) ▪ <i>The Circulatory System</i> by Kristin Petrie (2007) ▪ <i>The Amazing Circulatory System</i> by John Burstein (2009) <p>Respiratory system</p> <ul style="list-style-type: none"> ▪ <i>The Lungs</i> by Seymour Simon (2007) ▪ <i>The Respiratory System</i> by Susan Glass (2004) ▪ <i>The Respiratory System</i> by Kristin Petrie (2007) ▪ <i>The Remarkable Respiratory System</i> by John Burstein (2009) <p>Endocrine system</p> <ul style="list-style-type: none"> ▪ <i>The Endocrine System</i> by Rebecca Olien (2006) ▪ <i>The Exciting Endocrine System</i> by John Burstein (2009)

Standards for English Language Arts

6–12

College and Career Readiness Standards for Reading

The grades 6–12 standards on the following pages define what students should understand and be able to do in each grade and build toward the ten College and Career Readiness Standards.

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.
3. Analyze in detail where, when, why, and how events, ideas, and characters develop and interact over the course of a text.

Craft and Structure

4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and explain how specific word choices shape meaning or tone.
5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section or chapter) relate to each other and the whole.
6. Assess how point of view or purpose shapes the content and style of a text.

Integration of Knowledge and Ideas

7. Synthesize and apply information presented in diverse ways (e.g., through words, images, graphs, and video) in print and digital sources in order to answer questions, solve problems, or compare modes of presentation.¹
8. Delineate and evaluate the reasoning and rhetoric within a text, including assessing whether the evidence provided is relevant and sufficient to support the text's claims.
9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Range and Level of Text Complexity

10. Read complex texts independently, proficiently, and fluently, sustaining concentration, monitoring comprehension, and, when useful, rereading.²

¹Please see “Research to Build Knowledge” in Writing and “Comprehension and Collaboration” in Speaking and Listening for additional standards relevant to gathering, assessing, and applying information from print and digital sources.

²Proficiency in this standard is measured by students' ability to read a range of appropriately complex text in each grade as defined on page 36.

Note on range and content of student reading

To become college and career ready, students must grapple with works of exceptional craft and thought whose range extends across genres, cultures, and centuries. Such works offer profound insights into the human condition and serve as models for students' own thinking and writing. Along with high-quality contemporary works, these texts should be chosen from among the founding U.S. documents, the classics of American literature, and the timeless dramas of Shakespeare. Through wide and deep reading of literature and literary nonfiction of steadily increasing sophistication, students gain a reservoir of literary and cultural knowledge, references, and images; the ability to evaluate intricate arguments; and the capacity to surmount the challenges posed by complex texts.

Reading Standards for Literature 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction each year and help ensure that students gain adequate exposure to a range of texts and tasks. Rigor is also infused through the requirement that students read increasingly complex texts through the grades.

Grade 6 students:	Grade 7 students:	Grade 8 students:
Key Ideas and Details		
1. Cite specific textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite several sources of textual evidence when useful to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite a wide range of evidence throughout the text when useful to support analysis of what the text says explicitly as well as inferences drawn from the text.
2. Analyze how a theme or central idea develops over the course of a text, drawing on key details.	2. Analyze how two or more themes or central ideas in a text relate to one another, drawing on key details.	2. Analyze how recurring images or events contribute to the development of a theme or central idea in a text.
3. Describe how a story’s plot unfolds (in a series of episodes or as a problem to be solved) as well as how characters adapt or change as they move toward a resolution.	3. Analyze how particular lines of dialogue or specific incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.	3. Analyze how elements of a story or drama interact (e.g., how plot and setting are integral to one another; how the setting affects characters).
Craft and Structure		
4. Interpret the figurative and connotative meanings of words and phrases as they are used in a text.	4. Interpret the figurative and connotative meanings of words and phrases as they are used in a text and describe in detail a specific word choice and its impact on meaning and tone.	4. Explain the comparisons an author makes through metaphors, allusions, or analogies in a text and analyze how those comparisons contribute to meaning.
5. Explain the effect of such devices as flashbacks and foreshadowing on the development of the plot and meaning of a text.	5. Describe how any given sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the plot or themes.	5. Compare a poem with a conventional structure, such as a sonnet, to a poem without a proscribed structure, such as a free verse poem.
6. Describe how an author establishes the point of view of the speaker or a character in a poem, drama, or story.	6. Analyze how an author presents the points of view of different characters in a story or drama, including their different reactions to the same person or event(s).	6. Explain how a difference in the perspective or knowledge of characters and the audience (e.g., created through the device of dramatic irony) produces suspense or humor.
Integration of Knowledge and Ideas		
7. Analyze how illustrations, diagrams, multimedia elements, and words contribute to the meaning and tone of a print or digital text (e.g., graphic novel, multimedia presentation of fiction).	7. Compare and contrast a text to its filmed, staged, or multimedia version, including examining some techniques unique to each medium (e.g., lighting, sound, color, camera focus and angles).	7. Analyze to what degree a filmed or live production of a drama or story stays faithful to or departs from the script or text.
8. (Not applicable to literature)	8. (Not applicable to literature)	8. (Not applicable to literature)
9. Analyze stories in the same genre (e.g., mysteries, adventure stories), comparing and contrasting their approaches to similar themes and topics.	9. Analyze a specific case in which a modern work of fiction draws on patterns of events or character types found in traditional literature (e.g., the hero, the quest).	9. Compare a fictional portrayal of a time, place, or character to historical sources from the same period as a means of understanding how authors use or alter history.
Range and Level of Text Complexity		
10. Read literature independently, proficiently, and fluently in the grades 6–8 text complexity band; read texts at the high end of the range with scaffolding as needed.	10. Read literature independently, proficiently, and fluently in the grades 6–8 text complexity band; read “stretch” texts in the grades 9–10 text complexity band with scaffolding as needed.	10. Read literature independently, proficiently, and fluently in the grades 6–8 text complexity band; engage in sustained practice with “stretch” texts in the grades 9–10 text complexity band with scaffolding as needed.

Reading Standards for Literature 6–12

Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details	
1. Cite the evidence in the text that most strongly supports a specific analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves things uncertain.
2. Analyze in detail the development and refinement of a theme or central idea in a text, including how it emerges and how it is shaped and refined by specific details.	2. Analyze how multiple themes or central ideas in a text interact, build on, and, in some cases, conflict with one another.
3. Analyze how complex characters, including those with conflicting motivations or divided loyalties, develop over the course of a text, interact with other characters, and advance the plot or develop the theme.	3. Analyze the impact of the author’s choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).
Craft and Structure	
4. Evaluate how an author’s use of language, including formality of diction, shapes meaning and tone in a text (e.g., how the language evokes a sense of time and place, how it sets a formal or informal tone).	4. Analyze in detail the condensed language of poems (or particularly rich language use in a narrative or drama), determining how specific word choices and multiple meanings shape the impact and tone.
5. Analyze how an author structures a text, orders events within it (e.g., parallel plots), and manipulates time (e.g., pacing) to create mystery, tension, or surprise.	5. Analyze how an author’s choices concerning how to structure a text (e.g., electing at what point to begin or end a story) shape the meaning of the text.
6. Analyze a case in which the author’s work takes a position or stance on a social issue or other topic and describe how the author carries out that purpose.	6. Analyze an author’s use of satire, sarcasm, irony, understatement, or other means that requires a reader to understand various layers of meaning in a text.
Integration of Knowledge and Ideas	
7. Compare and contrast the representation of a subject or a key scene in two different artistic mediums (e.g., Auden’s “Musée de Beaux Arts” and Breughel’s <i>Landscape with the Fall of Icarus</i>).	7. Compare and contrast multiple interpretations of a drama or story (e.g., recorded or live productions), distinguishing how each version interprets the source text. (This includes at least one play by Shakespeare as well as one play by an American dramatist.)
8. (Not applicable to literature)	8. (Not applicable to literature)
9. Analyze a wide range of nineteenth- and early-twentieth-century foundational works of American literature, comparing and contrasting approaches to similar ideas or themes in two or more texts from the same period.	9. Analyze how an author draws on and transforms fictional source material in a specific work (e.g., how Shakespeare draws on a story from Ovid or how a later author draws on a play by Shakespeare).
Range and Level of Text Complexity	
10. In grade 9 , read literature independently, proficiently, and fluently in the grades 9–10 text complexity band; read texts at the high end of the range with scaffolding as needed. In grade 10 , read literature independently, proficiently, and fluently in the grades 9–10 text complexity band; read “stretch” texts in the grades 11–CCR text complexity band with scaffolding as needed.	10. In grade 11 , read literature independently, proficiently, and fluently in the grades 11–CCR text complexity band; read texts at the high end of the range with scaffolding as needed. In grade 12 , read literature independently, proficiently, and fluently in the grades 11–CCR text complexity band; read “stretch” texts in the Beyond CCR text complexity band with scaffolding as needed.

Reading Standards for Informational Text 6–12

Grade 6 students:	Grade 7 students:	Grade 8 students:
<i>Key Ideas and Details</i>		
1. Cite specific textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite several sources of textual evidence when useful to support analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite a wide range of evidence throughout the text when useful to support analysis of what the text says explicitly as well as inferences drawn from the text.
2. Analyze how a central idea develops over the course of a text, drawing on key details.	2. Analyze how two or more central ideas in a text relate to one another, drawing on key details.	2. Provide an objective summary of a text, accurately conveying an author's view and specific points.
3. Determine the causes or reasons that link different events, ideas, or information in a text, drawing on key details.	3. Describe in detail how an author introduces, illustrates, and elaborates a key idea in a text (e.g., through examples or anecdotes).	3. Analyze how an author introduces, illustrates, and elaborates two or more significant ideas in a text, including how the relationship between the ideas is expressed.
<i>Craft and Structure</i>		
4. Interpret words and phrases as they are used in a text, including technical, figurative, and connotative meanings, and analyze how an author's choice of specific words in a text contributes to understanding the ideas or concepts.	4. Interpret words and phrases as they are used in a text, including technical, figurative, and connotative meanings, and describe in detail how an author's choice of specific words affects meaning and tone.	4. Explain the comparisons an author makes through metaphors, allusions, and analogies in a text and analyze how those comparisons contribute to meaning.
5. Describe the structure an author uses to organize a specific text, including how the major sections contribute to the whole.	5. Describe how any given sentence, paragraph, chapter, or section fits into the overall structure of a text and contributes to the development of the ideas.	5. Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.
6. Compare and contrast one author's point of view on events with that of another (e.g., a memoir written by and a biography on the same person).	6. Describe an author's point of view or purpose in a text and analyze how the author distinguishes his or her point of view from that of others.	6. Compare and contrast the points of view and purposes of two authors writing about the same topic.
<i>Integration of Knowledge and Ideas</i>		
7. Compare and contrast the accounts of a subject in different mediums (e.g., a person's life story told in print, video, or multimedia), analyzing which details are emphasized and how the account unfolds in each version.	7. Compare and contrast the impression conveyed by a printed text to that conveyed when listening to or viewing a video or multimedia presentation of it (e.g., analyzing how the delivery of a speech affects its impact).	7. Evaluate the advantages and disadvantages of using different mediums (e.g., text, video, multimedia) to present a particular topic or idea.
8. Distinguish among fact, opinion, and reasoned judgment presented in a text.	8. Identify the stated and unstated premises of an argument and explain how they contribute to the conclusions reached.	8. Evaluate an argument's claims and reasoning as well as the degree to which evidence supports each claim.
9. Assess the similarities and differences between two or more texts on the same subject and apply the knowledge gained to inform reading of additional texts.	9. Analyze where two or more texts provide conflicting information on the same subject and determine whether the texts disagree on matters of fact or on matters of interpretation.	9. Compare and contrast how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.
<i>Range and Level of Text Complexity</i>		
10. Read informational text independently, proficiently, and fluently in the grades 6–8 text complexity band; read texts at the high end of the range with scaffolding as needed.	10. Read informational text independently, proficiently, and fluently in the grades 6–8 text complexity band; read "stretch" texts in the grades 9–10 text complexity band with scaffolding as needed.	10. Read informational text independently, proficiently, and fluently in the grades 6–8 text complexity band; engage in sustained practice with "stretch" texts in the grades 9–10 text complexity band with scaffolding as needed.

Reading Standards for Informational Text 6–12

Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details	
1. Cite evidence in the text that most strongly supports a specific analysis of what the text says explicitly as well as inferences drawn from the text.	1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves things uncertain.
2. Analyze in detail the development and refinement of a central idea in a text, including how it emerges and is shaped and refined by specific details.	2. Analyze how multiple ideas in a text interact, build on, and, in some cases, conflict with one another.
3. Analyze the interactions between and among ideas and events, including how ideas and events influence one another.	3. Analyze in detail an author's ideas by describing how the ideas are developed and refined by specific sentences, paragraphs, and larger portions of a text.
Craft and Structure	
4. Evaluate how an author's use of language, including formality and type of diction, shapes meaning and tone in a text (e.g., the formality of a court opinion or a newspaper).	4. Interpret how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines <i>faction</i> in Federalist No. 10 and No. 51).
5. Evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.	5. Analyze how an author's choices concerning how to structure a text (e.g., how reasons, evidence, and information are organized and emphasized) shape the meaning of the text.
6. Analyze documents of historical and literary significance, including foundational U.S. documents (e.g., the Declaration of Independence, the Preamble to the Constitution, the Bill of Rights) for their premises, purposes, and structure.	6. Analyze how various authors express different points of view on similar events or issues, assessing the authors' assumptions, use of evidence, and reasoning, including analyzing seminal U.S. documents (e.g., <i>The Federalist</i> , landmark U.S. Supreme Court majority opinions and dissents).
Integration of Knowledge and Ideas	
7. Synthesize information presented in different formats (e.g., text, video, multimedia) to generate a coherent understanding of an issue.	7. Synthesize and apply multiple sources of information presented in different formats in order to address a question or solve a problem, including resolving conflicting information.
8. Assess the truth of an argument's explicit and implicit premises by determining whether the evidence presented in the text justifies the conclusions.	8. Evaluate the reasoning and rhetoric that support an argument or explanation, including assessing the relevance and sufficiency of evidence and identifying false statements or fallacious reasoning.
9. Analyze how authors argue with or otherwise respond to one another's ideas or accounts of key events, evaluating the strength of each author's interpretation.	9. Synthesize explanations and arguments from diverse sources to provide a coherent account of events or ideas, including resolving conflicting information.
Range and Level of Text Complexity	
10. In grade 9 , read informational text independently, proficiently, and fluently in the grades 9–10 text complexity band; read texts at the high end of the range with scaffolding as needed. In grade 10 , read informational text independently, proficiently, and fluently in the grades 9–10 text complexity band; read “stretch” texts in the grades 11–CCR text complexity band with scaffolding as needed.	10. In grade 11 , read informational text independently, proficiently, and fluently in the grades 11–CCR text complexity band; read texts at the high end of the range with scaffolding as needed. In grade 12 , read informational text independently, proficiently, and fluently in the grades 11–CCR text complexity band; read “stretch” texts in the Beyond CCR text complexity band with scaffolding as needed.

Range and Level of Text Complexity for Student Reading by Grade (Standard 10)

Students demonstrate proficiency in reading texts at the following ranges of text complexity to progress on a path to college and career readiness.

6	6–8 Level Text 100%	9–10 Level Text		In grade 6 , students focus on reading texts independently in the grades 6–8 text complexity band, with scaffolding likely required for texts at the high end of the range.
7	6–8 Level Text 90%	9–10 Level Text 10%		In grade 7 , students focus on reading texts independently in the grades 6–8 text complexity band (90 percent) and are introduced to texts in the grades 9–10 text complexity band as “stretch” texts (10 percent), which will likely require scaffolding.
8	6–8 Level Text 70%	9–10 Level Text 30%		In grade 8 , students focus on reading texts independently in the grades 6–8 text complexity band (70 percent) as well as sustained practice with texts in the grades 9–10 text complexity band as “stretch” texts (30 percent), which will likely require scaffolding.
9	9–10 Level Text 100%	11–CCR Level Text		In grade 9 , students focus on reading texts independently in the grades 9–10 text complexity band, with scaffolding likely required for texts at the high end of the range.
10	9–10 Level Text 70%	11–CCR Level Text 30%		In grade 10 , students focus on reading texts independently in the grades 9–10 text complexity band (70 percent) and are introduced to texts in the grades 11–CCR text complexity band as “stretch” texts (30 percent), which will likely require scaffolding.
11	9–10 Level Text	11–CCR Level Text 100%	Beyond CCR	In grade 11 , students focus on reading texts independently in the grades 11–CCR text complexity band, with scaffolding likely required for texts at the high end of the range.
12	9–10 Level Text	11–CCR Level Text 70%	Beyond CCR 30%	In grade 12 , students focus on reading texts independently in the grades 11–CCR text complexity band (70 percent) and are introduced to texts in the Beyond CCR text complexity band as “stretch” texts (30 percent), which will likely require scaffolding.

Note: In any given classroom, the actual range of students’ reading ability could be greater than the proposed range. Some students will require extra time and intense support and scaffolding to enable them to read grade-level material, whereas other students will be ready for—and should be encouraged to read—more advanced texts.

Measuring Text Complexity: Three Factors



Qualitative evaluation of the text: Levels of meaning, structure, language conventionality and clarity, and knowledge demands

Quantitative evaluation of the text: Readability measures and other scores of text complexity

Matching reader to text and task: Reader knowledge, motivation, and interests as well as the complexity generated by the tasks to be assigned and the questions to be posed

Note: More detailed information on text complexity and how it is measured is contained in Appendix A.

College and Career Readiness Standards for Writing

The grades 6–12 standards on the following pages define what students should understand and be able to do in each grade and build toward the ten College and Career Readiness Standards.

Text Types and Purposes¹

1. Write arguments to support a substantive claim with clear reasons and relevant and sufficient evidence.
2. Write informative/explanatory texts to convey complex information clearly and accurately through purposeful selection and organization of content.
3. Write narratives to convey real or imagined experiences, individuals, or events and how they develop over time.

Production and Distribution of Writing

4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience.
5. Strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.²
6. Use technology, including the Internet, to produce, publish, and interact with others about writing.

Research to Build Knowledge

7. Perform short, focused research projects as well as more sustained research in response to a focused research question, demonstrating understanding of the material under investigation.
8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate and cite the information while avoiding plagiarism.
9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.

Range of Writing

10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.³

¹These broad categories of writing include many subgenres. See Appendix A for definitions of key writing types.

²See “Conventions” in Language, pages 47–50, for specific editing expectations.

³This standard is measured by the proficiency of student writing products.

Note on range and content of student writing

For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying what they have experienced, imagined, thought, and felt. To be college- and career-ready writers, students must take task, purpose, and audience into careful consideration, choosing words, information, structures, and formats deliberately. They need to be able to use technology strategically when creating, refining, and collaborating on writing. They have to become adept at gathering information, evaluating sources, and citing material accurately, reporting findings from their research and analysis of sources in a clear and cogent manner. They must have the flexibility, concentration, and fluency to produce high-quality first-draft text under a tight deadline as well as the capacity to revisit and make improvements to a piece of writing over multiple drafts when circumstances encourage or require it. To meet these goals, students must devote significant time and effort to writing, producing numerous pieces over short and long time frames throughout the year.

Writing Standards 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction in each year to help ensure that students gain adequate exposure to a range of skills and applications. Growth in writing ability is characterized by an increasing sophistication in all aspects of language use, from vocabulary and syntax to the development and organization of ideas. At the same time, the content and sources that students address in their writing grow in demand every year.

