

STATE BOARD OF EDUCATION MEETING
June 16-17, 2010
Eastern Idaho Technical College
Health Education Building
Idaho Falls, Idaho



Wednesday, June 16, 2010, 10:30 am, INL 995 University Blvd, Idaho Falls, Idaho
CAES Tour

Wednesday, June 16, 2010, 1:00 pm, Eastern Idaho Technical College, Idaho Falls, Idaho

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. State Board of Education Strategic Plan
2. Agency and Institution's Strategic Plans

Thursday, June 17, 2010, 8:00 a.m., Eastern Idaho Technical College, Idaho Falls, Idaho

BOARDWORK

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

OPEN FORUM

CONSENT AGENDA

BAHR – SECTION I – HR

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

BAHR – SECTION II – Finance

5. Athletics Actual, Forecast & Budget Reports
6. FY 2011 Operating Budgets

IRSA

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

PPGAC

8. Alcohol Permits Issued by University Presidents

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Presidents' Council Report
2. Eastern Idaho Technical College
3. Presidents' Compensation
4. 2011 Legislative Ideas
5. Idaho State University – Governance Review
6. Humanitarian Bowl Alcohol Waiver
7. Boise State University - Alcohol Waiver – for 2010 Home Football Games and Humanitarian Bowl - Stueckle Sky Center
8. Boise State University - Alcohol Waiver for 2010 Home Football Games – Carven Williams Complex
9. Idaho State University - Alcohol Waiver for 2010 Home Football Games
10. University of Idaho - Alcohol Waiver for 2010 Home Football Games
11. US Department of Labor Workforce Data Quality Initiative

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Boise State University – Employment Agreement - Head Basketball Coach
2. University of Idaho - Employment Agreement - Head Football Coach
3. Eastern Idaho Technical College – Reorganization of Administrative Structure
4. Eastern Idaho Technical College – New Positions & Deletions of Positions
5. Eastern Idaho Technical College – Appointment of the Vice President of Instruction & Student Affairs
6. Amendment to Board Policy – Section II.G.6.i. – Tenure for Academic Administrators 2nd Reading

Section II – Finance

1. Differential Fees
2. Boise State University – Right of Way Vacation Agreement – Ada County Highway District
3. Boise State University – Geothermal Agreement

4. Boise State University – Purchasing Policy
5. Boise State University – Lincoln Avenue Student Housing Project Approval
6. Idaho State University – Naming/Memorializing Buildings & Facilities – Softball Fields
7. Idaho State University – Idaho Accelerator Center (IAC) Expansion Project
8. University of Idaho – Outdoor Track Renovation Project
9. University of Idaho – Request for Proposals – Television Cable Project
10. University of Idaho – Kibbie Dome Enhancement Project – Game Day Renovation
11. University of Idaho – Sponsorship Agreement – Litehouse, Inc.
12. University of Idaho – Formation of an Applied Research Entity
13. Lewis-Clark State College – Refinancing of Clearwater Hall
14. FY 2012 Line Items
15. Amendment to Board Policy – Section V.R.– In-Service Teacher Education Fees, 1st Reading

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

Higher Education

1. Experimental Program to Stimulate Competitive Research (EPSCoR) Annual Summary Report
2. Idaho State University – Request to Discontinue the Electrical Technician Professional-Technical Education Program
3. Idaho State University - Approval of Full Proposal: New Doctoral Program – Ph.D., Experimental Psychology
4. University of Idaho – Approval of Notice of Intent: Consolidation of the Department of Statistics
5. University of Idaho – Approval of Notice of Intent: Reorganization of the College of Education
6. University of Idaho – Approval of Notice of Intent & Full Proposal: New Professional Science Master's in Natural Resources and Environmental Science
7. Idaho Technology Incentive Grant Program FY 2011 Award
8. Approval of Higher Education Research Council (HERC) FY 2011 Budget
9. First Reading, Proposed Amendments to Board Policy III.Y., Advanced Opportunities
10. Second Reading, Proposed Amendments to Board Policy III.W., Higher Education Research

11. Second Reading, Proposed Amendments to Board Policy III.P., Students
12. Second Reading, Proposed Amendments to Board Policy III.A.B., Rural Physicians Incentive Program Committee
13. Course Transfer and Articulation Update