Grade 6 students:	Grade 7 students:	Grade 8 students:
<i>Text Types and Purposes</i>		
<p>1. Write arguments in which they:</p> <ul style="list-style-type: none"> a. Introduce a claim about a topic or issue and organize the reasons and evidence to support the claim. b. Support the claim with clear reasons and relevant evidence. c. Use words, phrases, and clauses to convey the relationships among claims and reasons. d. Sustain an objective style and tone. e. Provide a concluding statement or section that follows from the argument. 	<p>1. Write arguments in which they:</p> <ul style="list-style-type: none"> a. Introduce a claim about a topic or issue, acknowledge alternate or opposing claims, and organize the reasons and evidence logically to support the claim. b. Support the claim with logical reasoning and detailed, relevant evidence that demonstrate a comprehensive understanding of the topic. c. Use words, phrases, and clauses to convey the relationships among the claims, reasons, and evidence. d. Sustain an objective style and tone. e. Provide a concluding statement or section that follows logically from the argument. 	<p>1. Write arguments in which they:</p> <ul style="list-style-type: none"> a. Introduce a claim about a topic or issue, distinguish it from alternate or opposing claims, and organize the reasons and evidence logically to support the claim. b. Support the claim with logical reasoning and detailed and relevant evidence from credible sources to demonstrate a comprehensive understanding of the topic. c. Use words, phrases, and clauses to make clear the relationships among claims, reasons, counterclaims, and evidence. d. Sustain an objective style and tone. e. Provide a concluding statement or section that follows logically from the argument.
<p>2. Write informative/explanatory texts in which they:</p> <ul style="list-style-type: none"> a. Introduce a topic and organize information appropriate to the purpose, using strategies such as definition, classification, comparison/contrast, and cause/effect. b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate links and varied sentence structures to join and clarify ideas. d. Use straightforward language to create an objective style appropriate for a reader seeking information. e. Provide a conclusion that follows logically from the information or explanation presented. 	<p>2. Write informative/explanatory texts in which they:</p> <ul style="list-style-type: none"> a. Introduce and establish a topic that provides a sense of what is to follow and organize information appropriate to the purpose, using strategies such as definition, classification, comparison/contrast, and cause/effect. b. Develop the topic with relevant and accurate facts, definitions, concrete details, quotations, or other information and examples. c. Use appropriate links and varied sentence structures to create cohesion and clarify ideas. d. Use precise language and sustain an objective style appropriate for a reader seeking information. e. Provide a conclusion that follows logically from the information or explanation presented. 	<p>2. Write informative/explanatory texts in which they:</p> <ul style="list-style-type: none"> a. Introduce and establish a topic and organize information under broader concepts or categories. b. Develop the topic with well-chosen, relevant, and accurate facts, concrete details, quotations, or other information and examples. c. Use varied links and sentence structures to create cohesion and clarify information and ideas. d. Use precise language and domain-specific and technical wording (when appropriate) and sustain a formal, objective style appropriate for a reader seeking information. e. Provide a conclusion that follows logically from the information or explanation presented.

Writing Standards 6–12

Grade 6 students:	Grade 7 students:	Grade 8 students:
<i>Text Types and Purposes (continued)</i>		
<p>3. Write narratives in which they:</p> <ul style="list-style-type: none"> a. Engage and orient the reader by establishing a context and point of view, and organize a sequence of events or experiences. b. Develop narrative elements (e.g., setting, event sequence, characters) using relevant sensory details. c. Use a variety of transition words, phrases, and clauses to convey sequence, shift from one time frame or setting to another, and/or show the relationships among events and experiences. d. Choose words and phrases to develop the events, experiences, and ideas precisely. e. Provide a satisfying conclusion that follows from the events, experiences, or ideas. 	<p>3. Write narratives in which they:</p> <ul style="list-style-type: none"> a. Engage and orient the reader by establishing a context and point of view, and purposefully organize a sequence of events or experiences. b. Develop narrative elements (e.g., setting, conflict, complex characters) with relevant and specific sensory details. c. Use a variety of techniques to convey sequence, shift from one time frame or setting to another, and/or show the relationships among events or experiences. d. Choose words and phrases to develop the events, experiences, and ideas precisely and to create mood. e. Provide a satisfying conclusion that follows from the events, experiences, or ideas. 	<p>3. Write narratives in which they:</p> <ul style="list-style-type: none"> a. Engage and orient the reader by establishing a context and point of view, and purposefully organize a progression of events or experiences. b. Develop narrative elements (e.g., setting, plot, event sequence, complex characters) with well-chosen, relevant, and specific sensory details. c. Use a variety of techniques to convey sequence in multiple storylines, shift from one time frame or setting to another, and/or show the relationships among events or experiences. d. Choose words and phrases to effectively develop the events, experiences, and ideas precisely and to create mood. e. Provide a satisfying conclusion that follows from the events, experiences, or ideas.
<i>Production and Distribution of Writing</i>		
<p>4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in Standards 1–3 above.)</p>	<p>4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in Standards 1–3 above.)</p>	<p>4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in Standards 1–3 above.)</p>
<p>5. With some guidance and support from peers and adults, strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.</p>	<p>5. With some guidance and support from peers and adults, strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach after rethinking how well questions of purpose have been addressed.</p>	<p>5. With some guidance and support from peers and adults, strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach after rethinking how well questions of purpose and context have been addressed.</p>
<p>6. Use technology, including the Internet, to produce, publish, and interact with others about writing, including linking to and citing online sources.</p>	<p>6. Use technology, including the Internet, to produce, publish, and interact with others about writing, including presenting and citing information in a digital format.</p>	<p>6. Use technology, including the Internet, to present and cite information effectively in a digital format, including when publishing and responding to writing.</p>

Writing Standards 6–12

Grade 6 students:	Grade 7 students:	Grade 8 students:
Research to Build Knowledge		
<p>7. Perform short, focused research projects in response to a question and refocus the inquiry in response to further research and investigation.</p> <p>8. Gather relevant information from multiple print and digital sources, assess the credibility of each source, and quote or paraphrase the data and conclusions of others while avoiding plagiarism and documenting sources.</p> <p>9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.</p> <p style="margin-left: 20px;">a. Apply <i>grade 6 reading standards</i> to literature (e.g., “Analyze stories in the same genre (e.g., mysteries, adventure stories), comparing and contrasting their approaches to similar themes and topics.”).</p> <p style="margin-left: 20px;">b. Apply <i>grade 6 reading standards</i> to literary nonfiction (e.g., “Distinguish among fact, opinion, and reasoned judgment presented in a text”).</p>	<p>7. Perform short, focused research projects in response to a question and generate additional related and focused questions for further research and investigation.</p> <p>8. Gather relevant information from multiple print and digital sources using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others, avoiding plagiarism and following a standard format for citation.</p> <p>9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.</p> <p style="margin-left: 20px;">a. Apply <i>grade 7 reading standards</i> to literature (e.g., “Analyze a specific case in which a modern work of fiction draws on patterns of events or character types found in traditional literature (e.g., the hero, the quest).</p> <p style="margin-left: 20px;">b. Apply <i>grade 7 reading standards</i> to literary nonfiction (e.g., “Identify the stated and unstated premises of an argument and explain how they contribute to the conclusions reached”).</p>	<p>7. Perform short, focused research projects in response to a question and generate additional related questions that allow for multiple avenues of exploration.</p> <p>8. Gather relevant information from multiple print and digital sources using advanced search features; assess the credibility and accuracy of each source; and quote or paraphrase the evidence, avoiding plagiarism and following a standard format for citation.</p> <p>9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned:</p> <p style="margin-left: 20px;">a. Apply <i>grade 8 reading standards</i> to literature (e.g., “Compare a fictional portrayal of a time, place, or character to historical sources from the same period as a means of understanding how authors use or alter history”).</p> <p style="margin-left: 20px;">b. Apply <i>grade 8 reading standards</i> to literary nonfiction (e.g., “Evaluate an argument’s claims and reasoning as well as the degree to which evidence supports each claim”).</p>
Range of Writing		
<p>10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p>	<p>10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p>	<p>10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p>

Writing Standards 6–12

Grades 9–10 students:

Grades 11–12 students:

Text Types and Purposes

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| <p>1. Write arguments which they:</p> <ul style="list-style-type: none">a. Introduce a precise claim, distinguish it from alternate or opposing claims, and provide an organization that establishes clear relationships among the claim, reasons, and evidence.b. Develop a claim and counterclaim fairly, supplying evidence for each, while pointing out the strengths of their own claim and the weaknesses of the counterclaim.c. Use precise words, phrases, and clauses to make clear the relationships between claims and reasons, between reasons and evidence, and between claims and counterclaims.d. Sustain an objective style and tone while attending to the norms and conventions of the specific discipline as well as to the audience's knowledge of the issue.e. Provide a concluding statement or section that follows logically from the argument and offers a reflection or recommendation. <p>2. Write informative/explanatory texts in which they:</p> <ul style="list-style-type: none">a. Introduce a topic and organize information under broader concepts and categories to make clear the connections and distinctions between key ideas appropriate to the purpose; include formatting (e.g., headings) and graphics (e.g., figures, tables) when useful to clarify ideas.b. Develop a complex topic through well-chosen, relevant, and sufficient facts, concrete details, quotations, extended definitions, or other information and examples.c. Use varied transitions and sentence structures to create cohesion, clarify information and ideas, and link major sections in the text.d. Use precise language and domain-specific and technical wording (when appropriate) to manage the complexity of the topic in a style that responds to the specific discipline and context as well as to the expertise of likely readers.e. Provide a conclusion that follows logically from the information or explanation provided and articulates the implications or significance of the topic. | <p>1. Write arguments in which they:</p> <ul style="list-style-type: none">a. Introduce a substantive claim, establish its significance, distinguish it from alternate or opposing claims, and create an organization so that claims, reasons, and evidence are purposefully and logically sequenced.b. Develop a claim and counterclaim thoroughly and fairly, supplying the most relevant evidence, while pointing out the strengths of their own claim and the weaknesses of the counterclaim.c. Use precise words, phrases, and complex syntax to make explicit the relationships between claims and reasons, between reasons and evidence, and between claims and counterclaims.d. Sustain an objective style and tone while attending to the norms and conventions of the specific discipline as well as to the audience's knowledge, values, and possible biases.e. Provide a concluding statement or section that follows logically from the argument and offers a reflection or recommendation. <p>2. Write informative/explanatory texts in which they:</p> <ul style="list-style-type: none">a. Introduce a complex topic and organize the information at multiple levels of the text so that each new piece of information builds on that which precedes it to create a unified whole; include formatting (e.g., headings) and graphics (e.g., figures, tables) when useful to clarify ideas.b. Thoroughly develop aspects of a complex topic through the purposeful selection of the most significant and relevant facts, concrete details, quotations, extended definitions, or other information and examples.c. Use varied transitional devices and sentence structures to create cohesion, clarify complex ideas, and link the major sections of the text.d. Use precise language, domain-specific and technical wording (when appropriate), and techniques such as metaphor, simile, and analogy to manage the complexity of the topic in a style that responds to the specific discipline and context as well as to the expertise of likely readers.e. Provide a well-developed conclusion that follows logically from the information or explanation provided and articulates the implications or significance of the topic. |
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Writing Standards 6–12

Grades 9–10 students:

Grades 11–12 students:

Text Types and Purposes (continued)

3. Write narratives in which they:

- Engage the reader by establishing a problem, situation, or observation and purposefully organize a progression of events or experiences.
- Develop narrative elements (e.g., setting, event sequence, complex characters) with well-chosen, revealing details.
- Use a variety of techniques to sequence events so that they build on one another to create a coherent whole.
- Use precise language to develop a picture of how the events, experiences, and ideas emerge and unfold.
- Provide a satisfying conclusion that follows from what is experienced, observed, or resolved over the course of the narrative.

3. Write narratives in which they:

- Engage the reader by establishing the significance of a problem, situation, or observation and purposefully organize events or experiences.
- Develop narrative elements (e.g., setting, stance, event sequence, complex characters) with purposefully selected details that call readers' attention to what is most distinctive or worth noticing.
- Use a variety of techniques to build toward a particular impact (e.g., a sense of mystery, suspense, growth, or resolution).
- Use precise language to develop the events, experiences, and ideas clearly and to reinforce the style.
- Provide a satisfying conclusion that follows from what is experienced, observed, or resolved over the course of the narrative.

Production and Distribution of Writing

4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for this standard are defined in Standards 1–3 above.)

5. Strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific task and context.

6. Use technology, including the Internet, to produce, publish, and collaborate on a shared writing product, incorporating diverse and sometimes conflicting feedback.

4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for this standard are defined in Standards 1–3 above.)

5. Strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.

6. Demonstrate command of technology, including the Internet, to produce, publish, and update work in response to ongoing feedback, including fresh arguments or new information.

Research to Build Knowledge

7. Perform short, focused research projects and more sustained research; synthesize multiple sources on a subject to answer a question or solve a problem.

8. Assemble evidence gathered from authoritative print and digital sources; assess the credibility and accuracy of the information and its strengths and limitations in terms of answering the research question; and integrate selected information into the text, avoiding overreliance on any one source and following a standard format for citation.

7. Perform short, focused research projects and more sustained research; synthesize multiple authoritative sources on a subject to answer a question or solve a problem.

8. Analyze evidence gathered from multiple authoritative print and digital sources; assess the credibility and accuracy of the information and its usefulness and relevance for the specific task, purpose, and audience; and integrate selected information into the text, following a standard format for citation.

Writing Standards 6–12

Grades 9–10 students:

Grades 11–12 students:

Research to Build Knowledge (continued)

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| <p>9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.</p> <ul style="list-style-type: none">a. Apply <i>grades 9–10 reading standards</i> to literature (e.g., “Analyze a wide range of nineteenth- and early-twentieth-century foundational works of American literature, comparing and contrasting approaches to similar ideas or themes in two or more texts from the same period.”).b. Apply <i>grades 9–10 reading standards</i> to literary nonfiction (e.g., “Assess the truth of an argument’s explicit and implicit premises by determining whether the evidence presented in the text justifies the conclusions”). | <p>9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.</p> <ul style="list-style-type: none">a. Apply <i>grades 11–12 reading standards</i> to literature (e.g., “Analyze how an author draws on and transforms fictional source material, such as how Shakespeare draws on a story from Ovid, or a later author draws on Shakespeare”).b. Apply <i>grades 11–12 reading standards</i> to literary nonfiction (e.g., “Evaluate the reasoning and rhetoric that support an argument or explanation, including assessing the relevance and sufficiency of evidence and identifying false statements or fallacious reasoning”). |
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Range of Writing

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| <p>10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p> | <p>10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p> |
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College and Career Readiness Standards for Speaking and Listening

The grades 6–12 standards on the following pages define what students should understand and be able to do in each grade and build toward the six College and Career Readiness Standards.

Comprehension and Collaboration

1. Participate effectively in a range of interactions (one-on-one and in groups), exchanging information to advance a discussion and to build on the input of others.
2. Integrate and evaluate information from multiple oral, visual, or multimodal sources in order to answer questions, solve problems, or build knowledge.
3. Evaluate the speaker's point of view, reasoning, and use of evidence and rhetoric.

Presentation of Knowledge and Ideas

4. Present information, evidence, and reasoning in a clear and well-structured way appropriate to purpose and audience.
5. Make strategic use of digital media and visual displays of data to express information and enhance understanding.
6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate.

Note on range and content of student speaking and listening

To become college and career ready, students must have ample opportunities to take part in a variety of rich, structured conversations—whole class, small group, and with a partner—built around important content in various domains. They must be able to contribute appropriately to these conversations, to make comparisons and contrasts, and to analyze and synthesize a multitude of ideas in accordance with the standards of evidence appropriate to a particular discipline. Whatever their intended major or profession, high school graduates will depend heavily on their ability to listen attentively to others so that they are able to build on others' meritorious ideas while expressing their own clearly and persuasively.

New technologies have broadened and expanded the role that speaking and listening play in acquiring and sharing knowledge and have tightened their link to other forms of communication. The Internet has accelerated the speed at which connections between speaking, listening, reading, and writing can be made, requiring that students be ready to use these modalities nearly simultaneously. Technology itself is changing quickly, creating a new urgency for students to be adaptable in response to change.

Speaking and Listening Standards 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction in each year to help ensure that students gain adequate exposure to a range of skills and applications.

Grade 6 students:	Grade 7 students:	Grade 8 students:
Comprehension and Collaboration		
1. Initiate and engage actively in group discussions on <i>grade 6 topics, texts, and issues</i> being studied in class. <ol style="list-style-type: none"> Prepare for discussions by completing reading or conducting research and explicitly draw on that material in discussions. Cooperate with peers to set clear goals and deadlines. Build on the ideas of others by asking relevant questions and contributing appropriate and essential information. Review the key ideas expressed and extend their own thinking in light of new information learned. 	1. Initiate and engage actively in group discussions on <i>grade 7 topics, texts, and issues</i> being studied in class. <ol style="list-style-type: none"> Prepare for discussions by completing reading or conducting research and explicitly draw on that material in discussions. Cooperate with peers to set clear goals and deadlines. Advance a discussion by asking questions, responding precisely, and sharing factual knowledge and observations. Ensure a hearing for the range of positions on an issue. Take the views of others into account and, when warranted, modify their own views in light of the evidence presented. 	1. Initiate and engage actively in group discussions on <i>grade 8 topics, texts, and issues</i> being studied in class. <ol style="list-style-type: none"> Prepare for discussions by completing reading or conducting research and explicitly draw on that material in discussions. Cooperate with peers to set clear goals and deadlines. Advance a discussion by asking questions, responding precisely, and sharing factual knowledge and observations supported by credible evidence. Ensure a hearing for the range of positions on an issue. Qualify or justify, when warranted, their own thinking after listening to others' questions or accounts of the evidence.
2. Interpret information presented in visual or multimodal formats and explain how the information clarifies and contributes to a topic or issue under study.	2. Determine the main ideas and supporting elements presented in oral, visual, or multimodal formats and explain how the information clarifies and contributes to an understanding of a topic or issue under study.	2. Determine the purpose of and perspectives represented in oral, visual, or multimodal formats and evaluate whether the information is laden with social, commercial, or political motives.
3. Delineate the claims made by a speaker or presenter and detail what evidence supports which claims.	3. Evaluate a speaker's or presenter's reasoning and claims as well as the degree to which each claim is logically supported by the evidence provided.	3. Assess the truth of a speaker's or presenter's premises and the validity of his or her conclusions.
Presentation of Knowledge and Ideas		
4. Present information, emphasizing salient points with pertinent descriptions and details and using appropriate eye contact, adequate volume, and clear pronunciation.	4. Present claims and findings with relevant and specific descriptions, facts, and examples, and use appropriate eye contact, adequate volume, and clear pronunciation.	4. Present claims and findings with relevant evidence that is accessible and verifiable to listeners, and use appropriate eye contact, adequate volume, and clear pronunciation.
5. Incorporate digital media and visual displays of data when helpful and in a manner that strengthens the presentation.	5. Incorporate digital media and visual displays of data when helpful and in a manner that strengthens the presentation.	5. Incorporate digital media and visual displays of data when helpful and in a manner that strengthens the presentation.
6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate. (See "Conventions" in Language, on pages 47–50, for specific demands.)	6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate. (See "Conventions" in Language, pages 47–50, for specific demands.)	6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate. (See "Conventions" in Language, pages 47–50, for specific demands.)

Speaking and Listening Standards 6–12

Grades 9–10 students:

Grades 11–12 students:

Comprehension and Collaboration

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| <p>1. Initiate and participate effectively in group discussions on <i>grades 9–10 topics, texts, and issues</i> being studied in class.</p> <ul style="list-style-type: none">a. Prepare for discussions by reading and researching material under study and explicitly draw on that preparation in discussions.b. Cooperate with peers to set clear goals and deadlines and to establish roles.c. Build on essential information from others' input by asking questions and sharing comments that enrich discussions.d. Acknowledge the ideas and contributions of others in the group, reach decisions about the information and ideas under discussion, and complete the task.e. Evaluate whether the team has met its goals. <p>2. Synthesize information presented visually or multimodally with other information presented orally, noting any discrepancies between the data that emerge as a result.</p> <p>3. Determine a speaker's or presenter's position or point of view by assessing the evidence, word choice, points of emphasis, and tone used.</p> | <p>1. Initiate and participate effectively in group discussions on <i>grades 11–12 topics, texts, and issues</i> being studied in class.</p> <ul style="list-style-type: none">a. Prepare for discussions by distilling the evidence or information about the material under study and explicitly draw on that preparation in discussions.b. Cooperate with peers to set clear goals and deadlines, establish roles, and determine ground rules for decision making (e.g., informal consensus, taking votes on key issues, presentation of alternate views).c. Propel conversations forward by asking questions that test the evidence and by sharing findings that clarify, verify, or challenge ideas and conclusions.d. Summarize accurately the comments and claims made on all sides of an issue and determine what additional information, research, and tasks are required for the team to complete the task.e. Evaluate whether the team has met its goals. <p>2. Integrate multiple streams of data presented through various mediums, evaluating the reliability and credibility of each source of information in order to answer questions, solve problems, or build knowledge.</p> <p>3. Evaluate the information conveyed and rhetoric used by a speaker or presenter, identifying logical errors in reasoning and exaggerated or distorted evidence.</p> |
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Presentation of Knowledge and Ideas

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| <p>4. Plan and deliver relevant and sufficient evidence in support of findings and claims such that listeners can follow the reasoning, adjusting presentation to particular audiences and purposes.</p> <p>5. Make strategic use of digital media elements and visual displays of data to enhance understanding.</p> <p>6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate. (See "Conventions" in Language, pages 47–50, for specific demands.)</p> | <p>4. Plan and deliver focused and coherent presentations that convey clear and distinct perspectives such that the line of reasoning and sources of support are clear and alternative perspectives are addressed, adjusting presentation to particular audiences and purposes.</p> <p>5. Make strategic use of digital media elements and visual displays of data to enhance understanding.</p> <p>6. Adapt speech to a variety of contexts and communicative tasks, demonstrating a command of formal English when indicated or appropriate. (See "Conventions" in Language, pages 47–50, for specific demands.)</p> |
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College and Career Readiness Standards for Language

The grades 6–12 standards on the following pages define what students should understand and be able to do in each grade and build toward the six College and Career Readiness Standards.