DEPARTMENT OF EDUCATION

1. School District Boundary Alteration – Jefferson/Madison
2. Direct Math and Direct Writing Assessment Waiver
3. Temporary/Proposed Rule Change IDAPA 08.02.02.016 – Rules Governing Uniformity, Idaho Educator Credential
4. Proposed Rule Change IDAPA 08.02.02.027, Rules Governing Uniformity, Pupil Personnel Services Certificate
5. Temporary/Proposed Rule Change IDAPA 08.02.03.112 – Rules governing Thoroughness, Accountability
6. Item Pulled
7. Appointments to the Professional Standards Commission
8. University of Phoenix Master of Arts in Education Program Review
9. Northwest Nazarene University Director of Special Education and Related Services Program Review
10. Request for Waiver of 103% Student Transportation funding Cap for Garden Valley School District
11. Request for Waiver of 103% Student Transportation funding Cap Kellogg School District
12. Request for Waiver of 103% Student Transportation funding Cap Orofino School District
13. Request for Waiver of 103% Student Transportation funding Cap St. Maries School District
14. Request for Waiver of 103% Student Transportation funding Cap Moscow School District
15. Request for Waiver of 103% Student Transportation funding Cap Horseshoe Bend School District
16. Transportation – Students Less Than One And One Half Mile

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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 16, 2010

TAB	DESCRIPTION	ACTION
1	STATE BOARD OF EDUCATION - STRATEGIC PLAN	Motion to Approve
2	INSTITUTION AND AGENCY STRATEGIC PLANS	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 16, 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, 2010	Board approved Goals and Objectives for 2011-2015 Strategic Plan
April 2010	Board postponed strategic plan approval to June 2010 meeting

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

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 limited resources to maximum effect.

In October the Board will be presented the data for the strategic plan performance measures for the strategic plans that were approved in April 2009. Data in alignment with the 2011-2015 updated strategic plan will be presented to the Board in October 2011.

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 _____



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 16, 2010

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

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:

- Amount of state generated need-based financial aid from Opportunity, LEAP, and SLEAP Scholarships.

Benchmark: \$10M

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 16, 2010

- Number of Idaho funded scholarships awarded and total dollar amount.
Benchmark: 20,000, \$16M
- Postsecondary student enrollment by race/ethnicity
Benchmark: 65,000 students for White & White, non-Hispanic; 21,000 students for all other race/ethnicities.

Objective B : Quality Instruction and Educational Experience – Increase student performance and the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff, in high need areas.

Performance Measures:

- Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test.
Benchmark: 100% for both 5th and 10th Grade students in Reading, Mathematics, Language, and Science subject areas.
- Average composite ACT score of secondary students.
Benchmark: 24.0

Objective C : Effective and Efficient Delivery Systems – Improve the efficacy of educational resources.

Performance Measures:

- Consumer Price Index (CPI) adjusted weighted average cost per credit hour to deliver instruction.
Benchmark: \$121 per credit hour
- Percentage of first-year freshmen returning for second year.
2-year Institution Benchmark: 65%
4-year Institution Benchmark: 55%
- Number of high school students enrolled and number of credit earned in:
 - o Dual credit
Benchmark: 6,500 students per year
Benchmark: 78,000 credits per year
 - o Tech prep
Benchmark: 16,000 students per year
- Number of high school students taking Advance Placement (AP) exams.
Benchmark: 5,500 students per year
Benchmark: 9,000 exams taken per year

Objective D : Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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Performance Measures:

- High School Graduation rate as defined in the Accountability Workbook.
Benchmark: 90%
- Percent of High School graduates who enroll in postsecondary education within 12 months of graduation
Benchmark: 60%
- Number of postsecondary credentials (certificates and degrees) earned.
Benchmark: 15,000
- Percent of Idaho adults ages 25-64 with a postsecondary credential
Benchmark: 4.2% increase each year

Objective E: Curriculum Alignment – Align curriculum with workforce needs.

Performance Measures:

- Number of degrees conferred in STEM fields.
Benchmark: 2,177 degrees
- Number of Idaho student graduates from University of Utah Medical School who received funding from the State of Idaho.
Benchmark: 8 graduates
- Percentage of Boise Family Medicine Residency Graduates Training/Practicing in Idaho.
Benchmark: 60%
- Number of Idaho students enrolled in the Psychiatry Residency Program.
Benchmark: 11 students
- Percentage Idaho Students enrolled in WICHE Programs returning to practice in Idaho.
Benchmark: 50%

GOAL 2: CRITICAL THINKING AND INNOVATION

The educational system will provide an environment for the development of new ideas, and 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 Federally funded grants
Benchmark: \$112M
- Institution funding from competitive industry funded grants
Benchmark: \$7.2M

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 meeting adequate yearly progress (AYP) in each of Reading, Mathematics, and Language subject areas.

Benchmark: 100%

- Institution primary reserve ratio comparable to the advisable level of reserves.

Benchmark: 80% of best practice, which has yet to be determined.

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:

- o Create a P-20 and workforce longitudinal data warehouse with the ability to access timely and relevant data and provide reporting for use by all stakeholders

Benchmark: Completed by 2015.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

JUNE 16, 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.

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STAFF COMMENTS AND RECOMMENDATIONS

The strategic plans have been reviewed by staff and are found to be in alignment with the State Board of Education's strategic direction.

At the October 2010 Board meeting, the Board will be presented with the performance measures from the institutions, agencies, and special/health programs 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 Institution, 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.

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- 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:

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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:

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- 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

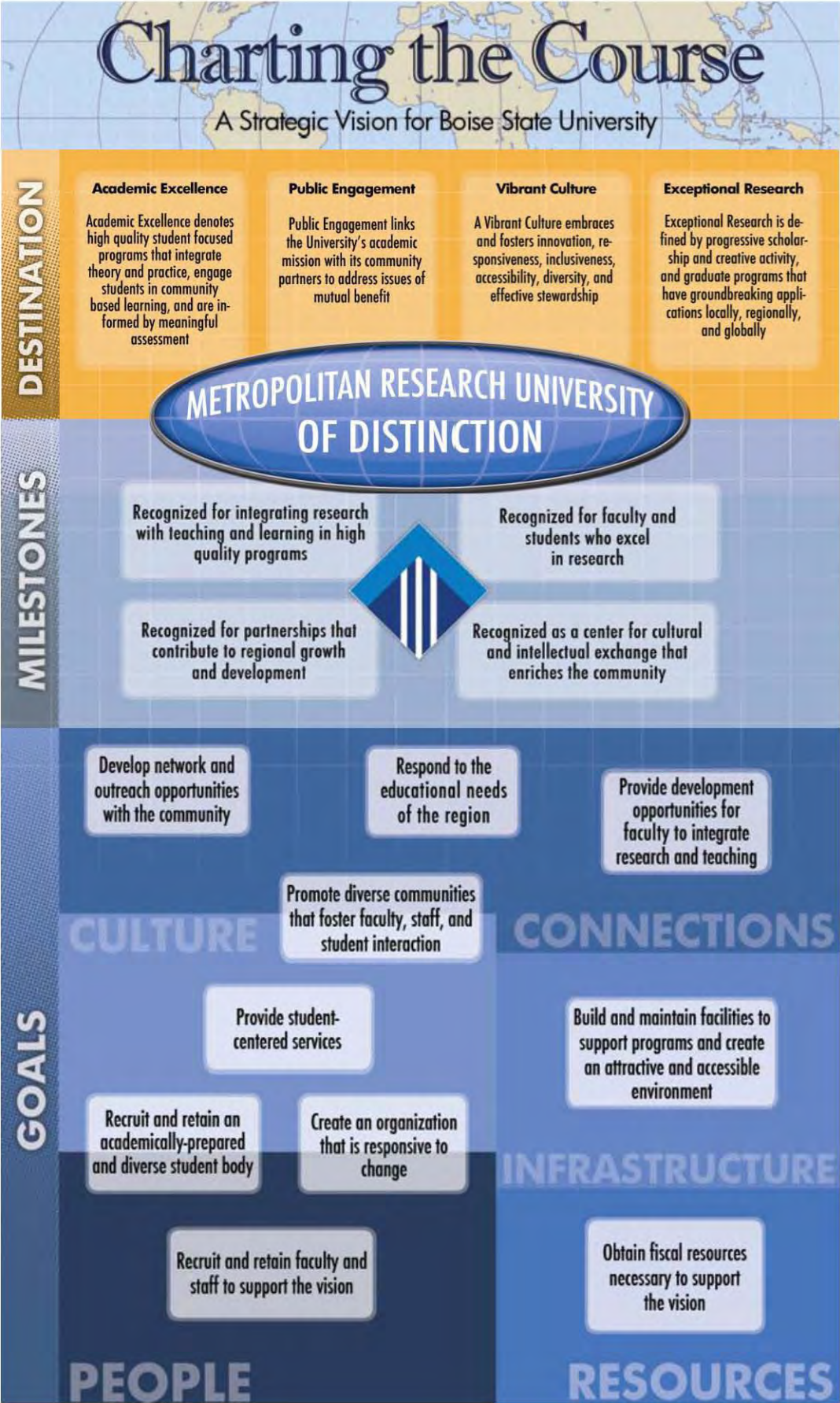
Goal X. Obtain fiscal resources necessary to support the vision