Conventions in Writing and Speaking

1. Demonstrate a command of the conventions of standard English grammar and usage.
2. Demonstrate a command of the conventions of capitalization, punctuation, and spelling.
3. Make effective choices about language, punctuation, and sentence structure for meaning and style.

Vocabulary Acquisition and Use

4. Determine the meaning of words and phrases encountered through conversations, reading, and media use.
5. Understand the nuances of and relationships among words.
6. Use grade-appropriate general academic vocabulary and domain-specific words and phrases purposefully acquired as well as gained through conversation and reading and responding to texts.

Note on range and content of student language use

To be college and career ready in language, students must have firm control over the conventions of writing and speaking and have extensive vocabularies built through reading and study. They must have a well-developed understanding of standard written and spoken English, demonstrating command of the conventions of grammar, usage, and mechanics. They also must come to appreciate that language is as much a matter of craft as of rules and be able to use punctuation, words, phrases, clauses, and sentences to achieve particular rhetorical effects and to convey ideas precisely and concisely. They need to become highly skilled in determining the meanings of words they encounter, choosing flexibly from an array of strategies to aid them. They must learn to see an individual word as part of a network of other words—words, for example, that have similar denotations but different connotations. The inclusion of Language standards in their own strand should not be taken as an indication that skills related to conventions and vocabulary are unimportant to reading, writing, speaking, and listening; indeed, they are inseparable from such contexts.

Language Standards 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. They offer a focus for instruction in each year to help ensure that students gain adequate exposure to a range of skills and applications.

Grade 6 students:	Grade 7 students:	Grade 8 students:
<i>Conventions in Writing and Speaking</i>		
<p>1. Observe conventions of grammar and usage.</p> <ul style="list-style-type: none"> a. Ensure that pronouns are in the proper case (subjective, objective, possessive). b. Recognize and correct inappropriate shifts in pronoun number and person.* c. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents).* 	<p>1. Observe conventions of grammar and usage.</p> <ul style="list-style-type: none"> a. Explain the function of phrases and clauses in general and their functions in specific sentences. b. Chose among simple, compound, complex, and compound-complex sentences to signal differing relationships among ideas. c. Place phrases and clauses within a sentence, avoiding misplaced and dangling modifiers.* 	<p>1. Observe conventions of grammar and usage.</p> <ul style="list-style-type: none"> a. Form and use verbs in the active and passive voice. b. Form and use verbs in the indicative, imperative, interrogative, conditional, and subjunctive moods. c. Recognize and correct inappropriate shifts in verb voice and mood.*
<p>2. Observe conventions of capitalization, punctuation, and spelling.</p> <ul style="list-style-type: none"> a. Use commas, parentheses, or dashes to set off nonrestrictive/parenthetical elements.* b. Spell correctly. 	<p>2. Observe conventions of capitalization, punctuation, and spelling.</p> <ul style="list-style-type: none"> a. Use a comma before a coordinating conjunction in a compound sentence. b. Spell correctly. 	<p>2. Observe conventions of capitalization, punctuation, and spelling.</p> <ul style="list-style-type: none"> a. Use a comma to separate coordinate adjectives (e.g., <i>It was a fascinating, enjoyable movie</i> but not <i>He wore an old[,] green shirt</i>). b. Use a comma, ellipses, or dash to indicate a pause or break. c. Spell correctly.
<p>3. Make effective language choices.</p> <ul style="list-style-type: none"> a. Vary sentence patterns for meaning, reader/listener interest, and style.* 	<p>3. Make effective language choices.</p> <ul style="list-style-type: none"> a. Choose words and phrases that express ideas concisely, eliminating wordiness and redundancy.* 	<p>3. Make effective language choices.</p> <ul style="list-style-type: none"> a. Use verbs in the active and passive voice and in the conditional and subjunctive moods to achieve particular effects (e.g., emphasizing the actor or the action; expressing uncertainty or describing a state contrary to fact).

* Conventions standards noted with an asterisk need to be revisited by students in subsequent grades. See page 51 for a complete listing.

Language Standards 6–12

Grade 6 students:	Grade 7 students:	Grade 8 students:
Vocabulary Acquisition and Use		
<p>4. Determine word meanings (<i>based on grade 6 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., sentence and paragraph context, the organizational pattern of the text); using syntactic clues (e.g., the word's position or function in the sentence); analyzing the word's sounds, spelling, and meaningful parts; and consulting reference materials, both print and digital. b. Use a known root as a clue to the meaning of an unknown word (e.g., <i>audience, auditory, audible</i>). c. Verify the preliminary determination of a word's meaning (e.g., by checking the inferred meaning in context or looking up the word in a dictionary). d. Interpret various figures of speech (e.g., personification) relevant to particular texts. 	<p>4. Determine word meanings (<i>based on grade 7 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., sentence and paragraph context, the organizational pattern of the text); using syntactic clues (e.g., the word's position or function in the sentence); analyzing the word's sounds, spelling, and meaningful parts; and consulting reference materials, both print and digital. b. Use a known root as a clue to the meaning of an unknown word (e.g., <i>bellicose, rebel</i>). c. Verify the preliminary determination of a word's meaning (e.g., by checking the inferred meaning in context or looking up the word in a dictionary). d. Interpret various figures of speech (e.g., allegory) relevant to particular texts. 	<p>4. Determine word meanings (<i>based on grade 8 reading</i>).</p> <ul style="list-style-type: none"> a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., sentence and paragraph context, the organizational pattern of the text); using syntactic clues (e.g., the word's position or function in the sentence); analyzing the word's sounds, spelling, and meaningful parts; and consulting reference materials, both print and digital. b. Use a known root as a clue to the meaning of an unknown word (e.g., <i>precede, recede, secede</i>). c. Verify the preliminary determination of a word's meaning (e.g., by checking the inferred meaning in context or looking up the word in a dictionary). d. Interpret various figures of speech (e.g. verbal irony, puns) relevant to particular texts.
<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Trace the network of uses and meanings that different words have and the interrelationships among those meanings and uses. b. Distinguish a word from other words with similar denotations but different connotations. 	<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Trace the network of uses and meanings different words have and the interrelationships among those meanings and uses. b. Distinguish a word from other words with similar denotations but different connotations. 	<p>5. Understand word relationships.</p> <ul style="list-style-type: none"> a. Trace the network of uses and meanings different words have and the interrelationships among those meanings and uses. b. Distinguish a word from other words with similar denotations but different connotations.
<p>6. Use grade-appropriate general academic vocabulary and English language arts–specific words and phrases taught directly and gained through reading and responding to texts.</p>	<p>6. Use grade-appropriate general academic vocabulary and English language arts–specific words and phrases taught directly and gained through reading and responding to texts.</p>	<p>6. Use grade-appropriate general academic vocabulary and English language arts–specific words and phrases taught directly and gained through reading and responding to texts.</p>

Language Standards 6–12

Grades 9–10 students:

Grades 11–12 students:

Conventions in Writing and Speaking

1. Observe conventions of grammar and usage.
 - a. Use parallel structure in writing.*
 - b. Use various types of phrases (noun, verb, adjectival, adverbial, participial, prepositional, absolute) and clauses (independent, dependent; noun, relative, adverbial) to add variety and interest to writing or presentations.
2. Observe conventions of capitalization, punctuation, and spelling.
 - a. Use a semicolon (and perhaps a conjunctive adverb) to link two or more closely related independent clauses.
 - b. Use a colon to introduce a list or quotation.
 - c. Spell correctly.
3. Make effective language choices.
 - a. Write and edit work so that it conforms to the guidelines in a style manual.

1. Observe conventions of grammar and usage.
 - a. Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.
 - b. Resolve complex usage issues, particularly when the issue involves contested or changing usage; consult references (e.g., *Merriam-Webster's Dictionary of English Usage*) as needed for guidance.
2. Observe conventions of capitalization, punctuation, and spelling.
 - a. Observe the conventions concerning using hyphens to join words.
 - b. Spell correctly.
3. Make effective language choices.
 - a. Write and edit work so that it conforms to the guidelines in a style manual.

Vocabulary Acquisition and Use

4. Determine word meanings (*based on grades 9–10 reading*).
 - a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., sentence, paragraph, and whole-text context; the organizational pattern of the text); using syntactic clues (e.g., the word's position or function in the sentence); analyzing the word's sounds, spelling, and meaningful parts; understanding the word's etymology; and consulting reference materials, both print and digital.
 - b. Verify the preliminary determination of a word's meaning (e.g., by checking the inferred meaning in context or looking up the word in a dictionary).
 - c. Interpret various figures of speech (e.g., hyperbole, paradox) and analyze their role in a text.
5. Understand word relationships.
 - a. Trace the network of uses and meanings different words have and the interrelationships among those meanings and uses.
 - b. Distinguish a word from other words with similar denotations but different connotations.
6. Use grade-appropriate general academic vocabulary and English language arts–specific words and phrases taught directly and gained through reading and responding to texts.

4. Determine word meanings (*based on grades 11–12 reading*).
 - a. Determine or clarify the meaning of unknown or multiple-meaning words through the use of one or more strategies, such as using semantic clues (e.g., sentence, paragraph, and whole-text context; the organizational pattern of the text); using syntactic clues (e.g., the word's position or function in the sentence); analyzing the word's sounds, spelling, and meaningful parts; understanding the word's etymology; and consulting reference materials, both print and digital.
 - b. Verify the preliminary determination of a word's meaning (e.g., by checking the inferred meaning in context or looking up the word in a dictionary).
 - c. Interpret various figures of speech (e.g., satire, sarcasm) and analyze their role in a text.
5. Understand word relationships.
 - a. Trace the network of uses and meanings different words have and the interrelationships among those meanings and uses.
 - b. Distinguish a word from other words with similar denotations but different connotations.
6. Use grade-appropriate general academic vocabulary and English language arts–specific words and phrases taught directly and gained through reading and responding to texts.

* Conventions standards noted with an asterisk need to be revisited by students in subsequent grades as their writing and speak grow in sophistication. See page 51 for a complete listing.

English Language Arts Conventions Progressive Skills, By Standard

The following, marked with an asterisk (*) in the Conventions standards, are skills and understandings that require continued attention in higher grades (after their introduction in the grade listed below) as they are applied to increasingly sophisticated writing and speaking.

Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grades 9–10
1c. Ensure subject-verb and pronoun-antecedent agreement. 3a. Choose words for effect.						
1b. Form and use adjectives and adverbs (including comparative and superlative forms), placing them appropriately within sentences. 1c. Produce complete sentences, avoiding rhetorically poor fragments and run-ons. 1d. Correctly use frequently confused words (e.g., <i>effect/affect</i> , <i>to/too/two</i>). 3a. Use punctuation for effect. 3b. Maintain consistency in style and tone. 3c. Choose words and phrases to convey ideas precisely.						
1b. Recognize and correct inappropriate shifts in verb tense and aspect. 2a. Use punctuation to separate items in a series. 3a. Expand, combine, and reduce sentences for meaning, reader/listener interest, and style.						
1b. Recognize and correct inappropriate shifts in pronoun number and person. 1c. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents). 2a. Use commas, parentheses, or dashes to set off nonrestrictive/parenthetical elements. 3a. Vary sentence patterns for meaning, reader/listener interest, and style.						
1c. Place phrases and clauses within a sentence, avoiding misplaced and dangling modifiers. 3b. Choose words and phrases that express ideas concisely, eliminating wordiness and redundancy.						
1c. Recognize and correct inappropriate shifts in verb voice and mood.						
1a. Use parallel structure in writing.						

Range of Text Types for 6–12

Students in grades 6–12 apply the Reading standards to the following range of text types, with texts selected from a broad range of cultures and periods.

Literature			Informational Text
Stories	Drama	Poetry	Literary Nonfiction
Includes the subgenres of adventure stories, historical fiction, mysteries, myths, science fiction, realistic fiction, allegories, parodies, satire, and graphic novels	Includes one-act and multiact plays, both in written form and on film	Includes the subgenres of narrative poems, lyrical poems, free verse poems, sonnets, odes, ballads, and epics	Includes the subgenres of exposition and argument in the form of personal essays, speeches, opinion pieces, essays about art or literature, biographies, memoirs, journalism, and historical, scientific, or economic accounts (including digital media sources) written for a broad audience

Texts Illustrating the Complexity, Quality, and Range of Student Reading 6–12

Literature: Stories, Drama, Poetry		Informational Texts: Literary Nonfiction
6–8	<ul style="list-style-type: none"> <i>Little Women</i> by Louisa May Alcott (1869) <i>The Adventures of Tom Sawyer</i> by Mark Twain (1876) “The Road Not Taken” by Robert Frost (1915) <i>The Dark Is Rising</i> by Susan Cooper (1973) <i>Dragonwings</i> by Laurence Yep (1975) <i>Roll of Thunder, Hear My Cry</i> by Mildred Taylor (1976) 	<ul style="list-style-type: none"> “Letter on Thomas Jefferson” by John Adams (1776) <i>Narrative of the Life of Frederick Douglass, an American Slave</i> by Frederick Douglass (1845) <i>Harriet Tubman: Conductor on the Underground Railroad</i> by Ann Petry (1955) <i>Travels with Charley: In Search of America</i> by John Steinbeck (1962) <i>The Great Fire</i> by Jim Murphy (1995) <i>This Land Was Made for You and Me: The Life and Songs of Woody Guthrie</i> by Elizabeth Partridge (2002)
9–10	<ul style="list-style-type: none"> <i>The Tragedy of Romeo and Juliet</i> by William Shakespeare (1592) “Ozymandias” by Percy Bysshe Shelley (1817) “The Raven” by Edgar Allen Poe (1845) “The Gift of the Magi” by O. Henry (1906) <i>The Grapes of Wrath</i> by John Steinbeck (1939) <i>Fahrenheit 451</i> by Ray Bradbury (1953) <i>The Killer Angels</i> by Michael Shaara (1975) 	<ul style="list-style-type: none"> “Speech to the Second Virginia Convention” by Patrick Henry (1775) The Declaration of Independence by Thomas Jefferson (1776) “Second Inaugural Address” by Abraham Lincoln (1865) “State of the Union Address” by Franklin Delano Roosevelt (1941) <i>Cod: A Biography of the Fish That Changed the World</i> by Mark Kurlansky (1997) <i>The Race to Save Lord God Bird</i> by Phillip Hoose (2004)
11–CCR	<ul style="list-style-type: none"> “Ode on a Grecian Urn” by John Keats (1820) <i>Jane Eyre</i> by Charlotte Brontë (1848) “Because I Could Not Stop for Death” by Emily Dickinson (1890) <i>The Great Gatsby</i> by F. Scott Fitzgerald (1925) <i>Their Eyes Were Watching God</i> by Zora Neale Hurston (1937) <i>A Raisin in the Sun</i> by Lorraine Hansberry (1959) <i>The Namesake</i> by Jhumpa Lahiri (2003) 	<ul style="list-style-type: none"> <i>The Crisis</i> by Thomas Paine (1776) <i>Walden</i> by Henry David Thoreau (1854) “Society and Solitude” by Ralph Waldo Emerson (1857) “Gettysburg Address” by Abraham Lincoln (1863) “Letter from Birmingham Jail” by Martin Luther King, Jr. (1964) <i>Google Hacks: Tips & Tools for Smarter Searching</i> by Tara Calishain and Rael Dornfest (2004) <i>America’s Constitution: A Biography</i> by Akhil Reed Amar (2005)

Note: Given space limitations, the illustrative texts listed above are meant only to show individual titles that are representative of a range of topics and genres. (See Appendix B for excerpts of these and other texts illustrative of grades 6–12 text complexity.) At a curricular or instructional level, within and across grade levels, texts need to be selected around topics or themes that generate knowledge and allow students to study topics in depth.

Standards for Literacy in History/Social Studies & Science

6-12

College and Career Readiness Standards for Reading

The grades 6–12 standards on the following pages define what students need to know and be able to do and build toward the ten College and Career Readiness Standards.

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.
3. Analyze in detail where, when, why, and how events, ideas, and characters develop and interact over the course of a text.

Craft and Structure

4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and explain how specific word choices shape meaning or tone.
5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section or chapter) relate to each other and the whole.
6. Assess how point of view or purpose shapes the content and style of a text.

Integration of Knowledge and Ideas

7. Synthesize and apply information presented in diverse ways (e.g., through words, images, graphs, and video) in print and digital sources in order to answer questions, solve problems, or compare modes of presentation.¹
8. Delineate and evaluate the reasoning and rhetoric within a text, including assessing whether the evidence provided is relevant and sufficient to support the text's claims.
9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.

Range and Level of Text Complexity

10. Read complex texts independently, proficiently, and fluently, sustaining concentration, monitoring comprehension, and, when useful, rereading.²

¹Please see “Research to Build Knowledge” in Writing for additional standards relevant to gathering, assessing, and applying information from print and digital sources.

²Proficiency in this standard is measured by students' ability to read a range of appropriately complex text in each grade as defined in Appendix A.

Note on range and content of student reading

Reading is critical to building knowledge in history/social studies as well as in science and other technical fields. College- and career-ready reading in these fields requires an appreciation of the norms and conventions of each discipline, such as the kinds of evidence used in history and science; an understanding of domain-specific words and phrases; an attention to precise details; and the capacity to evaluate intricate arguments, synthesize complex information, and follow detailed descriptions of events and concepts. In history/social studies, for example, students need to be able to analyze, evaluate, and differentiate primary and secondary sources. When reading scientific and technical texts, students need to be able to gain knowledge from challenging texts that often make extensive use of elaborate diagrams and data to convey information and illustrate concepts. Students must be able to read complex informational text in these fields with independence and confidence because the vast majority of reading in college and workforce training programs will be sophisticated nonfiction. It is important to note that these Reading standards are meant to complement the specific content demands of the disciplines, not replace them.

Reading Standards for History/Social Studies 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. The standards below begin at grade 6; standards for K–5 reading in history/social studies are integrated into the K–5 standards for reading informational text.

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
<i>Key Ideas and Details</i>		
<ol style="list-style-type: none"> 1. Cite specific textual evidence to support analysis of primary and secondary sources. 2. Determine the main ideas or information of a primary or secondary source; summarize the source, basing the summary on information in the text rather than on prior knowledge or opinions. 3. Identify key steps in a text’s description of a process related to history/social studies (e.g., how a bill becomes law, how interest rates are raised or lowered). 	<ol style="list-style-type: none"> 1. Cite specific textual evidence to support analysis of primary and secondary sources, attending to such features as the date and origin of the information. 2. Determine the main ideas or information of a primary or secondary source; summarize how key events or ideas develop over the course of the text. 3. Analyze in detail a series of events described in a text and the causes that link the events; distinguish whether earlier events caused later ones or simply preceded them. 	<ol style="list-style-type: none"> 1. Cite specific textual evidence to support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole. 2. Determine the main ideas or information of a primary or secondary source; provide a summary that makes clear the relationships between the key details and ideas. 3. Analyze how ideas and beliefs emerge, develop, and influence events, based on evidence in the text .
<i>Craft and Structure</i>		
<ol style="list-style-type: none"> 4. Determine the meaning of words and phrases in a text, including vocabulary specific to domains related to history/social studies. 5. Identify how a history/social studies text presents information (e.g., sequentially, comparatively, causally). 6. Identify aspects of a text that reveal an author’s point of view or purpose (e.g., loaded language, inclusion or avoidance of particular facts). 	<ol style="list-style-type: none"> 4. Determine the meaning of words and phrases in a text, including the vocabulary describing political, economic, or social aspects of history. 5. Explain how an author chooses to structure information or an explanation in a text to emphasize key points or advance a point of view. 6. Compare the point of view of two or more authors by comparing how they treat the same or similar historical topics, including which details they include and emphasize in their respective accounts. 	<ol style="list-style-type: none"> 4. Interpret the meaning of words and phrases in a text, including how an author uses and refines the meaning of a key term over the course of a text (e.g., how Madison defines <i>faction</i> in Federalist No. 10 and No. 51). 5. Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole. 6. Evaluate authors’ differing points of view on the same historical event or issue by assessing the authors’ claims, evidence, and reasoning.
<i>Integration of Knowledge and Ideas</i>		
<ol style="list-style-type: none"> 7. Integrate graphical information (e.g., pictures, videos, maps, time lines) with other information in a print or digital text. 8. Distinguish among fact, opinion, and reasoned judgment in a historical account. 9. Analyze the relationship between a primary and secondary source on the same topic. 	<ol style="list-style-type: none"> 7. Integrate quantitative or technical information presented in maps, time lines, and videos with other information in a print or digital text. 8. Assess the extent to which the evidence in a text supports the author’s claims. 9. Compare and contrast treatments of the same topic in several primary and secondary sources. 	<ol style="list-style-type: none"> 7. Synthesize ideas and data presented graphically and determine their relationship to the rest of a print or digital text, noting discrepancies between the graphics and other information in the text. 8. Evaluate an author’s premises, claims, and evidence by corroborating or challenging them with other sources of information. 9. Integrate information from diverse sources, both primary and secondary, into a coherent understanding of an idea or event, noting discrepancies among sources.
<i>Range and Level of Text Complexity</i>		
<ol style="list-style-type: none"> 10. Read informational text independently, proficiently, and fluently in the grades 6–8 text complexity band; read “stretch” texts with scaffolding as needed. 	<ol style="list-style-type: none"> 10. Read informational text independently, proficiently, and fluently in the grades 9–10 text complexity band; read “stretch” texts with scaffolding as needed. 	<ol style="list-style-type: none"> 10. Read informational text independently, proficiently, and fluently in the grades 11–12 text complexity band; read “stretch” texts with scaffolding as needed.