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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		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.

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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.)*

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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 on 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.
 - o **Performance Measure:**
 - Number of academic programs and community education/workforce training courses identified as needed to respond to labor market needs.
 - o **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.
 - o **Performance Measure:**
 - Completion of feasibility analysis for one (1) new academic program and five (5) community education/workforce training courses.
 - o **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.
 - o **Performance Measure:**
 - Development of feasibly possible program(s) and community education/workforce training courses.

o **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.”
 - o **Performance Measure:**
 - Number of opportunities for potential and current students to provide feedback regarding their experience with admission and student support staff.
 - o **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.”
 - o **Performance Measure:**
 - Number of newly implemented “customer” improvements.
 - o **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.
 - o **Performance Measure:**
 - Ongoing review of Emergency Response Plan with appropriate changes made to plan.
 - o **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.
 - o **Performance Measure:**
 - Number of students served.

- o **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.
 - o **Performance Measure:**
 - Number of newly implemented improvements made by students via faculty evaluations.
 - o **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.
 - o **Performance Measure:**
 - Number of students served.
 - o **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.
 - o **Performance Measure:**
 - Number of students served.
 - o **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.
 - o **Performance Measure:**
 - Publicity regarding desire to be of service to college service area's labor market area.
 - o **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.

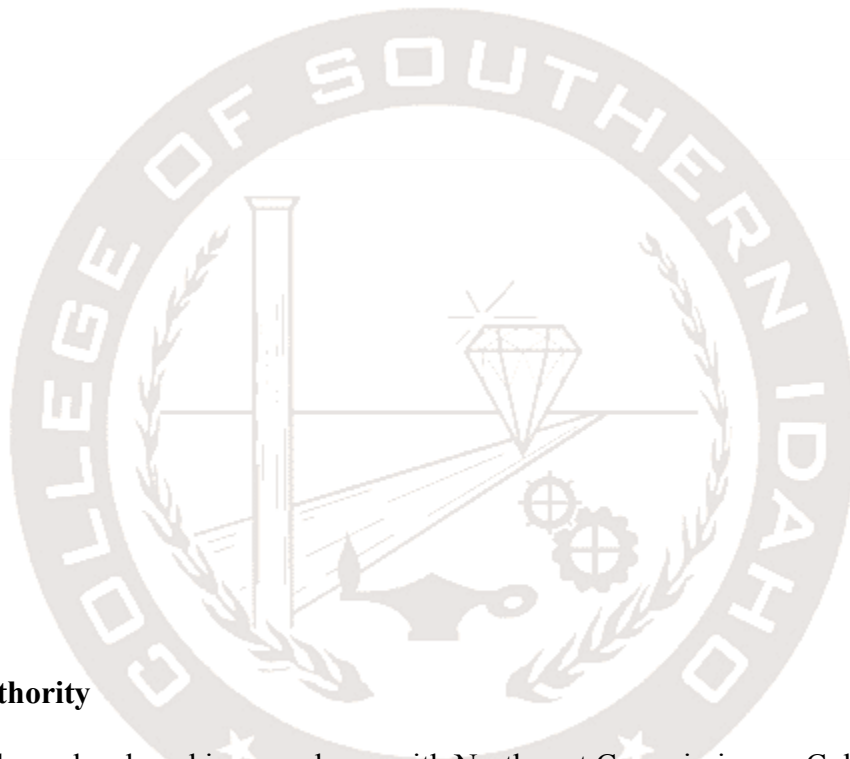
Legislation/Rules:

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
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.	
	Action Item:	Appoint a task force to look at room utilization based on instructor needs/desires (such as room size and technology requirements) for room assignments.
	Outcome:	Make best use of our available classroom space
	Performance Measure:	Classrooms and technology match the needs/desires of the instructor

	Action Item:	Establish an internal policy for the use of shared resources between PTE and WFT to include facilities, equipment, and faculty.
	Outcome:	A policy for shared use of facilities, equipment, and faculty that provides equity for all parties.
	Performance Measure:	Document that can be used by PTE and WFT to clearly define the roles and responsibilities of all parties.

	Action Item:	New classroom plan and organization in Seiter Hall
	Outcome:	Successful redesign and remodel of Seiter Hall to create more instructional space.
	Performance Measure:	Increased instructional seating.

Objective	Explore facility use within business and industry as appropriate.	
	Action Item:	Contract with interested businesses to offer training/courses at their site.
	Outcome:	Offer off-site training
	Performance Measure:	Contracted training, credit or non-credit, offered to at least one business at their facility

Objective	Explore off-campus sites within the service area.	
	Action Item:	Explore creation of a larger Coeur d'Alene Tribal Educational Institute in Plummer as a site for offering NIC and UI classes.
	Outcome:	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
	Performance Measure:	Institute designed by Summer 2009

Goal	Expand and improve alternative delivery of education.	
Objective	Expand course offerings at the NIC Outreach Centers and other off-campus sites.	
	Action Item:	Continue discussions with the Silver Valley Economic Development group regarding offering Trade & Industry programs in the Silver Valley.

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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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	Outcome:	<i>Improved Recruitment</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)</i>

	Action Item:	<i>Implement an internal branding campaign to focus on positive elements of working for NIC.</i>
	Outcome:	<i>Improved Recruitment & Retention</i>
	Performance Measure:	<i>New internal and external employment marketing campaign developed that permeates all communication among current and potential employees</i>

Objective	Implement a comprehensive orientation process to improve integration and retention of new employees.	
	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.</i>
	Outcome:	<i>Improved integration of new employees; reduced turnover of new hires</i>
	Performance Measure:	<i>New orientation completed/available</i>

	Action Item:	<i>Establish a passport tool for new employees to ensure effective orientation through the first six months of employment.</i>
	Outcome:	<i>Improved integration of new employees; reduced turnover of new hires</i>
	Performance Measure:	<i>New orientation completed/available</i>

Objective	Improve upon total rewards offered to employees.	
	Action Item:	<i>Review compensation practices to identify improvements in faculty compensation programs.</i>
	Outcome:	<i>Ensure appropriateness of pay structure</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</i>

	Action Item:	<i>Review compensation practices to identify improvements in staff compensation programs.</i>
	Outcome:	<i>Internal/External equity components in plan; ensure appropriateness of pay structure</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</i>