Reading Standards for Science 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. The standards below begin at grade 6; standards for K–5 reading in science are integrated into the K–5 standards for reading informational text.

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Key Ideas and Details		
<ol style="list-style-type: none"> 1. Cite specific textual evidence to support analysis of scientific and technical texts. 2. Summarize the broad ideas and specific conclusions made in a text, basing the summary on textual information rather than on prior knowledge or opinions. 3. Follow precisely a multistep procedure when carrying out experiments, taking measurements, or performing technical tasks. 	<ol style="list-style-type: none"> 1. Cite specific textual evidence to support analysis of scientific and technical text, including analysis of the precise details of explanations or descriptions. 2. Analyze the development of a text’s explanation of a process or phenomenon, summarizing the central ideas and supporting details. 3. Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks. 	<ol style="list-style-type: none"> 1. Cite specific textual evidence to support analysis of scientific and technical texts, including analysis of important distinctions the author makes between ideas or pieces of information. 2. Summarize complex information or ideas presented in a text, paraphrasing it in simpler but still accurate terms. 3. Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the causes of the specific results based on information from the text.
Craft and Structure		
<ol style="list-style-type: none"> 4. Determine the meaning of key terms, symbols, and domain-specific vocabulary used in a text. 5. Analyze how each major part of a text contributes to an understanding of the topic discussed in the text. 6. Analyze the purpose of an experiment or explanation in a text, including defining the problem or question to be resolved. 	<ol style="list-style-type: none"> 4. Determine the meaning of key terms, symbols, and domain-specific vocabulary used in a text, noting relationships among terms pertaining to important ideas or processes (e.g., <i>force</i>, <i>friction</i>, <i>reaction force</i>, <i>energy</i>). 5. Analyze the relationships among concepts in a text, including developing propositional concept maps to organize and illustrate the ideas. 6. Analyze the purpose of an experiment, including defining the possibilities ruled out by the experimental results. 	<ol style="list-style-type: none"> 4. Determine the meaning of key terms, symbols, and domain-specific vocabulary used in a text, attending to the precise meaning of terms as they are used in particular scientific or technical contexts. 5. Analyze the hierarchical or categorical relationships of concepts or information presented in a text. 6. Analyze the scope and purpose of an experiment or explanation and determine which related issues remain unresolved or uncertain.
Integration of Knowledge and Ideas		
<ol style="list-style-type: none"> 7. Integrate information provided by the words in a text with a version of that information expressed graphically (e.g., in a flowchart, diagram, model, graph, or table). 8. Distinguish facts or reasoned judgments based on research findings from opinions. 9. Compare and contrast the information gained from experiments, simulations, video, or multimedia sources with that gained from reading a text on the same topic. 	<ol style="list-style-type: none"> 7. Integrate quantitative or technical information presented graphically (e.g., in a flowchart, diagram, model, graph, or table) with other information in a text. 8. Assess the extent to which the evidence in a text supports a scientific claim or a recommendation for solving a technical problem. 9. Compare experimental findings presented in a text to information from other sources, noting when the findings support or contradict previous explanations or accounts. 	<ol style="list-style-type: none"> 7. Synthesize information in different formats by representing complex information in a text in graphical form (e.g., a table or chart) or translating a graphic or equation into words. 8. Evaluate the hypotheses, data, and conclusions in a scientific text, corroborating or undercutting them with other sources of information. 9. Integrate information from diverse sources (e.g., video, multimedia sources, experiments, simulations) into a coherent understanding of a concept, process, or phenomenon, noting discrepancies among sources.
Range and Level of Text Complexity		
<ol style="list-style-type: none"> 10. Read informational text independently, proficiently, and fluently in the grades 6–8 text complexity band; read “stretch” texts with scaffolding as needed. 	<ol style="list-style-type: none"> 10. Read informational text independently, proficiently, and fluently in the grades 9–10 text complexity band; read “stretch” texts with scaffolding as needed. 	<ol style="list-style-type: none"> 10. Read informational text independently, proficiently, and fluently in the grades 11–CCR text complexity band; read “stretch” texts with scaffolding as needed.

College and Career Readiness Standards for Writing

The grades 6–12 standards on the following pages define what students need to know and be able to do and build toward these ten College and Career Readiness Standards.

Text Types and Purposes¹

1. Write arguments to support a substantive claim with clear reasons and relevant and sufficient evidence.
2. Write informative/explanatory texts to convey complex information clearly and accurately through purposeful selection and organization of content.
3. Write narratives to convey real or imagined experiences, individuals, or events and how they develop over time.

Production and Distribution of Writing

4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience.
5. Strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach.
6. Use technology, including the Internet, to produce, publish, and interact with others about writing.

Research to Build Knowledge

7. Perform short, focused research projects as well as more sustained research in response to a focused research question, demonstrating understanding of the material under investigation.
8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate and cite the information while avoiding plagiarism.
9. Write in response to literary or informational sources, drawing evidence from the text to support analysis and reflection as well as to describe what they have learned.

Range of Writing

10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.²

¹These broad categories of writing include many subgenres. See Appendix A for definitions of key writing types.

²This standard is measured by the proficiency of student writing products.

Note on range and content of student writing

For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying what they have experienced, imagined, thought, and felt. To be college- and career-ready writers, students must take task, purpose, and audience into careful consideration, choosing words, information, structures, and formats deliberately. They need to be able to use technology strategically when creating, refining, and collaborating on writing. They have to become adept at gathering information, evaluating sources, and citing material accurately, reporting findings from their research and analysis of sources in a clear and cogent manner. They must have the flexibility, concentration, and fluency to produce high-quality first-draft text under a tight deadline and the capacity to revisit and make improvements to a piece of writing over multiple drafts when circumstances encourage or require it. To meet these goals, students must devote significant time and effort to writing, producing numerous pieces over short and long time frames throughout the year.

Writing Standards for History/Social Studies and Science 6–12

Following are the standards for grades 6–12, which relate to their College and Career Readiness counterparts by number. The standards below begin at grade 6; standards for K–5 writing in history/social studies and science are integrated into the K–5 standards for writing.

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
Text Types and Purposes		
<p>1. Write arguments focused on <i>discipline-specific content</i> in which they:</p> <ol style="list-style-type: none">Introduce a claim about a topic or issue, distinguish it from alternate or opposing claims, and organize the reasons, data, and evidence logically to support the claim.Support the claim with logical reasoning and detailed, accurate data and evidence (science) or information from credible primary, secondary, and tertiary sources (history).Use words and phrases as well as domain-specific vocabulary to make clear the relationships among claims, reasons, data, and evidence.Sustain an objective style and tone.Provide a concluding statement or section that follows logically from the argument.	<p>1. Write arguments focused on <i>discipline-specific content</i> in which they:</p> <ol style="list-style-type: none">Introduce a precise claim, distinguish it from alternate or opposing claims, and provide an organization that establishes clear relationships among the claim, reasons, data, and evidence.Develop a claim fairly with logical reasoning, supplying detailed, accurate data and evidence acquired in a scientifically acceptable form (science) or gathered from credible primary, secondary, and tertiary sources (history).Use precise words and phrases as well as domain-specific vocabulary to make clear the relationships between claims and reasons and between reasons and the data and evidence.Sustain an objective style and tone while attending to the norms and conventions of the specific discipline.Provide a concluding statement or section that follows logically from the argument.	<p>1. Write arguments focused on <i>discipline-specific content</i> in which they:</p> <ol style="list-style-type: none">Introduce a substantive claim, establish its significance, distinguish it from alternate or opposing claims, and create an organization so that claims, reasons, data, and evidence are purposefully and logically sequenced.Develop a claim thoroughly and fairly with logical reasoning, supplying the most relevant data and evidence acquired in a scientifically acceptable form (science) or gathered from credible primary, secondary, and tertiary sources (history).Use precise words and phrases as well as domain-specific vocabulary to make clear the relationships between claims and reasons and between reasons and the data and evidence.Sustain an objective style and tone while attending to the norms and conventions of the specific discipline.Provide a concluding statement or section that follows logically from the argument.

Writing Standards for History/Social Studies and Science 6–12

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
<i>Text Types and Purposes (continued)</i>		
<p>2. Write informative/explanatory texts, including the narration of historical events or scientific procedures/experiments, in which they:</p> <ol style="list-style-type: none">Introduce and establish a topic and organize information under concepts or into categories.Develop a topic that has historical or scientific significance using well-chosen, relevant facts, data, details, quotations, examples, or other information.Use varied links and sentence structures to create cohesion and clarify information and ideas.Use precise language and domain-specific vocabulary and sustain a formal, objective style appropriate for a reader seeking information.Provide a conclusion that follows logically from the information or explanation presented.	<p>2. Write informative/explanatory texts, including the narration of historical events or scientific procedures/experiments, in which they:</p> <ol style="list-style-type: none">Introduce a topic and organize information under concepts and into categories, making clear the connections and distinctions between key ideas; use formatting and graphics (e.g., headings, figures, tables, graphs, illustrations) as useful to clarify ideas.Develop a topic that has historical or scientific significance using well-chosen, relevant, and sufficient facts, data, details, quotations, examples, extended definitions, or other information.Use varied transitions and sentence structures to create cohesion, clarify information and ideas, and link major sections in the text.Use precise language and domain-specific vocabulary to convey a style appropriate to the specific discipline and context as well as to the expertise of likely readers.Provide a conclusion that follows logically from the information or explanation provided and that articulates the implications or significance of the topic.	<p>2. Write informative/explanatory texts, including the narration of historical events or scientific procedures/experiments, in which they:</p> <ol style="list-style-type: none">Introduce a complex topic and organize the information so that each new piece of information builds on that which precedes it to create a unified whole; use formatting and graphics (e.g., headings, figures, tables, graphs, illustrations) as useful to clarify ideas.Develop a complex topic that has historical and scientific significance using the most significant and relevant facts, data, details, quotations, examples, extended definitions, or other information.Use varied transitional devices and sentence structures to create cohesion, clarify complex information and ideas, and link the major sections of the text.Use precise language, domain-specific and technical wording, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic; convey a knowledgeable stance in a style that responds to the specific discipline and context as well as to the expertise of likely readers.Provide a well-developed conclusion that follows logically from the information or explanation provided and that articulates the implications or significance of the topic.
<p>3. Students' narrative skills continue to grow in these grades. The <i>Standards</i> require that students be able to incorporate narrative elements effectively into arguments and informative/explanatory texts. In history, students must be able to write narrative accounts about individuals or events of historical import. In science, students must be able to write precise enough descriptions of the step-by-step procedures they use in their investigations that others can replicate them and (possibly) reach the same results.</p>	<p>3. Students' narrative skills continue to grow in these grades. The <i>Standards</i> require that students be able to incorporate narrative elements effectively into arguments and informative/explanatory texts. In history, students must be able to write narrative accounts about individuals or events of historical import. In science, students must be able to write precise enough descriptions of the step-by-step procedures they use in their investigations that others can replicate them and (possibly) reach the same results.</p>	<p>3. Students' narrative skills continue to grow in these grades. The <i>Standards</i> require that students be able to incorporate narrative elements effectively into arguments and informative/explanatory texts. In history, students must be able to write narrative accounts about individuals or events of historical import. In science, students must be able to write precise enough descriptions of the step-by-step procedures they use in their investigations that others can replicate them and (possibly) reach the same results.</p>

Writing Standards for History/Social Studies and Science 6–12

Grades 6–8 students:	Grades 9–10 students:	Grades 11–12 students:
<i>Production and Distribution of Writing</i>		
<p>4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience.</p> <p>5. With some guidance and support from peers and adults, strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach after rethinking how well questions of purpose and context have been addressed.</p> <p>6. Use technology, including the Internet, to present and cite information effectively in a digital format, including when publishing and responding to writing.</p>	<p>4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience.</p> <p>5. Strengthen writing as needed by planning, revising, editing, or trying a new approach, focusing on addressing what is most significant for a specific task and context.</p> <p>6. Use technology, including the Internet, to produce, publish, and collaborate on a shared writing product, incorporating diverse and sometimes conflicting feedback.</p>	<p>4. Produce writing in which the organization, development, substance, and style are appropriate to task, purpose, and audience.</p> <p>5. Strengthen writing as needed by planning, revising, editing, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.</p> <p>6. Demonstrate command of technology, including the Internet, to produce, publish, and update work in response to ongoing feedback, including fresh arguments or new information.</p>
<i>Research to Build Knowledge</i>		
<p>7. Perform short, focused research projects in response to a question or problem and generate additional related questions that allow for multiple avenues of exploration.</p> <p>8. Gather relevant information from multiple print and digital sources using effectively tailored searches; assess the credibility and accuracy of each source; and quote or paraphrase the evidence, avoiding plagiarism and following a standard format for citation.</p> <p>9. Write in response to informational sources, drawing on textual evidence to support analysis and reflection as well as to describe what they have learned.</p>	<p>7. Perform short, focused research projects and more sustained research; synthesize multiple sources on a subject to answer a question or solve a problem.</p> <p>8. Gather relevant information from multiple print and digital sources; assess the credibility, accuracy, and strengths and limitations of each source; and integrate selected information into the text, avoiding overreliance on any one source, avoiding plagiarism, and following a standard format for citation.</p> <p>9. Write in response to informational sources, drawing on textual evidence to support analysis and reflection as well as to describe what they have learned.</p>	<p>7. Perform short, focused research projects and more sustained research; synthesize multiple authoritative sources on a subject to answer a question or solve a problem.</p> <p>8. Gather relevant information from multiple print and digital sources; assess its credibility and accuracy and its usefulness in terms of purpose, task, and audience; and integrate selected information into the text, avoiding overreliance on any one source, avoiding plagiarism, and following a standard format for citation.</p> <p>9. Write in response to informational sources, drawing on textual evidence to support analysis and reflection as well as to describe what they have learned.</p>
<i>Range of Writing</i>		
<p>10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p>	<p>10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p>	<p>10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p>

STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

SUBJECT

Proposed Change to IDAPA 08.02.02.018, Rules Governing Uniformity-Standard Elementary Certificate

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1258, Idaho Code

BACKGROUND/DISCUSSION

Since 2005, any educator teaching a middle school core content assignment must be designated as highly qualified according to No Child Left Behind, Title IX, Section 9101(23):

"The term 'highly qualified'-

(B) when used with respect to-

(ii) a middle or secondary school teacher who is new to the profession, means that the teacher holds at least a bachelor's degree and has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by-

(I) passing a rigorous State academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a State-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or

(II) successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing; "

Currently, there is no requirement for a K-8 certified teacher to hold any type of endorsement or have content competency in another subject area outside of the Elementary core content. In most cases, this means that a K-8 certified teacher can only teach a self-contained elementary school class through 6th grade, which contradicts the purpose for Idaho continuing to support the K-8 certificate. Under the current federal requirements, holding only an elementary certificate does not give rural school districts the flexibility for which the K-8 certificate was designed.

Also, in hard to fill positions, there are often not enough 6th-12th grade certificated teachers to meet the needs of middle schools. Unfortunately, at this time K-8 certified teachers are not properly prepared to teach single subject classrooms. This change will assist districts in moving teachers between elementary and middle school as necessary by requiring an area of expertise

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that can be used in the middle grades. It will also provide newly prepared teachers with more options and greater flexibility.

IMPACT

This proposed rule change may increase cost of pre-service preparation by up to one hundred (\$100.00) dollars per candidate to take an additional state-approved content competency assessment.

ATTACHMENTS

Attachment 1 – Proposed Change to IDAPA 08.02.02.018, Rules Governing
Uniformity- Standard Elementary Certificate Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the proposed rule change to IDAPA 08.02.02.018, Rules Governing Uniformity –Standard Elementary Certificate.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAPA 08.02.02.018

018. STANDARD ELEMENTARY CERTIFICATE.

A Standard Elementary Certificate makes an individual eligible to teach grades Kindergarten (K) through eight (8), and may be issued to any person who has a bachelor's degree from an accredited college or university and who meets the following requirements: (3-16-04)

01. General Education Requirements. Completion of the general education requirements at an accredited college or university is required. (3-30-07)

02. Professional Education Requirements. (3-30-07)

a. A minimum of twenty-four (24) semester credit hours, or thirty-six (36) quarter credit hours, in the philosophical, psychological, and methodological foundations and in the professional subject matter of elementary education, which shall include at least six (6) semester credit hours, or nine (9) quarter credit hours, in developmental reading and its application to the content area. (3-16-04)

b. At least six (6) semester credit hours, or nine (9) quarter credit hours, of elementary student teaching or two (2) years of satisfactory experience as a teacher in grades K-8. (3-16-04)

03. Additional Requirements. An institutional recommendation from an accredited college or university or verification of two (2) years of teaching experience in grades Kindergarten (K) through eight (8). (3-16-04)

04. ~~Ninth-Grade~~Area of Endorsement. ~~If an~~All individuals ~~with~~seeking a Standard Elementary Certificate ~~shall~~completes the requirements for a subject area endorsement as outlined under requirements for a Standard Secondary Certificate; ~~a~~An endorsement allowing teaching of that subject through grade nine (9) or a K-12 endorsement may~~shall~~ be added to the Standard Elementary Certificate. Individuals with Standard Elementary Certificates issued prior to July 1, 2013 are not subject to this rule. (3-16-04)()

05. Proficiency. Proficiency in areas noted above is measured by completion of the credit hour requirements provided herein. Additionally, each candidate shall meet or exceed the state qualifying score on approved elementary content area and pedagogy assessments. (3-16-04)

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STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

SUBJECT

Appointment to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Idaho Statute sets forth criteria for membership in the Professional Standards Commission, including four of the following representatives.

Nominations were sought for the position from the Idaho Education Association and Northwest Professional Educators. Resumes for interested individuals are attached. There was only one nominee for each of the categories being renominated.

Secondary Classroom Teacher:

Esther Henry, Jefferson County Joint School District (renomination)

School Counselor:

Shelly Rose, Mountain Home School District (renomination)

Exceptional Child Education:

Kelly Leighton, Coeur d'Alene School District

Colleen Broce, Pocatello School District

Secondary Classroom Teacher:

Pamela Danielson, Orofino Joint School District

Jeff Rigg, Coeur d'Alene School District

Dennis Smith, Post Falls School District

Mikki Nuckols, Bonneville Joint School District

ATTACHMENTS

Attachment 1 – Resume for Esther Henry	Page 3
Attachment 2 – Resume for Shelly Rose	Page 7
Attachment 3 – Resume for Kelly Leighton	Page 15
Attachment 4 – Resume for Colleen Broce	Page 19
Attachment 5 – Resume for Pamela Danielson	Page 23
Attachment 6 – Resume for Jeff Rigg	Page 29
Attachment 7 – Resume for Dennis Smith	Page 35
Attachment 8 – Resume for Mikki Nuckols	Page 39

BOARD ACTION

A motion to approve _____ as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years representing secondary classroom teachers.