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Goal	Further develop opportunities for professional development.
Objective	Create additional faculty development programs and opportunities. <i>Action Item:</i> <i>Develop faculty development program to promote further professional and academic development of faculty.</i> <i>Outcome:</i> <i>Enhanced opportunities for ongoing faculty development to enhance quality in classroom</i> <i>Performance Measure:</i> <i>Number of faculty development opportunities; number of faculty development hours</i> *** <i>Action Item:</i> <i>Integrate faculty development into faculty evaluation tools.</i> <i>Outcome:</i> <i>Increased accountability for ongoing development and improved classroom quality</i> <i>Performance Measure:</i> <i>Creation of faculty development evaluation tool that incorporates professional development</i> ***
Objective	Establish an internal leadership institute program. <i>Action Item:</i> <i>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:</i> <i>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:</i> <i>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:</i> <i>Develop format of executive development strategies with President and incorporate into executive performance expectations for coming year.</i> <i>Outcome:</i> <i>Improved competencies of executives, and greater ability to adapt and innovate</i> <i>Performance Measure:</i> <i>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:</i> <i>Conduct an employee opinion survey as a follow up to the 2008 survey to evaluate progress in key areas.</i> <i>Outcome:</i> <i>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:</i> <i>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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	<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. <i>Outcome:</i> Study conducted/decision made <i>Performance Measure:</i> None quantifiable ***
	<i>Action Item:</i> Send annual events list and season guest pass to targeted populations. <i>Outcome:</i> Targeted populations receives passes to NIC events. <i>Performance Measure:</i> Increased attendance at NIC events. ***
Objective	Promote the value of NIC and the credentials and expertise of the faculty to the community. <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. <i>Outcome:</i> Speakers Bureau established <i>Performance Measure:</i> Published to the web *** <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. <i>Outcome:</i> Prospective students hear from those impacted by NIC. <i>Performance Measure:</i> None *** <i>Action Item:</i> Promote and publicize community service projects and activities involving students, faculty, and staff. <i>Outcome:</i> More community involvement <i>Performance Measure:</i> None *** <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). <i>Outcome:</i> Information promoted <i>Performance Measure:</i> Press release, clippings ***
Goal	Promote awareness and recruitment through a strong marketing campaign.
Objective	Develop a comprehensive branding and marketing plan. <i>Action Item:</i> Incorporate and coordinate NIC and IdahoGoes teams marketing strategies and resources to maximize effectiveness and combined purchasing power. <i>Outcome:</i> Maximize effectiveness <i>Performance Measure:</i> None ***

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Objective	Improve the marketing strategies that facilitate a potential student's interest in professional-technical programs.	
	Action Item:	Continue supporting Hardhats, Hammers and Hot Dogs initiative, Fall NIC Tech Tour, and Spring PTE Extravaganza.
	Outcome:	Opportunity to advertise these events to the public.
	Performance Measure:	None

	Action Item:	Create a PTWE webpage that is easily accessible, information rich, and inclusive of all aspects of PTWE.
	Outcome:	Getting more information out to the public about PTWE.
	Performance Measure:	None

	Action Item:	Explore the potential for a dedicated PTWE newsletter.
	Outcome:	PTWE information readily available
	Performance Measure:	None

	Action Item:	Produce feature stories when possible on news and successes within PTWE programs.
	Outcome:	Personal stories about PTWE programs available to promote programs.
	Performance Measure:	None

	Action Item:	Work with PTWE leadership and staff to create a PTWE specific presentation to be used in conjunction with community speaking opportunities.
	Outcome:	Ability to have PTWE information for the public at speaking engagements.
	Performance Measure:	None.

Objective	Market four-year degree opportunities that exist via relationships with partner institutions.	
	Action Item:	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.
	Outcome:	Workshop conducted
	Performance Measure:	Participation at workshop

	Action Item:	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.
	Outcome:	Familiarize each school frontline people with what each school offers for students.
	Performance Measure:	None

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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.
	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</i>

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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>

	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.*

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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

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

and services. PLANNING, POLICY AND GOVERNMENTAL AFFAIRS APRIL 22, 2010 <u>Performance Measures:</u> Number of ABE clients who meet their stated goal which may include a GED. <u>Benchmark:</u> Number of ABE clients with GED as a goal who obtain a GED will increase 2% each year.	
Goal 3 – Accountability Ensure effective and efficient use of professional-technical education resources.	
Objective 1: Review, revise and implement policies to make efficient use of professional-technical education system resources.	Ongoing
Objective 2: Ensure funds designated for the professional-technical education system are efficiently managed to support the role and mission.	Ongoing
Objective 3: Maintain efficient financial and accounting systems for the Division and the professional-technical education system.	Ongoing
Objective 4: Maintain high placement rates. <u>Performance Measure A:</u> Number of Technical College PTE completers who achieve positive placement or transition. <u>Benchmarks:</u> The number of Technical College PTE completers who achieve a positive placement is at 90% or better. <u>Performance Measure B:</u> Number of secondary completers who transition to postsecondary education or training. <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.	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 employed, but unable to afford lifesaving kidney related expenses on a continuing basis.