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Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years representing school counselors.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years representing exceptional child education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years representing secondary classroom teachers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

Esther Kaye Henry

271 North 3900 East, Rigby, ID 83442

(208) 745-6783

ehenry@sd251.org

Objective	Become a member of the Idaho Professional Standards Commission	
Association And Community Involvement	<ul style="list-style-type: none">• Merit Badge Counselor, BSA• Jefferson County Fair participant• Farm Bureau Talent Show Winner• Church leadership, teaching, music• Snake River Flood Relief volunteer• Tutoring for remedial college English classes• Alliance Canal weed control—20 years	<ul style="list-style-type: none">• Jefferson Co. Ed. Assoc. Building Rep., 1993-1994• JCEA V.P., 1995• JCEA Pres. Elect, 1996• JCEA President, 1997-1998• JCEA Negotiations Team, 1994-1998• JCEA Grievance Committee, chair—1999-2001• IEA Delegate Assembly Member—10 years• IEA campaign worker for 1% Initiative, 2007
Teaching/ Professional Experience	<p>English Teacher Rigby High School, Rigby, Idaho</p> <ul style="list-style-type: none">• Grades 10-12 remedial, regular, AP courses—15 years• National Honor Society Advisor—9 years• District English curriculum alignment committee—7 years• School Improvement Committee, chair—4 years• AP Institute participant—6 years• Senior class advisor—3 years• District principal selection committee member—4 years• Textbook adoption committee—4 years• 10-year accreditation committee chair—1998• District Harmony Committee member—7 years• Mentor teacher—8 years• English Dept. chair—4 years• Cooperating teacher for student teachers—5 years <p><i>Recognition/Awards:</i></p> <ul style="list-style-type: none">• Jefferson County Teacher of the Year, 2002• Who's Who Among American Educators—1995, 1996, 1997, 2001, 2003• Marquis Who's Who in America, 2007• Marquis Who's Who Among American Women, 2008	<i>1992 to Present</i>
Education	<p>English Teacher Springville High School, Springville, Utah</p> <p>Master of Arts—Instruction and Technology <i>Western Governors University</i>, Salt Lake City, Utah</p> <p>National Board Certified Teacher—Adolescent/Young Adult Language Arts</p> <p>Bachelor of Arts—English Education, Communications Minor <i>Brigham Young University</i>, Provo, Utah</p>	<i>1985 - 1992</i> <i>2004</i> <i>2001</i> <i>1985</i>
References	Enclosed	

**STATE DEPARTMENT OF EDUCATION
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Ms. Esther Henry
English Instructor, Rigby High School
Rigby, ID 83442

Rigby High School

290 North 3800 East
Rigby, Idaho 83442
Phone: (208) 745-7704
Fax: (208) 745-7707

February 13, 2008

RE: Letter of Recommendation

It is a privilege to write a letter of recommendation for Ms. Esther Henry. She is an exceptional teacher and has the experience and knowledge needed to be a part of the Professional Standards Commission for the State of Idaho. I have complete trust in her work ethic and dedication to students in the field of education. I have observed her teaching, her interactions with students, and can attest of her professionalism.

Ms. Henry's experience is broad and diversified. Following high school graduation as valedictorian, Ms. Henry graduated from BYU-Provo with a BA degree in English and a minor in communications. She has been a teacher for over 22 ½ years. Seven (7) of those years were at Springville High School in Utah. She has taught for over fifteen (15) years here at Rigby High School, Jefferson County School District #251 in Rigby, Idaho.

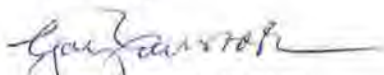
In 2001 Ms. Henry added to her teaching credentials by becoming recognized as a National Board Certified Teacher. Three years later in 2004 she earned a MA degree in Instruction and Technology from Western Governor's University. She is named in several editions of Who's Who among American Educators, as well as the Marquis Who's Who of America.

In addition to being a building representative for the Jefferson County Education Association, she has also been on the negotiations and membership recruitment committees, and grievance committee. She has served as grievance chair, and has served on the district's Harmony Committee for seven (7) years. She has served the JCEA as vice president, president-elect, and association president. She has assisted staff members and support staff when they need to speak with building and district administration. For many years she has been elected by her peers to be an Idaho Education Association representative. On the floor she has spoken openly in support of issues affecting teachers, and she has also been involved in several IEA grassroots campaigns and initiatives. Such actions prove her commitment and dedication to students.

At RHS she has served several times as a mentor teacher, and has assisted as a cooperating teacher. She was chair of the 1998 school accreditation committee, and has been a department head for the English department. Her service includes numerous committees dealing with curriculum alignment, principal selection, textbook adoption, and senior graduation. For the past ten (10) years, she has spearheaded common end-of-course assessments for her department and has proofread district-sponsored grants that were eventually approved. She is an AP English teacher and has three (3) years experience teacher AP English.

Ms. Henry's experience is broad and extensive. Her classroom experiences coupled with her service to education qualify her for being considered for the Professional Standards Commission. Should you need more information concerning this excellent educator, please contact me.

Sincerely,


Gary Comstock, Principal

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Rigby High School

290 North 3800 East
Rigby, Idaho 83442
Phone: (208) 745-7704 – Fax: (208) 745-7707

To Whom It May Concern:

I am writing this letter of recommendation for Esther Henry who is an English teacher at Rigby High School. I have worked with Ms. Henry for seven years and know her to be an excellent teacher who is knowledgeable in her subject area. She has a Masters in Teaching with Technology and has attended AP workshops for both English Language and Literature. Ms. Henry has helped proofread district grants that were submitted and approved. Her knowledge extends into her experience. She has served as a mentor for new teachers, was the chair of the last school accreditation committee in 1998, has been head of the English department for four years, and has been on many district committees for curriculum alignment, principal selection, and textbook adoptions. She is considered a leader in our school and district.

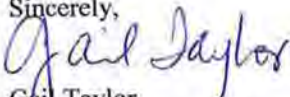
Esther has been a teacher for almost 23 years. She has a reputation in the school as an outstanding teacher. Ms. Henry loves her job and that love translates into learning in her classroom. As a teacher she gives concise instruction so students know exactly what to do. She has exceptional classroom management; students like and respect Ms. Henry, and they enjoy learning in her classroom.

Ms. Henry's organization skills are supreme. Any job she is given is done, done well, and done on time. Her willingness to use her time to help both faculty members and students is invaluable. Her desire to help students succeed compels her to organize her lesson plans and keep grades current. She is genuinely concerned about each student and the progress they are making.

Intelligent and respected, Ms. Henry works well with the other faculty members. She represents the high school faculty on a district Harmony Committee and has also been a local IEA representative for the school. She has worked many after school hours on behalf of her fellow teachers as a representative or advisor. She is always willing to help or do any task necessary.

I can sincerely recommend Ms. Henry for the position on the Professional Standards Commission. If you have any questions about Ms. Henry, feel free to call me at 745-1077 after 4:00.

Sincerely,



Gail Taylor
English Department Chair

"Motivating students to improve their lives through education"

STATE DEPARTMENT OF EDUCATION
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Suzanne K. Kenny
147 N. 4000 E.
Rigby, Idaho 83442

February 18, 2008

*Sherri Wood, President
Idaho Education Association
PO Box 2638
Boise, Idaho*


President Wood,

I would like to recommend Ms. Esther Henry for the position that is available on the Idaho Standards Commission. I have known Ms. Henry for 14 years and we have worked together in a variety of circumstances and I feel that I know her well.

Ms. Henry is by far one of the most dedicated educators that I know. She is diligent as a professional educator and leader. She is National Board Certified, has her MA in instruction and technology and she has been included in several editions of Who's Who among American Educators. But more important than this, is that she is an incredible teacher. I have seen her teach and interact with her students in positive and interacting ways. I have talked to students that have had her as a teacher and they all have said that she is fair, kind, diligent and firm. She believes in public education and believes in her students.

I have worked with Ms. Henry through our local association, the Jefferson County Education Association. She has led this association through very difficult situations and I never saw her be anything but professional and strong. Her code of ethics guides her in all that she does and this was demonstrated in many tense situations. Her code of ethics guides her teaching and her relationship with her colleagues. She has guided new teachers and experienced teachers look to her for direction and expertise.

I find Ms. Henry to be fair but will also stand up for what is right for educators. She will be nothing but a strong advocate for educators and she will be an asset on the PSC. She will be a leader on the Commission and they will soon learn of her abilities and will value her professionalism and credibility.

Sincerely,

Suzanne K. Kenny
Board of Directors
Idaho Education Association

**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

**Rochelle (Shelly) Rose
975 E 16th N
Mountain Home, ID 83647
Telephone: (208) 587-2878**

OBJECTIVE:

To be an Educational Leader– looking for a position that will allow me to use my abilities and training to their maximum potential for the betterment of children and adults.

VALUE OFFERED:

I have experience with: public relations, committees, supervision, schedules, deadlines, discipline, safe schools, state reports, testing, evaluation, developing Individual Education Plans, 504 Plans and behavior plans.

EDUCATION:

Administration Certified, Northwest Nazarene University, May 2000.
Masters Degree in Education, College of Idaho, 1992.
School and Community Counseling emphasis, College of Idaho, 1992.
Idaho Standard Counseling Certificate K/12, 1992.
Bachelor of Arts, Elementary Education, Boise State University, 1988.
Special Education minor, Boise State University, 1998.
Idaho Standard Elementary Certificate K/8, 1998.
Idaho Exceptional Child Certificate Generalist and Severe Retardation, K/12, 1998.

Employment History:

August 2006 to Present **Sixth and Seventh Grade Team Building Teacher** – Tom W. Hacker Middle School Mountain Home, Idaho. Duties include creating curriculum, adapting and modifying materials, student education through small and large group instruction, discipline, record keeping, public relations with community, mentoring staff members, building level assignments •

August 2005 to May 2006 **Head Teacher** – Liberty Elementary School Mountain Home Air Force Base, Idaho. Duties include assisting principal in school-wide leadership, discipline of students, mentoring new staff members, public relations with community, and communication with district office and school personnel.

August 2005 to May 2006 **Sixth and Fifth Grade Social Studies Teacher** – Liberty Elementary Mountain Home Air Force Base, Idaho. Duties include student education through classroom, small group

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or individual instruction, assessing students' academic strengths/weaknesses, adapting and modifying materials, discipline, record keeping, public relations with community, building and district level committee assignments, and supervision of intern.

August 2002 to May 2005

Fourth Grade Teacher – Liberty Elementary School Mountain Home Air Force Base, Idaho. Duties include student education through classroom, small group or individual instruction, assessing students' academic strengths/weaknesses, adapting and modifying materials, discipline, record keeping, public relations with community, building and district level committee assignments, supervision of instructional assistant and university students.

August 1999 to June 2002

and

Elementary School Counselor – Liberty Elementary School, Mountain Home Air Force Base, Idaho.

August 1994 to May 1998

Duties included student education through classroom, small group or individual instruction, parent education programs, teacher/staff education, crisis counseling and parent or staff consultations and developing behavior plans.

August 1999 to June 2000

Principalship/Internship – Liberty Elementary School Mountain Home Air Force Base, Idaho. Duties included classroom observation, teacher probation, discipline issues, state accreditation, book reviews, district level committees, community relations, fundraisers, school assemblies, budget issues and parent and staff concerns.

June 1998 to June 1999

Middle School Counselor – Tom W. Hacker Middle School, Mountain Home, Idaho. Duties included scheduling, report cards, record keeping, large and small group or individual instruction, teacher/staff education, crisis counseling, and parent or staff consultations.

March 1994 to 1999

Drug and Alcohol Outreach Counselor – Counseling Services of Mountain Home, Idaho. Duties included teaching adolescent and adult education through individual and group instruction, crisis counseling, parent consultations, and evaluation/test interpretation.

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August 1988 to June 1994 **Special Education Teacher** – East Elementary, Mountain Home, Idaho. Duties included teaching students, assessing students' academic strengths/weaknesses, developing Individual Educational Plans, 504 Plans, parent contacts/meetings, record keeping, public relations with teachers and parents, supervision of instructional assistant and student teacher.

COMMITTEES:

Text Book Adoption – I review the needs of our students and help determine which text book best fits our students' learning needs.

Student Assistant Team – I helped students, parents and teachers develop a learning plan as part of the promotion/retention policy.

Safe School Response Team – It is my responsibility to check to if students are out of the building and determine if the building is safe to enter under certain circumstances.

Promotion Policy – I helped develop standards for students K – 8 to achieve to be considered for promotion to the next grade.

Attendance Policy – This committee developed standards for students K – 8 to be in compliance with Idaho State guidelines.

Crisis Management Procedures – This team reviewed the Mountain Home School District's procedures and made appropriate changes.

Care On Target Team – I was the liaison between the Mountain Home School District and the United States Air Force.

Drug Education and Safe Schools – The main goal of this committee is to educate our students on the negative effects of violence and drug use.

Mountain Home Education Association – I serve as the building representative. It is my responsibility to keep the membership informed about the changes happening in our district.

PROGRAMS:

Tom W. Hacker Food Drive – I am the coordinator for this community service project. I work with El-Ada Food Bank and the Mountain Home Cheer Basket program.

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Mentor Program – My responsibility is to facilitate this program for Liberty Elementary. This is a school-based program, which includes all students at base schools.

Adopt-A-Cop Program – This program is designed to pair security police officers with 4th grade classrooms.

Peers As Leaders – I co-founded this program at Tom W. Hacker Middle School. This program was designed to train 6th and 7th graders on effective leadership skills.

Drug Awareness – I served as chairperson for Red Ribbon Week and Enough Is Enough Programs. I work with various staff members to ensure that students are made aware of negative effects of illegal drug and alcohol use.

DARE – I served as the school contact for the DARE Officer. I helped with the scheduling of the program at Liberty Elementary.

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NATIONAL EDUCATION ASSOCIATION

Reg Weaver, President
Dennis Van Roekel, Vice President
Lily Eskelsen, Secretary-Treasurer
John I. Wilson, Executive Director

1201 16th Street, N.W.
Washington, D.C. 20036-3290

Terry Sanders
Director for Idaho
1690 Fairway Court
Mountain Home, Idaho 83647
208-587-9470
tsanders@fiberpipe.net

**Idaho Education Association
Awards Committee
Professional Standards Commission
Candidate Selection**

Dear Committee,

It is an honor to offer my support of Shelly Rose as a candidate to the Professional Standards Commission in the Pupil Personnel area. Shelly's extensive background ranging from Special Education teacher to counselor to certificated administrator provides her the broad range of training and experience necessary for success on the PSC.

I have witnessed Shelly placing the student first in every thing she does. If a situation is not student centered, Shelly willingly expresses why she is unable to support the environment.

One of Shelly's many strengths is her ability to reasonably assess all options before drawing conclusions. She is meticulous with her thoughts, an articulate and diplomatic speaker, as well as a skilled and accurate listener.

Shelly will represent the principles held by the Idaho Education Association and will be a conscientious appointee to the Professional Standards Commission. Please give her application deserving consideration.

In Unity,

A handwritten signature in cursive script, appearing to read "T. Sanders".
Terri Sanders



**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

February 26, 2007

Sherri Wood
IEA President
PO Box 2638
Boise, Idaho 83701

Dear Sherri:

I am writing this letter of recommendation in support of Shelly Rose's nomination to the Professional Standards Commission.

I have known Shelly for over 17 years as a colleague in the Mountain Home School District. In fact, I first met Shelly during my Special Education student teaching experience at East Elementary in Mountain Home. At that point in her career, Shelly was a Resource teacher serving intermediate-aged students. Over the years, she has added significantly to her credentials and experiences, giving her an unparalleled ability to globally view this complex profession we share. She has utilized her counselor's endorsement and completed her administrative credentials as well.

As an educator, Shelly is enthusiastic, hard-working, and highly committed. She is a confident self-starter who quickly assumes responsibility and has proven, time and again, that she is not afraid to face new challenges and situations. Shelly has faced voluntary and involuntary transfers within the district with equal professionalism.

Organized and diligent, Shelly is one who is willing to question the status quo and clearly articulates her concerns. I would certainly recommend Shelly Rose for any position where enthusiasm, reliability, hard work, and strong communication are valued.

Sincerely,



Robbie S. Belk
6th grade Language Arts Teacher
Hacker Middle School
Mountain Home, Idaho 83647

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February 25, 2007

To Whom It May Concern:

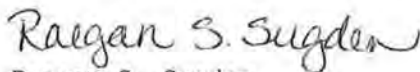
I have known Rochelle Rose for four years, and had the privilege of working with her for the past three and a half years. During this time, I have found Shelly to be an upright and honest individual who has always been a trusted friend and colleague who never violated a trust or confidence. She has always been her own person, not subject to the pressures of peers or other outside influences. She has always followed rules and procedures set forth in both personal and professional areas. Her honesty and confidentiality could never be questioned. Shelly displays superior knowledge of children, as well as teachers' responsibilities and expectations ensuring students and teachers are treated with the utmost respect and fairness. Shelly has always established an outstanding professional rapport with her students, parents and fellow staff members. Shelly's reliability and professional attitude is invaluable to those individuals who have the privilege to know and work with her.

Shelly is an excellent family person who always does the right thing in caring for the wants and needs of her family members. Shelly has a strong morale character and a warmhearted personality. She is very personable and interacts well with people of every walk of life.

I would recommend Shelly for any position of trust and responsibility, because she has shown she will learn what is expected of her and do tasks to the best of her ability. She is an extraordinary individual, who has proven that she can excel at any endeavor she undertakes. She would be an enormous asset in any organization, position or office that she holds. Shelly is one of those individuals who will strive to make the best, better.

Feel free to contact me if you need further information.

Sincerely,



Raegan S. Sugden
Tom Hacker Middle School
550 East Jackson
Mountain Home, ID 83647
(208) 587-2500

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**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

Kelly Leighton

Profile

- ✦ A teacher dedicated to creating a structured, supportive environment that engages student, meets the students' needs and enables them to be successful learners.
- ✦ A conscientious teacher with 8 years of experience in special education.
- ✦ Incorporates technological abilities, obtained through her Master of Education emphasis into teaching, data collection, and communication.
- ✦ A teacher that specially designs educational programs that meet the needs of her students in the least restrictive environment, by communicating with student, parents, district staff, specialists, and assessing student achievement and data.

Education

2001-2003 Master of Education, Lesley University
1995-1998 Bachelor of Arts in Education, Eastern Washington University
1992-1994 Associate of Arts and Sciences, Yakima Valley Community College

Professional Experience

Coeur d'Alene High School, Coeur d'Alene, ID	2004-Present
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Special Education

Currently I am providing special education services to students that qualify in the areas of Autism, Mental Retardation, Multiple Disabilities, Other Health Impaired, and Severe Learning Disability. I design lessons that meet the students' needs, and help the students become successful and independent adults.

North Pines Middle School, Spokane, WA	2001-2004
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Special Education- Self Contained

I provided students with special education services because they had mental, behavioral, and physical disabilities. I designed lessons that incorporate grade level curriculum, EALR's, the school's reading strategies, and my students' individual needs. I consulted with district employees, social workers, parents/guardians, and student to establish IEP's, individualized reinforcement systems, and behavior plans that encouraged and provided a guideline for the student to succeed. I gathered data that was used to check progress, find areas of concern, and monitor behavior.

Lakeland Junior High, Rathdrum, ID	1999-2001
------------------------------------	-----------

Special Education-Life Skills

I developed curriculum and lesson plans for reading, math, written language, science, history, social skills, vocational skills and life skills that met the educational and social needs of the seventh through ninth grade students in the class. The students I worked with qualifies for special education in the categories of Severe Learning Disability, Mental Retardation, Autism, Other Health Impairments, and Multiple Disabilities. I worked with the MDT members to create individualized programs that met the student's needs, in the least restrictive environment. I administered the Woodcock Johnson Revised and the Idaho Alternative Assessment.

Related Experience

Department Chair -Special Education-CHS

This position distributes information from administration to the department and deals with department issues.

Grant Recipient

I have received grants from Excel and PTO to purchase materials for the Life Skills classroom.

Member of NPMS Discipline Committee

This Committee was organized to identify the discipline needs of the school and generate ways to create a safe and supportive school environment.

Co-coordinator of NPMS Success Academy

Worked collaboratively to design an after school program that assisted students academically and introduced leisure activities that were safe and fun.

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Letter of Recommendation for Mrs. Kelly Leighton

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Mrs. Kelly Leighton. Mrs. Leighton has served as a special education teacher here at Coeur d Alene High School for the past four years. Currently as a resource/life skills teacher at CHS, Mrs. Leighton, along with her colleagues, provides direct instruction to grade 9 through 12 students with special needs. It has been my good fortune to work closely with Mrs. Leighton throughout the course of her tenure here.

Mrs. Leighton is a skillful, conscientious, dedicated teacher who thoroughly understands how children learn. She has a wealth of experience from working with students from a variety of backgrounds and educational needs.

I have been witness to countless examples of how the timid or less than confident child has been helped to become an outgoing, enthusiastic learner by virtue of the support Kelly has supplied. I believe her success with struggling learners is rooted in her ability to support them not only academically but emotionally as well. Kelly notices the small things that matter with each child, celebrating their accomplishments, comforting them when necessary and instilling in them the belief that they matter, are important and can handle anything they need to. She is amazingly patient with her students, allowing each to learn at the rate they can and enlists classroom teachers and parents in the effort to do likewise. Her efforts routinely make the difference. Young adults who have already discovered that school is hard, that learning doesn't come easy find success and a reason to come to school in Kelly's classroom.

Kelly has always been gracious in offering her support and expertise and in that regard her efforts have made her a building wide resource. She works in support of students, parents and teachers and tends to not draw the spotlight to herself but her contributions are many and we have all been made better by her actions.

I give Kelly Leighton my highest recommendation as a quality teacher who believes in the dignity of her profession. I have no doubt that she will be a valuable asset to any committee fortunate enough to have her as a member.

Please feel free to contact me if there is any other information I can provide.

Sincerely,



Warren Olson

March 12, 2008

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

March 11, 2008

To Whom It May Concern:

This letter of recommendation is written on behalf of Kelly Leighton. I have worked with Kelly for many years, and I feel she would work hard and perform well if chosen for the Professional Standards Commission position she is seeking.

Kelly is very dedicated to the teaching profession. She participates in many facets of our school community, including taking on the responsibility of departmental chair during the past school year. Kelly has a wonderful rapport with her colleagues, parents, and students. She is an effective communicator and a good listener, which are qualities that would enhance her ability to effectively serve on a committee.

I feel Kelly Leighton would make an excellent choice for a position on your committee. If you would like any further information, please contact me.

Sincerely,



Lee Hostetter

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**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

125 Parkview Dr.
Pocatello, Idaho
83204

Phone (208) 478-1760
E-mail
colleen.broce@pccs.k12.id.us

Colleen K. Broce

Education	1976 – 1980	University of Utah	Salt Lake City, Utah
	B.S., Special Education		
	1981	University of Utah	Salt Lake City, Utah
	Resource Certificate		
	1983	Utah State University	Logan, Utah
	Emotionally Handicapped Endorsement		
	2009	Grand Canyon University	Phoenix, Arizona
	M.Ed. Special Education for Certified Teachers		
Certification	*Idaho Teaching Credential for Special Educators, current		
	*Comprehensive Literacy Certificate, 2003		
License	*Certificate of Attendance: Attachment Issues & Reactive Attachment Disorder, 2003		
	*Father Flanagan's Boys' Home: National Resource & Training Center. Certificate of Participation, 2003		
	*Certificate of Achievement: Teaching with Technology 2002-2003		
	*Certificate of Completion: Connected University 2001		
	*State of Colorado Provisional Teacher License, 1999-2002		
	*Basic Technology Competency Certificate, 1998		
Teaching Experience	Pocatello Community Charter School, Pocatello, Idaho. September 2004-present. Professional Special Educator. Full-time.		
	Salmon High School, Salmon, Idaho. August 1995- September 2004. Professional Special Educator. Full-time.		
	Viewmont High School, Bountiful, Utah. August 1984-1987. Professional Special Educator. Full-time. Head Swimming and Water Polo Coach for boys and girls teams 1984-1986. Assistant Pep Club Advisor 1984-1987.		
	Adelaide Elementary School, Bountiful, Utah. August 1983- June 1984. Full-time. Professional Special Educator.		
	Burton and Kaysville Elementary Schools, Kaysville, Utah. August 1982- June 1983. Full-time. Professional Special Educator.		
	Private teaching practice. Germany. August 1981- January 1982. Part-time. Professional Special Educator.		
Skills Utilized	Implemented inclusion programs for students with mild to severe disabilities in learning, behavior, language and other areas.		
	Supervised, designed, implemented programs, evaluated and reported the results and students' progress, incorporated proven teaching strategies for standard and/or modified math, reading and written language curriculum, utilized positive behavior supports and observational methods for the purposes of designing programs, and facilitated communication between involved team members and students regularly.		

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Created own electronic version of Individualized Educational Program documents in accordance to the Idaho Special Education requirements in 2002.

Aligned curriculum according to the Idaho State Standards for the purpose of increasing the individual participants' scores and assisting the students in meeting the graduation requirements.

Designed Transitional Plan program on-line to encourage the secondary students to become active participants in their post-secondary planning.

Designed interactive Professional Web Page about the Resource Program at the Salmon High School.

Participated in the Teaching With Technology course and Show and Tell Project, sponsored by the J.A. and K. Albertson Foundation.

Worked in alliance with the local mental health agencies on the behalf of the mutual parties.

Classroom
Environment

Self-contained classrooms

Co-teaching opportunities

Full-inclusion models

Other Experiences

City of Salmon Pool, Salmon, Idaho. March 2007- August 2007. July 2006- September 2006. Certified Pool Operator. Managed pool, safety and staff in the general pool operations.

Bountiful City Pools, Bountiful, Utah. February 1976- September 1986. Intermittently. Full-time and part-time. Taught swimming skills from beginning to senior lifesaving to students six months through adult. Taught synchronized swimming. Also trained and supervised other instructors devised swimming instructional methods for use in classes.

Specifics: June 1984- September 1986. Head Swimming Coach of United States Swimming Team consisting of approximately 50-80 school-aged youths and a masters' program for adults interested in fitness and/or competition. Organized programs of stroke clinics, designed workouts, created incentives, enlisted youths to compete, supervised assistant coaches, edited the team newsletter, responsible for bookkeeping and purchases of swimming paraphernalia.

Honors

Honorable scholastic achievement at University of Utah.

Top ranks in running in the state of Utah (1980's).

Several awards in the eight-year career in both competitive and synchronized swimming.

Graduated with honors from Viewmont High School.

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	Minor awards in art contests.
Professional Service	<p>Accrediting Team Member for Hillcrest High School, Spring of 1985.</p> <p>Member of Peer Evaluation Committee for the Teacher Career Ladder Program, 1986-1987.</p> <p>Involved with the Accrediting Program for Viewmont High School, 1986-1987.</p> <p>Member of the Pocatello Community Charter School Board, 2005- 2007.</p> <p>Member of the Hiring Committee for the Pocatello Community Charter School, 2006 and 2008.</p>
Professional Recognition	<p>Awarded performance compensation as a part of Career Ladder Program for 1985-1986.</p> <p>Awarded performance compensation again for 1986-1987.</p>
Professional Organization	<p>Northwest Professional Educators, 2004- present</p> <p>Council for Exceptional Children, 2007- present</p> <p>National Association of Special Education Teachers, 2007- present</p>
Volunteer Experience	<p>Member of the hiring committee at the Pocatello Community Charter School, 2006 and 2008</p> <p>Assisted with after school tutoring program, 2004- 2007.</p> <p>Helped with the cross-country running teams 2002-2004.</p> <p>Helped with the track team 2004.</p> <p>Helped with the public library summer reading program 1995-2002.</p> <p>Helped with the Kids' Art in the Park 1995-2002.</p> <p>Helped with the 4-H activities for several summers.</p>
Interests	<p>Reading, running, being with my family, gardening, traveling, hiking, camping and learning.</p> <p>Proud parent of a daughter who graduated as a salutatorian in 2006 and a son who received the Presidential Scholars Award in 2007.</p>

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POCATELLO COMMUNITY
CHARTER SCHOOL

March 12, 2010

To Whom It May Concern:

I am writing to recommend Colleen Broce for the position of Special Educator on the Idaho State Department of Education Professional Standards Commission. Colleen has been a special education teacher here at the Pocatello Community Charter School for six years. During that time, she has served students with a variety of exceptionalities from kindergarten through 8th grade. For the last several years, Colleen has been in charge of special education as well as gifted and talented services for all our 4th-8th grade students.

Colleen is smart, dedicated, and professional. She takes her job seriously and she works hard to stay up to date on all changes in special education policies and procedures. I recommend Colleen Broce without reservation and I believe that she is well qualified to accept a leadership position with the PSC.

Please don't hesitate to contact me if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads 'Martha B. Martin'.

Dr. Martha B. Martin
Dean

995 S. ARTHUR • POCATELLO, ID • 83204
PHONE: (208) 478-2522 • FAX: (208) 478-2622
DR. MARTHA B. MARTIN, DEAN

**STATE DEPARTMENT OF EDUCATION
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Pamela E Danielson

Home - 44039 Bobbitt Bench Rd Peck, Idaho 83545 pamd@cpcinternet.com 208-486-6361
School - 300 Dunlap Road Orofino, Idaho 83544 danielp@sd171.k12.id.us 208-476-5557

Teaching
Experience

Orofino High School Aug. 2007 to present

- U.S. History - 10th grade
- World History and Honors World History - 9th grade
- Street Law - 9th - 12th grade

Orofino Junior High

- 7th Grade Social Studies
- 8th Grade Social Science Exploratory and Project Citizen Coordinator

Orofino Elementary 6th Grade 1980 - 1996

- Social Sciences Department head
- Teaching American History Grant (Frontiers) participant
- Youth Legislature Advisor
- Mock Trial Advisor
- Technology Committee Member
- Member District Social Studies Committee
- Character Education committee
- Safe and Drug Free Schools District Member
- Idaho Learn and Serve Grant recipient

Awards -

Accomplishments

- Patriot's Award from VFW - 2004 - 2009
- Participant Goethe's Transatlantic Outreach Program to Germany 2008
- Presenter at Idaho Council History Educators - Oct. 2004, Oct. 2007
- Idaho Middle School Teacher of the Year 2006 - Region II
- National Council for Social Studies Membership Committee member 2006 - 2008
- Presenter at National Council for Social Studies, Nov. 2005
- Region 2 Representative for the Idaho Middle Level Association 2005 - 2008
- Human and Civil Rights Committee member - Idaho Education Association
- Project Citizen State Winner - 2003, 2005
- Presenter at Idaho State Middle Level Conference - March 2005
- Project Citizen Mentor at Western Regional Conference - Boise, 2003
- NAEP History Test Writer - 2003

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Professional Memberships	<ul style="list-style-type: none">▪ National Council for the Social Studies▪ National Social Studies Supervisors Association▪ National Council for History Educators▪ Idaho Council for History Educators▪ National Education Association▪ Idaho Education Association
Education	<p>MA – University of Idaho</p> <p>BA – University of Northern Colorado</p> <p>2008 – Transatlantic Outreach Study Tour to Germany; Gilder Lehrman Teaching Digital History seminar</p>
Recent workshops	<p>2007 – Attended NEH Landmark program: The Industrial Revolution; We the People: The Citizen and the Constitution; Freedoms Foundation - The American Revolution Southern Campaign; Center for Civic Ed – Founding Fathers</p>
Certification	<p>2006 – Attended NEH Landmark Programs: Between Columbus and Jamestown: Spanish St. Augustine and Fort Snelling</p> <p>2005 – Attended National History Day weeklong workshop in Chicago on Pullman Strike, Hull House</p> <p>2005 – Attended NEH Landmark program: Wiping Away the Trail of Tears</p> <p>2004 – Attended NEH Landmark program: Stony the Road We Trod Civil Rights</p> <p>Secondary Certification for Social Studies 6-12</p> <p>Advanced Elementary Certification 1 – 8</p> <p>Advanced Exceptional Child Certification (Spec. Ed.) K - 12</p>
Interests	<ul style="list-style-type: none">▪ Watching sports, especially when my sons are playing▪ Reading▪ Travel
References:	<ul style="list-style-type: none">▪ Mr. Jerry Nelsen, Principal <p>Orofino High School 300 Dunlap Rd Orofino, ID 83544 Email: nelsenj@sd171.k12.id.us 208.476.5557</p>

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

February 13, 2009

To Whom It May Concern,

I am writing this letter to nominate my colleague, Mrs. Pam Danielson, to serve on the Idaho Professional Standards Commission. I have known Mrs. Danielson for over 15 years and can verify she is a worthy candidate for this position.

Mrs. Danielson has taught in a variety of subjects and grade levels. I first knew her as a sixth grade teacher, where I ensured my son was in her classroom. She stood out as a profession who loved her career and used that passion to motivate her students.

Later, when Mrs. Danielson transferred to the junior high school to teach Social Studies and Math, I again made arrangements for my son to take classes from her; her excitement and innovative classroom teaching created a love for learning in all students there.

When an opening came for a Social Studies teacher at the high school where I taught, I immediately thought of Pam Danielson as someone with whom I would like to work in the same building. She began a new career at that level of secondary education and has already proven herself again as a master of everything she pursues.

In addition to her work at all grade levels in Social Studies and Math, Mrs. Danielson has also studied and taught Special Education. Her well-rounded diversity in subject and grade level would aid her in a position on the commission.

Mrs. Danielson has maintained a commitment to the local and state education association throughout the period I have known her and continues to serve as a leader in the district and at the state level in various organizations.

It is a privilege for me to nominate with confidence such an outstanding candidate for the PSC as Mrs. Pam Danielson. I hope you will contact me so that I can further discuss her qualifications with you.

Sincerely,

Cindy P. Wilson
American Government Teacher

STATE DEPARTMENT OF EDUCATION
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February 26, 2009

To Whom it May Concern:

I would like to recommend Pam Danielson for a position on the Professional Standards Commission. Mrs. Danielson and I taught together for several years at Orofino Junior High. She was, and still is, someone I can depend on to help me professionally and personally. During her years at the junior high, she was reliable in her commitments to her students and her profession. The Professional Standards Commission would be lucky to have her serve. She will prove to be a trustworthy member dedicated to working on high standards.

Thank you for your time.

Sincerely,



Patricia Reggear
Orofino Junior High
P. O. Box 706
Orofino, ID 83544

STATE DEPARTMENT OF EDUCATION
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March 2, 2009

Dear President Sherri Woods:

It is a great privilege for me to be able to write this letter of recommendation for Pam Danielson as she has served as a mentor to me in both teaching and my Education Association activities. Mrs. Danielson was a teacher in Junior High School for eleven years where both of my sons attended and is now a colleague of mine since moving to Orofino High School three years ago. Pam was an active, involved teacher while at the Junior High and has continued that involvement at her new high school position.

Mrs. Danielson's many activities involve taking part in mock trials, History Day, Gilder Lehrman workshops, educational field trips to India and China, summer seminars with National Endowment for the Humanities and many more too numerous to mention. However, her dedication to her profession doesn't end there. Pam has been a member of NEA and IEA for 20+ years. Not being content with passive membership, Pam has served in a variety of capacities including three years on the Human and Civil Rights Committee, attendance at seven Delegate Assemblies, and currently as vice-president of her local Clearwater Education Association. She has also been an active membership recruiter and avid supporter for PACE and the Children's Fund.

I feel it important to mention that Mrs. Danielson is a model teacher in our school. If you speak to any of her students, they would indicate that she is a true advocate on their behalf. She knows the names of nearly all of the students in the school and takes an active part in seeing that each of them succeeds. You will often see her in the cafeteria or hallway speaking to someone about what's going on at home, why they missed class, or what she can do to help. If you were to attend many of the extracurricular activities, you would find her cheering for the local team and her students as well. She truly carries the successes and failures of her students as her own.

It is because of examples like Mrs. Pam Danielson, and her active, involved membership participation, that our Idaho Education Association and local Clearwater Education Association are as strong as they are. Teachers, staff members, and most importantly, students benefit from her involvement in the Idaho Education Association and IEA would benefit greatly from her knowledge and wisdom on the Professional Standards Commission.

Sincerely,



Annette Haag
Social Studies Instructor
Orofino High School
300 Dunlap Road
Orofino, ID 83544
Clearwater Education Association, President

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Jeffrey Raymond Rigg

4930 E. Woodland Dr.

Post Falls, ID 83854

(208) 773-6764

jrigg@cdacharter.org

jeffrey_rigg@hotmail.com

Objective:

To participate in the Idaho Professional Standards Commission for *Secondary Teachers*

Education:

Masters of Science in Adult Education, 2002

Concentrations: Human Resource Development (in a fitness setting)

Thesis: *Predicting Intentions of Native Americans to Participate in Adult Physical Education Classes Using the Theory of Planned Behavior.*

University of Idaho, Coeur d' Alene, Program GPA- 4.0

Bachelor of Science Degree in Physical Education, 1998

Degree/Emphasis: Sport Science

Minor: Zoology

University of Idaho, Moscow, Cumulative GPA-3.38

Work Experience:

Instructor (9/02- Present) - Coeur d'Alene Charter Academy- (A college-prep academy and one of the top schools in the nation)

Courses: Physical Education and Health, Human Physiology, Life Science, Algebra, Pre-Algebra, Computer Skills

Adjunct Faculty in Physical Education (9/01-Present) - North Idaho College

Courses: First Aid, Wellness Lifestyles, Cardiovascular Training, Beginning Swimming, Intermediate Swimming, College Skills

Middle School Science Bowl Coach (2006-Present)- Coeur d'Alene Charter Academy. Coached 20-30 students in building Hydrogen/Solar powered cars and academic coaching for science quiz bowl.

Instructor (6/05) – University of Idaho

Course: Physical Education and Sports Administration (Undergraduate and Graduate)

Health, Safety, and Aquatics Instructor (6/98 –2008)- Coeur d' Alene Tribe

Responsible for keeping Wellness Center staff and other tribal departments updated on various Red Cross Certifications. Also instructed community classes. Employed as a fill-in/contract worker for the tribe.

Fitness Manager/Aquatic Supervisor (6/98- 3/02) - Coeur d'Alene Tribe

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Involved in all aspects of managing a fitness center. Duties included: managing 4-10 employees, working with budgets, program planning and implementation, fitness, health and safety class instruction, maintenance, customer service, and grant writing. In aquatics duties also included coaching, youth and adult instruction, and pool maintenance.

Basic EMT (1/99-12/99) – Worley Ambulance

Sports Science Internship (1997) - Washington Institute of Sports Medicine (320+ hrs). Personal trainer for many youth, college, and pro athletes in the Seattle area.

Instructor/Assistant Instructor (1993-1998) - University of Idaho
Courses: First Aid, Lifeguarding, CPR

High School Swim Coach (1993-1997) - Moscow High School. Coached for five years and saw the team grow from 10 swimmers to 30+ swimmers and a second place finish at state.

Masters Swim Instructor (1994-1998) - University of Idaho. Instructor for nearly five years with the U of I community enrichment program working with area Master's swimmers and triathletes.

Presentations/Committees:

- Rigg, Jeff and Bass, Rob (2003). Intel Teach to the Future Program. CDA Charter Academy.
- Rigg, Jeff (2005). Predicting exercise intentions of Native Americans. Northwest AAHPERD conference. Moscow, ID.
- Rigg, Jeff (2005). Combining Technology and Physical Education. NCCE conference, Spokane, WA.
- Rigg, Jeff (2008). Idaho Science Teacher Association. Presenting Department of Energy Middle School Science Bowl. Idaho Falls, ID.
- **Committee Member**, State of Idaho Revision of Physical Education curriculum guidelines and endorsement standards.

Grant Experience:

- Robert Wood Johnson Grant for Community Health (Funded).
- Office of Minority Health- Heart n' Motion Grant (Funded), Project Coordinator.
- North Idaho College Foundation Grant (not funded, but funding was given via another grant)
- INEL Technology Grant (2008)- Physical Education Technology (Funded). Primary Author.

Awards:

- Outstanding Thesis Award- (2002) Idaho Lifelong Learning Association
- Health and Safety Award- (2003) American Red Cross
- Managerial Award- (2000) Coeur d'Alene Tribe

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- Clem Parberry Scholarship Recipient (97-98) University of Idaho
- Dean's List (96, 97, 98) University of Idaho

Certifications and Skills:

- American Red Cross Certified Emergency Response Instructor
- American Red Cross Certified CPR for the Professional Rescuer Instructor
- American Red Cross Certified Lifeguarding Instructor
- American Red Cross Certified Basic First Aid and CPR and AED Instructor (updated)
- Firefighter: Worley Fire District
- PADI Certified Open Water Diver
- American Safety and Health Institute Basic Wilderness First Aid and CPR-PRO Instructor
- Arthritis Foundation Exercise Instructor and Instructor Trainer
- Emergency Medical Technician (*expired*)
- WebCT Vista Core Training
- MS PowerPoint, Word, Publisher, FrontPage and Excel

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Page 1 of 1

Mary J. Markland

From: NW Professional Educators [info@nwpe.org]
Sent: Thursday, March 11, 2010 2:04 PM
To: Mary J. Markland
Subject: Pull Bill Proser from PSC Nomination/Substitute Jeff Rigg
Attachments: Jeff Rigg resume.doc

Dear Mary Jane,

Bill Proser needs to pull his nomination for the PSC due to health issues. Instead, please consider Jeff Rigg (resume attached).

Jeff upholds the highest standards no matter what subject area he teaches. One of his colleagues at the Coeur d'Alene Charter Academy recommends Jeff thusly:

"It's a rare opportunity to watch a teacher like Jeff Rigg in action. In the last four years I have been awed by his ability to meet the needs of all his students. Through his organizational skills in planning, and providing a web-site, parents and students alike know exactly what is going on in his class. He gives his students every opportunity to succeed. Mr. Rigg is careful to address the state standards, Charter's mission statement as well as the needs of his students. The students adore him. In addition to being well-informed, organized and interesting, he also has the most amiable and agreeable disposition. It is pleasure to work with him. Last year I taught P.E. to the sixth grade class and I went to Jeff for guidance. He also teaches first aid and CPR classes to the staff. He is always approachable. Jeff would be a great asset to any organization."

Thank you!

Cindy Omlin
Executive Director
Northwest Professional Educators
The Northwest Educator's Choice for Professionalism and Protection
www.nwpe.org, 800-380-6973
Become an NWPE Facebook Fan at <http://is.gd/4woOL>.

3/11/2010

**STATE DEPARTMENT OF EDUCATION
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Page 1 of 1

Mary J. Markland

From: NW Professional Educators [info@nwpe.org]
Sent: Thursday, March 11, 2010 2:08 PM
To: Mary J. Markland
Subject: Jeff Rigg-student note

Jeff sent this note from a student to me and I thought I'd pass it on. I don't know if it is the appropriate type of thing to send you or not.

Here is a nice letter from one of my students this semester!

I have a very good grade in this class so this note is not meant to "butter my instructor up", but I feel it is important that we all acknowledge Mr. Rigg for the fantastic job he does as an instructor. I am 40 years old, I have had many "teachers" or "mentors" in my lifetime and he is simply the best of the best. Mr. Rigg is not only highly educated in his field he is also VERY easy to understand. I have a slight learning disability and yet I feel that the way Mr. Rigg teaches us gives us all a chance to be very successful. I am enjoying this class and learning a lot of material at the same time. This is what a good education is. Thank you Mr. Rigg for the way you do things, I am feeling confident about my future. I have taken this same type of course about three times prior over the past 17 years of my nursing career and it has never "stuck" this well for me, I am really getting it! I was very frightened about learning the angel web page and it confused me, you never made me feel like I was an idiot and in fact your patience helped me to fully grasp the concept of hybrid courses. I personally like this type of course now. I still get the privilege of having hands on training as well as the freedom to work at home. Things have really changed since I was first studying health care but I now feel like I am keeping up with the younger generation. The college is lucky to have you. What other courses do you teach if any? Do me a favor and forward this letter to your boss, if I knew who he/she was I would do it myself. I hope that they understand just how serious I am and that you are acknowledged by your peers like you are by your students and there is a whole class full that I personally know of that appreciates you. Take care, see you in a few weeks, I am ready to rock the rest of this class.

Lisa Pannell

Cindy Omlin
Executive Director
Northwest Professional Educators
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3/11/2010

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STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

2850 E Bent Tree Lane
Harrison, ID 83833

208-664-9983
btranch@gmail.com
dennis-smith@sd273.com

Curriculum Vitae

Dennis J. Smith

Teaching
Experience

3/2005 – Present River City Middle School Post Fall, ID

- Teacher – **Idaho Education Credential – Standard Secondary**
 - Physics 6/12
 - Natural Science 6/12
 - Mathematics 6/12 – through Algebra 1
- Dramatic increase in Math ISAT scores for all sections taught
- Increased Algebra 1 Middle School Program from 16 to 45 6th-8th graders (6th and 7th-graders who complete Alg1 attend Geometry or Honors Geometry at Post Falls HS – I established this program)
- Researched, applied for, and received over \$5,000 in technology grants in the last three years – new Technology Grant Foundation established as an additional result
- Defined Algebra 1 Course Readiness Requirements, Developed and Presented Pre-Algebra End-of-Course Assessment Requirements and Assessment Instrument as part of a District High School-Middle School Collaborative Task Force
- Currently piloting a new Pre-Algebra to Algebra Instructional Program
- Completed Graduate coursework in NCTM Standards implementation for the district

1/2005 – 3/2005 River City Middle School (Teaching Internship)

- Natural Science, Algebra 1, Jason Project Leader

9/2005 – 12/2005 Coeur d'Alene H.S. Coeur d'Alene, ID

- Teaching Internship
 - Physical Science
 - Physics

1976 – 2003 Adult Professional Education

- Server and PC-Based Software Applications
- Systems Engineering – Course Development and Instruction
- Project Management – Course Development and Instruction
- Proposal Management – Instruction

Education

University of Idaho Coeur d'Alene, ID

Master of Education

- Instruction and Curriculum

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University of Colorado Boulder, CO

Graduate School – Engineering Management

- Master of Engineering course work in software development
- Engineering Management
- Developed Software Development Manual for IBM
- Developed Proposal Development Guide for IBM

Humboldt State University

Arcata, CA

Bachelor of Science

- Physics
- Physical Oceanography and Advanced Mathematics
- Holographic Interferometric Solution to an Eigen Value Problem

College of the Redwoods

Eureka, CA

Associate of Science

- Science – Physics, Botany, Zoology, Chemistry
- Mathematics – Calculus, Differential Equations

Professional
Certifications

1985 - 1995

IBM Federal Systems

Colorado Springs, CO

- Systems Engineering
- Project Management
- Proposal Management

Science/Technology
Applications

Satellite Operations

- Global Positioning System (GPS) development and support
- Defense Support System development and support
- Communications on-orbit support

Industry Experience

1976 - 2003

Various Aerospace Corporations

- IBM – Systems Engineering, Project/Program Management, Proposal Management
- Northrop, Rockwell, TRW – GPS development and support; satellite and ground stations design and on-orbit operational support
- Lockheed – Satellite on-orbit operational support
- Network & PC Operations/Training for municipal government

References

Available upon request



POST FALLS SCHOOL DISTRICT #273

DISTRICT ADMINISTRATIVE OFFICE
P.O. Box 40 • Post Falls, ID 83877-0040
208-773-1658 • FAX 208-773-3218
www.pfsd.com

May 5, 2010

TO WHOM IT MAY CONCERN

My name is Becky Ford. I currently serve as the assistant superintendent of the Post Falls School District. It is a pleasure to write a letter of recommendation for Dennis Smith.

Mr. Smith joined the Post Falls School District five years ago. He currently teaches math the River City Middle School.

Dennis joined the school district after completing his Masters of Education from the University of Idaho in 2003. He received his masters in curriculum and instruction.

Before entering the educational arena, Mr. Smith worked for IBM Federal Systems in systems engineering, project management and proposal management. Mr. Smith brings a great deal of expertise to the classroom and would bring that same expertise to the Professional Standards Commission.

While teaching for Post Falls School District, Mr. Smith has collaboratively worked with High School math teachers to develop both year end assessments and core curriculum requirements for transition from seventh through ninth grades.

Dennis is highly respected in the Post Falls School District. He works hard. He is very professional in everything he says and does and is an excellent role model.

Having worked in public education and the private sector would bring a very well valuable perspective to the Professional Standards Commission.

I recommend Mr. Smith for your consideration without any hesitation. He is a good man.

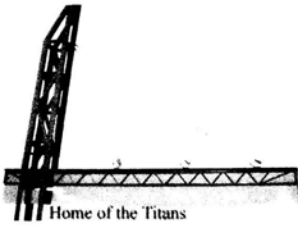
Please feel free to give me a call if you have any questions.

Sincerely,

Becky Ford

Becky Ford, Assistant Superintendent
Post Falls School District

STATE DEPARTMENT OF EDUCATION
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**RANDY ALLEN, ASSISTANT PRINCIPAL
RIVER CITY MIDDLE SCHOOL
N. 1505 FIR STREET
POST FALLS, IDAHO 83854
208.457.0933**

March 4, 2010

Re: Professional Standards Committee

Dear Sir or Madam:

This letter is in reference to Dennis Smith with whom I have worked for the past four years. During this time, I have been afforded many opportunities to observe Dennis working with our students and also with other staff members. I recommend Dennis Smith for the Professional Standards Committee with absolutely no hesitation.

Dennis Smith has been a valued member of our staff. He is industrious, personable, and has a great rapport with the students. In the classroom, he is organized and in tune with his students. Dennis is always ready to take on any challenge, meeting it in a very positive manner.

Dennis has also proven his leadership abilities by serving on several math committees. He is not reticent to take the lead to solve the problem at hand. He always has great ideas that have the students' best interests in mind. He has also shown his leadership abilities at our school, serving on several committees to fine-tune our math program at River City Middle School. He is a very highly qualified mathematician and also in science, a testament to his diverse background. To illustrate his dedication Dennis Smith made the Idaho State Standards for math available to all teachers via the computer.

Dennis not only shows his dedication to the staff, he is a family man holding deep convictions. For a period of time, his son worked with him closely here at RCMS. It was evident in watching their interaction that Dennis is a mentor rather than merely a supervisor. He takes the time to explain the rationale behind any decision.

We at River City Middle School are proud to call Dennis Smith a colleague. He is always willing and more than able to help our school in any way possible. If you have any questions, please feel free to contact me at RCMS. I would welcome the opportunity to speak with you about Dennis Smith's qualifications.

Sincerely,

A handwritten signature of Randy Allen in cursive script.

RANDY ALLEN
Assistant Principal

**STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010**

Mikki Samargis Nuckols

587 Reagan Idaho Falls, Idaho 83401
Home (208) 524-4793 Cell (208) 680-6454

OBJECTIVE

To utilize my teaching dynamics in enhancing the lives of youth.

EDUCATION

BACHELOR OF EDUCATION K-8; READING ENDORSEMENT K-12. Idaho State University, Pocatello, Idaho. December 1995.

MASTER OF EDUCATION (LITERACY). Idaho State University, Pocatello, Idaho. December 2006.

EXPERIENCE

TEACHER Rocky Mountain Middle School, Idaho Falls, Idaho. November 1998 to Present.
(7th Grade)

- Reading Teacher for 7th grade Team Cougar. I work with the Team Puma and Jaguar reading teachers to set up a curriculum calendar to match standards, create assessments for units, and end of course assessments.
- Team Leader for Team Cougar. Bi-monthly meetings with other team leaders. Conduct weekly meetings discussing curriculum, student concerns, and team activities.
- Focus Team Leader for the literacy team. 2005-2009
- Summer school reading teacher for both incoming 7th and 8th graders. 2006-2008
- Mentor for new teachers at Rocky Mountain Middle School. 2004 to present
- Advisor for the PALS program.
- Book adoption committee member for reading/literature for District 93..

Special Project Assignment –Bonneville Joint School District 93, Idaho Falls, Idaho. August 2009 to Present. Trainer for mentor teachers. Conducts monthly mentor training sessions using the New Teacher Center training format.

Idaho State Teacher Evaluation Taskforce.

(6th Grade) Responsibilities included: reading program instruction for all of Team B including power reading, one section of science, and one section of World Civilization.

Team Leader for 6th grade Team B.

(8th Grade) Responsibilities included: instruction in grammar, spelling, literature, and Accelerated Reading program. Developed and instructed AR Literature for low-level readers.

ORGANIZATIONS

Delta Kappa Gamma: 1st Vice President (2008-2010)

2007 Milken Educator Award

Northwest Professional Educators

American Council Teacher to Russia

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STATE DEPARTMENT OF EDUCATION

APRIL 22, 2010

SUBJECT

George Fox University (GFU), Master of Arts in Teaching (MAT) Program in Visual and Performing Art, Foreign Languages, Physical Education, and Health Focused Review Team Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114 and 33-1258, Idaho Code
Idaho Administrative code, IDAPA 08.02.02.100

BACKGROUND/DISCUSSION

Team members representing the Idaho State Department of Education conducted a focus visit to review the George Fox University (GFU) Master of Arts in Teaching (MAT) program upon its request for approval at their Boise, Idaho Center in the teaching disciplines of visual and performing art, foreign languages, physical education, and health.

The review was conducted October 28 and 29, 2009. In preparation for the visit, the professional education unit, which is responsible for the preparation of teachers and school administrators, prepared a self-study (*George Fox University: School of Education, Master of Arts in Teaching, Institutional Report – 2009, Focused Visit*). A three member State Evaluation Team and an Idaho State Department PSC Coordinator visited the George Fox University campus located in Boise, Idaho. Representatives from the team also visited partnership schools where candidates are placed for clinical and field experiences. The team's goal was to review the four programs to determine if there was sufficient evidence indicating that GFU MAT teacher candidates met the Idaho Standards for Initial Certification.

The review centered on the State of Idaho Department of Education Professional Teacher Standards. The results of the review specific to each standard together with its principles and related elements have been considered. In addition, the team's written comments and recommendations are addressed in the rubrics. The evidence was evaluated using three ratings: approved, approved conditionally, not approved. Based upon the evidence, the Professional Standards Commission recommends full approval of the Master of Arts in Teaching (MAT) program in visual and performing art, foreign languages, physical education, and health.

IMPACT

In order to maintain their status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, George Fox University must offer teacher preparation programs adequately aligned to State Standards.

ATTACHMENTS

Attachment 1 – State Review Team Report

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STATE DEPARTMENT OF EDUCATION
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BOARD ACTION

A motion to accept the State Review Team Report, thereby granting program approval of the Master of Arts in Teaching (MAT) program in visual and performing art, foreign languages, physical education, and health at George Fox University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**IDAHO STANDARDS FOR INITIAL CERTIFICATION
OF PROFESSIONAL SCHOOL PERSONNEL**

TEAM VISIT REPORT

George Fox University
October 27-28, 2009

Reviewers: Lana P. Elliott, Lewis-Clark State College, chair; Randy Schrader, Physical Education/Health; Cathy Mansell, Art; Katie Rodenbaugh, Idaho State Department of Education, PSC Coordinator

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I. INTRODUCTION

Team members representing the Idaho State Department of Education conducted a focus visit to review the George Fox University (GFU) Master of Arts in Teaching (MAT) program upon its request for approval at their Boise, Idaho Center in the teaching disciplines of visual and performing art, foreign languages, physical education, and health. George Fox University's proposal stated that:

“The [GFU] School of Education will offer its current Oregon TSPC-approved MAT in your community format at the Boise Center. The Oregon TSPC has approved the offering of this existing program for candidates in Boise for an Oregon initial teaching license. Additional components will be added to the EDUG 560 *Language and Literacy* and to the EDUG 551-557 *Curriculum and Instruction* courses to prepare candidates for the Idaho certification tests of literacy and technology. Graduates of the Boise MAT program would receive an Oregon initial license and apply for an Idaho regular five-year license based on the Idaho reciprocity agreement of accepting Oregon's initial teaching license. If the graduates pass the literacy and technology tests, they would also receive an Idaho regular five-year license.”

The review was conducted October 28 and 29, 2009. In preparation for the visit, the professional education unit, which is responsible for the preparation of teachers and school administrators, prepared a self-study (*George Fox University: School of Education, Master of Arts in Teaching, Institutional Report – 2009, Focused Visit*). A three member State Evaluation Team and an Idaho State Department PSC Coordinator visited the George Fox University campus located in Boise, Idaho. Representatives from the team also visited partnership schools where candidates are placed for clinical and field experiences. The team's goal was to review the four programs to determine if there was sufficient evidence indicating that GFU MAT teacher candidates met the Idaho Standards for Initial Certification.

The standards used to validate the institutional report are the Idaho Standards for Initial Certification of Professional School Personnel. Rubrics for each set of standards were used for the review process. Team members determined if there were sufficient data from at least three sources of evidence to validate each area reviewed. Examples of the sources of data reviewed include, but are not limited to: course syllabi; program plans and descriptions; advising checklists; class assignments; assessment data; interviews with cooperating teachers and candidates, and candidate work samples. State reviewers visited sites where they were able to speak with cooperating teachers, administrators, and teacher candidates. In addition to the review of documents, team members also conducted interviews with university faculty and administrators, as well as university supervisors.

Background

Upon receiving initial approval from the Idaho State Department of Education to implement the MAT program, GFU started the first MAT cohort in January 2006 at the Boise Center. They subsequently requested the state's approval to become an authorized Idaho School Personnel Preparation Program and received that approval in 2007, so that GFU is now able to recommend candidates for Idaho elementary/secondary certification without first receiving an Oregon license. The MAT curriculum has been enhanced to ensure proper preparation for the Idaho Comprehensive Literacy Assessment and technology competency. Fifty-four candidates have completed the MAT program in Boise, and in 2009, three elementary candidates were recommended for Idaho certification.

The GFU MAT degree program began in summer 1992 as a three semester, masters level initial licensure program based at the GFU Newberg, Oregon campus. The three semester program was delivered as a full-time day format. In 1999, the MAT program added a five semester, part-time delivery as an evening format starting each August, based at the GFU Portland Center. In 2001, a four semester offering of the MAT program was added with delivery from Portland, Redmond, Salem, and East Portland sites. Since the four semester program was delivered off-campus in various communities, it was labeled the community format. In 2006, GFU began offering this same four semester MAT community format program at the Boise, Idaho site to its cohort of candidates. All three formats, day, evening and community, use the same curriculum, texts, and syllabi.

The purpose of the MAT program is to prepare teachers for public and private schools. Individuals entering the MAT program are required to have developed during their undergraduate experiences a breadth and depth of knowledge in the content areas for which they seek certification. This content knowledge becomes the foundation for the professional education courses and practicum experiences the MAT program offers.

The curricula, field experiences, and student teaching prepare MAT candidates in the knowledge, skills, and dispositions needed to become competent teachers in public and private schools that reflect our multicultural society. Only candidates who demonstrate competence in content knowledge, professional knowledge, and professional practice are considered suitable for teaching careers. All candidates must successfully meet these competencies to be recommended as program completers. Only program completers are considered eligible for initial certification.

At the time of the this proposal they have had several program completers and are prepared to address the additional certification endorsements of foreign languages, health, physical education, and visual and performing arts in a focused visit by the Idaho State Department of Education.

II. RESULTS OF PROGRAM REVIEW
Based On the State of Idaho Professional Teaching Standards

PROGRAM: FOREIGN LANGUAGES	
STANDARD	RECOMMENDATION
Standard 1: Knowledge of the Subject Matter -- The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.	APPROVED
Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.	APPROVED
Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.	APPROVED
Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.	APPROVED
Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.	APPROVED
Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.	APPROVED

PROGRAM: HEALTH	
STANDARD	RECOMMENDATION
Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.	APPROVED
Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.	APPROVED
Standard 6: Communication Skills - The teacher uses a	APPROVED

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variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.	
Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.	APPROVED
Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.	APPROVED

PROGRAM: PHYSICAL EDUCATION	
STANDARD	RECOMMENDATION
Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.	APPROVED
Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.	APPROVED
Standard 3: Modifying instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs and experiences.	APPROVED
Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.	APPROVED
Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.	APPROVED
Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.	APPROVED
Standard 11: Safety – The teacher provides for a safe learning environment.	APPROVED

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PROGRAM: VISUAL AND PERFORMING ARTS	
STANDARD	RECOMMENDATION
Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.	APPROVED
Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.	APPROVED
Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.	APPROVED
Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom (same as Core Rubrics).	APPROVED
Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.	APPROVED
Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.	APPROVED
Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.	APPROVED
Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.	APPROVED
Standard 11: Learning Environment - The teacher creates and manages a safe, productive learning environment.	APPROVED

III. STANDARDS AND RELATED RUBRICS

A. IDAHO STANDARDS FOR TEACHERS OF FOREIGN LANGUAGE

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Element	Unacceptable	Acceptable	Target
1.1 Understanding Subject Matter		X	
1.2 Making Subject Matter Meaningful		X	

1.1 Course syllabi and textbooks, an interview with a cooperating teacher, Praxis II scores, teacher candidate files, and candidate work samples, provide evidence that teacher candidates demonstrate adequate understanding of state and national foreign language standards, language skills, and target cultures.

1.2 Analysis of teacher lesson plans, interviews with university supervisors, candidate reflections related to their classroom instruction, and candidate work samples provide evidence that teacher candidates demonstrate an adequate ability to articulate the value of foreign language learning and to plan, create, and execute a language and cultural learning experience in the target language.

Areas of Improvement: None

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Element	Unacceptable	Acceptable	Target
2.1 Understanding Human Development and Learning		X	
2.2 Provide Opportunities for Development		X	

2.1 Course syllabi, dialogue journals, PRAXIS II results, booklets on self-exploration of literacy processes, and action research documents demonstrate teacher candidates'

adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills.

2.2 An interview with a cooperating teacher regarding TPRS methodology and related candidate performance of its implementation, candidate work samples, course syllabi, performance evaluations by the cooperating and supervising teachers, and candidate reflections demonstrate an adequate ability to build upon native language skills with new, sequential, long-range, and continuous experiences in the target language.

Areas of Improvement: None

Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.

Element	Unacceptable	Acceptable	Target
3.1 Understanding of Individual Learning Needs		X	
3.2 Accommodating Individual Learning Needs		X	

3.1 Course syllabi and textbooks, teacher candidate reflections and instructional units, support the university's conceptual framework demonstrating an adequate understanding of how the roles of gender, age, socioeconomic background, ethnicity, and other factors relate to individual perception of self and others.

3.2 An interview with a cooperating teacher, teacher candidate work samples that include instructional units with lesson plans and student samples provide adequate evidence that teacher candidates demonstrate the ability to use resources and learning activities supporting instructional and curriculum goals that accurately reflect effective teaching practice and foreign language content.

Areas of Improvement: None

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Element	Unacceptable	Acceptable	Target
4.1 Understanding of multiple learning strategies		X	
4.2 Application of multiple learning strategies		X	

4.1 Course syllabi, teacher candidate reflections, lesson plans and course artifacts such as the use of the SIOP model and graphic organizers provide evidence that teacher candidates demonstrate adequate understanding of how to use and adapt authentic materials for foreign language instruction.

4.2 Analysis of lesson plans and their implementation based on interviews and teacher candidate reflections, action research reports along with teacher candidate work samples, and an interview with a cooperating teacher specific to TPRS methodology and its implementation provide evidence that teacher candidates demonstrate an adequate ability to use and adapt authentic materials for foreign language instruction.

Areas of Improvement: None

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Element	Unacceptable	Acceptable	Target
8.1 Assessment of Student Learning		X	
8.2 Using and interpreting program and student assessment strategies		X	

8.1 Course syllabi, teacher candidate work samples, and sample student assessment results related to language skills demonstrate adequate understanding of ACTFL assessment guidelines and the need to assess progress in the five language skills, as well as cultural understanding.

8.2 Teacher candidate instructional units containing lesson plans with specific assessments related to objectives, action research reports and teacher candidate reflections demonstrate an adequate ability to use formal and informal assessment techniques to enhance individual student competencies in foreign language learning and modify teaching and learning strategies.

Areas of Improvement: None

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Element	Unacceptable	Acceptable	Target
10.1 Interacting with Colleagues, Parents, and Community in Partnerships		X	
10.2 Utilization of community resources		X	

10.1 Teacher candidate reflections related to parent teacher conferences, checklists in file in the teacher candidate teaching guidelines, course syllabi –specifically EDUG 575 that requires a community project; ED 576 and 577 specific to their practicums, and EDUG 590 the Graduate Seminar, and conversations with the course instructor provide adequate evidence that teacher candidates are prepared to demonstrate adequate understanding of foreign language career and life opportunities available to foreign language students, opportunities to communicate in the language with native speakers, and to participate in community experiences related to the target culture.

10.2 Teacher candidate work samples and lesson plans along with opportunities provided by the program to travel outside the United States to teach and candidate reflections provide evidence that teacher candidates demonstrate an adequate ability to provide learning opportunities about career awareness, communication in the target language, and cultural enrichment.

Areas of Improvement: None

Recommended Action on All Foreign Language Standards:

☒ Approved
☐ Approved Conditionally
☐ Not Approved

B. IDAHO STANDARDS FOR TEACHERS OF HEALTH

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Element	Unacceptable	Acceptable	Target
1.1 Subject Matter and Structure of the Discipline		X	
1.2 Making Subject Matter Meaningful		X	

1.1 Candidate, instructor, university supervisor interviews, work samples, and syllabi, and dispositions analysis provides evidence that teacher candidates demonstrate adequate understanding of health education; the importance of engaging students in identification of health risk behaviors and the ability to describe for students the ways new knowledge in a content area is applied.

1.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates adequately instruct the students about health-enhancing behaviors, recognize the importance of modeling health-enhancing behaviors, and create learning environments that respect and are sensitive to controversial health issues.

Areas of Improvement: None

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Element	Unacceptable	Acceptable	Target
5.1 Understanding of Classroom Motivation and Management Skills		X	
5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments		X	

5.1 Candidate and university supervisor interviews, work samples, and syllabi, and dispositions analysis provides evidence that teacher candidates demonstrate adequate understanding of the principles of and strategies for motivating students to participate in physical activity and other health-enhancing behaviors, and classroom management for safe physical activity and health-enhancing behaviors.

5.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides adequate evidence that teacher candidates demonstrate an adequate ability to introduce, manage, and promote, health-enhancing behaviors related to personal and social choices.

Areas of Improvement: None

Recommendations: Providing students with a wider range of research based applicable classroom management strategies will help to better prepare candidates for what they will face in an authentic classroom environment.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Element	Unacceptable	Acceptable	Target
6.1 Communication Skills		X	
6.2 Application of Thinking and Communication Skills		X	

6.1 Candidate and university supervisor interviews, work samples, and syllabi, and dispositions analysis indicates the program provides evidence that teacher candidates demonstrate an adequate understanding of how to model and use communication skills appropriate to the target audience and the terminology and slang associated with the at-risk behaviors

6.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to create safe and sensitive learning experiences that promote student input, communication, and listening skills which facilitate responsible decision making and alternatives to high-risk behavior.

Areas of Improvement: None

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Element	Unacceptable	Acceptable	Target
7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals		X	
7.2 Instructional Planning Skills in Connection with Students' Needs and Community Contexts		X	

7.1 Candidate and university supervisor interviews, work samples, and syllabi, and dispositions analysis indicate the program provides evidence that teacher candidates

demonstrate an adequate understanding of how to plan and prepare instruction based on knowledge of health education, students, the community, and curriculum goals.

7.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to plan and implement instruction reflective of current health research, trends, and local health policies compatible with community values and acceptable practices.

Areas of Improvement: None

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Element	Unacceptable	Acceptable	Target
9.1 Professional Commitment and Responsibility as Reflective Practitioners		X	
9.2 Developing in the Art and Science of Teaching		X	

9.1 Candidate and university supervisor interviews, work samples, and syllabi, and dispositions analysis indicate the program provides evidence that teacher candidates demonstrate an adequate understanding of laws and codes specific to health education and health services to minors.

9.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to engage in appropriate intervention following the identification or disclosure of information of a sensitive nature and/or student involvement in a high-risk behavior.

Areas of Improvement: None

Recommended Action on All Health Education Standards:

☒ Approved
☐ Approved Conditionally
☐ Not Approved

C. IDAHO STANDARDS FOR TEACHERS OF PHYSICAL EDUCATION

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Element	Unacceptable	Acceptable	Target
1.1 Subject Matter and Structure of the Discipline		X	
1.2 Making Subject Matter Meaningful		X	

1.1 Candidate and university supervisor interviews, work samples, teacher candidate observations and syllabi, and dispositions analysis indicate the program provides evidence that teacher candidates demonstrate an adequate understanding of the components of physical fitness and their relationship to a healthy lifestyle; human anatomy and physiology (structure and function), exercise physiology appropriate rules, etiquette, instructional cues, and skills for physical education activities; adaptive physical education and how to work with special and diverse student needs; the sequencing of motor skills (K-12); opportunities for enjoyment, challenge, self-expression, and social interaction, and technology operations and concepts pertinent to physical activity.

1.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicates the program provides evidence that teacher candidates demonstrate an adequate ability to create learning experiences that make physical education meaningful to students.

Areas of Improvement: None

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Element	Unacceptable	Acceptable	Target
2.2 Provide Opportunities for Development		X	

2.2 Candidate and university supervisor interviews, classroom observations work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to assess the individual physical activity, movement, and fitness levels of students, make developmentally appropriate adaptations to instruction, and promote physical activities that contribute to good health.

Areas of Improvement: None

Standard 3: Modifying instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs and experiences.

Element	Unacceptable	Acceptable	Target
3.2 Accommodating Individual Learning Needs		X	

3.2 Observing Physical education teacher candidates, analyzing teacher lesson plans, and interviewing university supervisors, and cooperating teachers indicate the program provides evidence that teacher candidates demonstrate an adequate ability to create opportunities that incorporate individual variations to movement and to help students gain physical competence and positive self-esteem.

Areas of Improvement: None

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Element	Unacceptable	Acceptable	Target
5.1 Understanding of Classroom Motivation and Management Skills		X	
5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments		X	

5.1 Candidate and university supervisor interviews, work samples, teacher candidate observations and syllabi, and dispositions analysis indicate The program provides evidence that teacher candidates demonstrate an adequate understanding of how to help students cultivate responsible personal and social behaviors.

5.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to effectively manage physical activity in indoor and outdoor settings and promote positive peer relationships and appropriate motivational strategies for participation in physical activity.

Areas of Improvement: None

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Element	Unacceptable	Acceptable	Target
7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals		X	
7.2 Instructional Planning Skills in Connection with Students' Needs and Community Contexts		X	

7.1 Candidate and university supervisor interviews, work samples, teacher candidate observations and syllabi, and dispositions analysis indicate the program provides evidence that teacher candidates demonstrate an adequate understanding of strategies to maximize physical education activity time and student success in physical education and how to expand the curriculum through the use of community resources.

7.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to plan and prepare instruction to maximize physical education activity time and student success and to utilize community resources to expand the curriculum.

Areas of Improvement: None

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Element	Unacceptable	Acceptable	Target
8.1 Assessment of Student Learning		X	
8.2 Using and Interpreting Program and Student Assessment Strategies		X	

8.1 Candidate and university supervisor interviews, work samples, teacher candidate observations and syllabi, and dispositions analysis indicate the program provides evidence that teacher candidates demonstrate an adequate understanding of how to select and use a variety of developmentally appropriate assessment techniques (e.g., authentic,

alternative, and traditional) congruent with physical education activity, movement, and fitness goals.

8.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate the program provides evidence that teacher candidates demonstrate an adequate ability to use a variety of developmentally appropriate assessment techniques (e.g., authentic, alternative, and traditional) congruent with physical education activity, movement, and fitness goals to evaluate student performance and determine program effectiveness.

Areas of Improvement: None

Standard 11: Safety – The teacher provides for a safe learning environment.

Element	Unacceptable	Acceptable	Target
11.1 Understanding of Student and Facility Safety		X	
11.2 Creating a Safe Learning Environment		X	

11.1 Candidate and university supervisor interviews, work samples, teacher candidate observations and syllabi, and dispositions analysis indicate The program provides evidence that teacher candidates demonstrate an adequate understanding of CPR, first aid, and factors that influence safety in physical education activity settings and the supervision and response required.

11.2 Candidate and university supervisor interviews, work samples, syllabi, and additional coursework and practicum analysis indicate The program provides evidence that teacher candidates demonstrate an adequate ability to provide and monitor for a safe learning environment and inform students of the risks associated with physical education activities.

Areas of Improvement: None

Recommended Action on All Physical Education Standards:

☒ X Approved
☐ Approved Conditionally
☐ Not Approved

**D. IDAHO STANDARDS FOR TEACHERS
OF VISUAL AND PERFORMING ARTS**

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Element	Unacceptable	Acceptable	Target
1.1 Understanding Subject Matter		X	
1.2 Making Subject Matter Meaningful		X	

1.1 Evaluations from cooperating teachers, a methods course syllabus, Praxis II scores, candidate transcripts, and documented candidate teacher work sample provide evidence that the teacher candidate demonstrates adequate knowledge of visual arts. Included are also documents demonstrating a candidate's organization of unit plans and lessons involving a knowledge of historical, critical, performance and aesthetic concepts, and expressive proficiency in a particular area of visual art.

1.2 Interviewing the art teacher candidate, analyzing candidate teacher lesson plans, reviewing course syllabus, reviewing candidate teacher work sample, and interviewing the George Fox University supervisor provide evidence that teacher candidates demonstrate an adequate ability to help students create, understand, and participate in the traditional, popular, folk and contemporary arts as relevant to the students' interests and experiences and an ability to instruct students in interpreting and judging their own artworks, as well as the works of others.

Areas of Improvement: None

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Element	Unacceptable	Acceptable	Target
4.1 Understanding of Classroom Motivation and Management Skills		X	

4.1 Interview with supervising teacher, candidate teacher files, interview with candidate teacher, pre and post lesson assessments, MAT syllabi, and student work samples provide

evidence that the teacher candidates demonstrate adequate knowledge of visual arts and the ability to integrate kinesthetic learning into arts instruction.

Areas of Improvement: None

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Element	Unacceptable	Acceptable	Target
5.1 Understanding of Classroom Motivation and Management Skills		X	

5.1 Interview with candidate teacher, methods course syllabus, checking student files/transcripts, and reviewing candidate teacher work samples provide evidence that teacher candidates demonstrate adequate knowledge of visual arts, including the knowledge of integrating whole body learning into arts instruction. Lesson plans incorporate active engagement of the students in motivating them to engage in various project activities.

Areas of Improvement: None

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom (same as Core Rubrics).

Element	Unacceptable	Acceptable	Target
6.1 Communication Skills		X	
6.2 Application of Thinking and Communication Skills		X	

6.1 Interview with candidate teacher, reviewing candidate student files/transcripts, and reviewing candidate teacher work samples, including letters from school to parents, provide evidence that the teacher candidates demonstrate adequate knowledge of multiple communication techniques.

6.2 Interviewing teacher candidate, analyzing teacher lesson plans, documentation in candidate teacher's work samples, course syllabus, and interview with GFU supervisor provides evidence that the teacher candidates demonstrate an adequate ability to use multiple communication strategies simultaneously in the arts classroom. These are

demonstrated in effective visual art lesson presentations, critiques/assessments, and parent communications in the candidate teacher work sample.

Areas of Improvement: It was noted that some teacher candidates' writing skills did not reflect graduate level ability. It is recommended that the program provide awareness at all levels regarding literacy proficiency (i.e., correspondence to parents, candidate reflections in work sample, etc.).

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Element	Unacceptable	Acceptable	Target
7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals		X	

7.1 Interview with George Fox University supervising teacher, Praxis II scores, checking candidate files/transcripts, and reviewing candidate teacher work samples provide evidence that teacher candidates demonstrate adequate knowledge of visual arts including the sequential, holistic, and cumulative processes using a variety of mediums/tools to communicate ideas through self expression.

Areas of Improvement: None

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Element	Unacceptable	Acceptable	Target
8.1 Assessment of Student Learning		X	
8.2 Using and interpreting program and student assessment strategies		X	

8.1 Interview with GFU supervising teacher, checking student files/transcripts, interviewing teacher candidate, and reviewing candidate student work samples provide evidence that the teacher candidates demonstrate adequate knowledge of assessing students learning and creative processes of visual arts. These include, but are not limited to, the processes of class critiques, student rubrics, and self evaluations to monitor the success of student performance in a finished product.

8.2 Interviewing George Fox University supervising teacher, analyzing candidate teacher lesson plans, and reviewing developed lessons from candidate teacher work samples provide evidence that the teacher candidates demonstrate an adequate ability to provide students with appropriate opportunities for displaying their artwork and assessing what they know and can do in visual art. Showcasing students' ability to produce art within curriculum goals and using effective teaching practices as shown in the candidate teacher's work sample accurately reflects visual arts content standards and strategies.

Areas of Improvement: None

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Element	Unacceptable	Acceptable	Target
9.1 Professional Commitment and Responsibility as Reflective Practitioners		X	

9.1 Interview with George Fox University supervising teacher, interview with teacher candidate, course syllabus, and reviewing candidate student work samples provide evidence that teacher candidates demonstrate the ability to make contributions to visual art disciplines.

Areas of Improvement: None

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Element	Unacceptable	Acceptable	Target
10.1 Interacting in with Colleagues, Parents, and Community in Partnerships		X	

10.1 Reflections from cooperating teachers, interview with George Fox University supervisor, interview with teacher candidate, and reviewing candidate teacher work samples provide evidence that the teacher candidates demonstrate adequate knowledge of promoting the arts for the enhancement of the school and the community.

Areas of Improvement: None

Standard 11: Learning Environment - The teacher creates and manages a safe, productive learning environment.

Element	Unacceptable	Acceptable	Target
11. Safe learning environment		X	

11.1 Interview with supervising teacher, checking student files and transcripts, reviewing course syllabus, and candidate teacher work samples provide evidence that the teacher candidate demonstrates an adequate ability to instruct students in procedures that are essential to safe arts activities, to manage the simultaneous daily activities of the arts classroom and to operate/manage performance and/or exhibit technologies safely.

Areas of Improvement: None

Recommended Action on All Visual/Performing Arts Standards:

☒ X Approved
☐ Approved Conditionally
☐ Not Approved

IV. INTERVIEWS AND PARTICIPANTS

Interviewee	Team Interviewers	Location	Candidate Completer	Faculty	Adjunct Faculty	Admin	Coop Teacher
Jenifer Williams	Cathy Marsell	GFU			X		
Berit Gann	Cathy Marsell	GFU	X				
Jamie Kellett	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU	X				
Hailey Seward	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU					X
Torin Oberlindaehar	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU	X				
Gary Wheeler	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU					X
Josh Jensen	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU	X				
Kristin Dixon	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU		X			
Linda Samek	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU				X	
Terah Moore	Randy Schrader, Lana Elliott, Cathy Mansell, Katie Rhodenbaugh	GFU				X	
Claire Bledsoe	Lana Elliott	High School					X

STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010

SUBJECT

Request by the Idaho Department of Correction's Robert Janss School for a waiver of IDAPA 08.02.03.105.01.c.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.01 – Section 001, Waivers

BACKGROUND/DISCUSSION

IDAPA 08.02.01.001, allows the State Board of Education to grant a waiver of any rule not required by state or federal law to any school district upon written request. The Robert Janss School, under the Department of Corrections, has requested a waiver of IDAPA 08.02.03.105.01.c which requires students to complete six science credits, four of which must be lab based sciences. The school is specifically asking for a waiver from the required lab based science courses that are required for high school graduation. They are asking that their students be allowed to graduate with six credits of science, all of which would be non lab based sciences. The Robert Janss School is located at the various adult prisons in Idaho which do not have any science labs and/or lab equipment. This is due to the fact that offender students are not allowed to use chemicals, knives, test tubes and other normal lab equipment within the prison. Students detained in the prisons are also not allowed to use the Internet which eliminates the possibility of accessing online courses.

ATTACHMENTS

Attachment 1 –Written request for waiver from Robert Janss School Page 3

BOARD ACTION

A motion to approve the request by the Department of Correction's Robert Janss School to waive on an ongoing basis IDAPA 08.02.03.105.01.c which requires lab based science requirements for students graduating from the school and to allow students at the school to graduate with six science credits, all of which will be non- lab based science courses.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
APRIL 22, 2010



IDAHO DEPARTMENT OF CORRECTION

"Protecting You and Your Community"

C. L. "BUTCH" OTTER
GOVERNOR

DUSTY D. BEHNKE
DIRECTOR

February 3, 2010

Gail Cushman, Director of Education
Robert Janss School
Idaho Department of Correction
1299 North Orchard, Suite 110
Boise, Idaho 83706

Attn: Dr. Mike Rush

State Board of Education
Box 83720
Boise, Idaho 83720

With this letter, I am requesting that the Robert Janss School, located within the Idaho Department of Correction, be allowed an exemption from the required science laboratory credits for high school graduation.

Upper level high school science classes are usually taught as biology, chemistry and physics and have a lab portion of the class that teaches students through practical hands-on experience. The Robert Janss School is located at the various adult prisons in Idaho which have no labs and/or lab equipment. Offender-students are not allowed to use chemicals, knives, test tubes and other normal lab equipment within the prison. They also are not allowed to use the Internet, so on-line classes are prohibited by our agency.

I request that the 6-credit science requirement for students who graduate from Robert Janss School be for non-lab science classes.

Thank you for considering this request.

Sincerely

A handwritten signature in cursive script that reads "Gail Cushman".
Gail Cushman
Director of Education

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