Vision

No Idaho resident experiencing end-stage renal disease should be at risk of death solely due to the inability to financially secure timely and appropriate medical intervention.

Goal #1 – Provide Idahoans experiencing end-stage renal disease with a program for financial assistance for needs relating to life saving medical services.

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.

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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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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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):

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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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.
 - Benchmark: FY11 – meet or exceed 2,100,000
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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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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- Performance Measure(s):
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 - Performance Measure(s):
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 - Benchmark: FY11 – meet or exceed 100
- 7) 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 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)
 - Number of visitors to our Web sites.
 - Benchmark: FY11 – meet or exceed 2,100,000
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- 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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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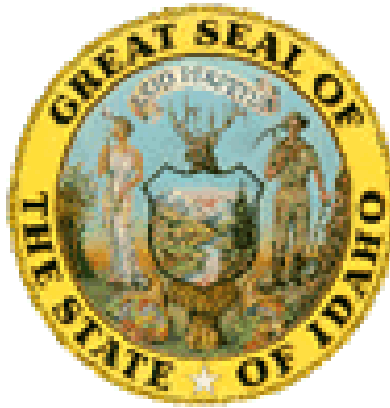
Performance Measure: Percentage of required budget and reporting applications obtained through longitudinal data system.

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

• 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).

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- *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:

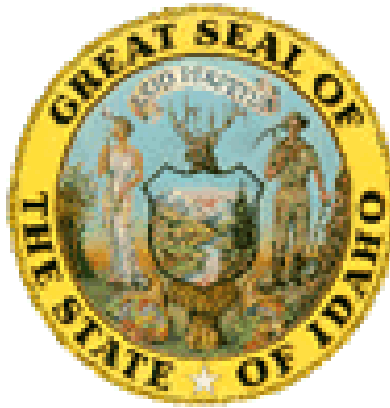
Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain, as they definitely are currently. Specifically, the goal to expand the program from 8 to 10 seats per year is 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, 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.

COLLEGIABILITY – 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
 - o *Performance measure:*
 - Number of hospitalists
 - o *Benchmark:*
 - Achieve critical mass of 4 hospitalists
- b. Achieve accreditation for new rural training track (RTT) in Rexburg
 - o *Performance measure:*
 - Application and site visit approval for RTT
 - o *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
 - o *Performance measure:*
 - Number of residents
 - o *Benchmark:*
 - Overall number of residents will increase
- d. Structure the program so that 50% of graduates open their practices in Idaho
 - o *Performance Measure*
 - Number of graduates practicing in Idaho
 - o *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.
 - o *Performance measure:*
 - Number of pediatric rotations in Spokane taken by ISU Residents
 - o *Benchmark:*
 - Number of pediatric rotations in Spokane will increase

- b. Improve Quality of Care criteria of a Patient Centered Medical Home
 - o *Performance measure:*
 - Meet the national criteria of PCMH
 - o *Benchmark:*
 - 2010: 25% of criteria met. 2011: 50% of criteria met.
- c. Maintain and expand clinical research program by identifying new project opportunities
 - o *Performance measure:*
 - Number of new clinical research projects
 - o *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
 - o *Performance measure:*
 - Identify residency structural change with a potential for improving funding streams
 - o *Benchmark:*
 - Structural change initiated
- b. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
 - o *Performance measure:*
 - Level of support from PMC for ISU Family Medicine
 - o *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
 - o *Performance measure:*
 - Number of residents
 - o *Benchmark:*
 - Increased number of residents
2. Start a hospitalist fellowship program
 - o *Performance measure:*
 - Number of hospitalist fellows
 - o *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
 - o *Performance measure:*
 - Amount of foundation giving
 - o *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
- No-cost - People – expertise, passion, and professional development system - Public and private partnerships and networks - Systems for high performance - Leadership at all levels	- Changes in the economy - Strategic partners – leveraging resources - Entrepreneurial culture - Increase in angel investors - New business trends – green, etc. - Baby boomers
Weaknesses	Threats
- 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	- 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:

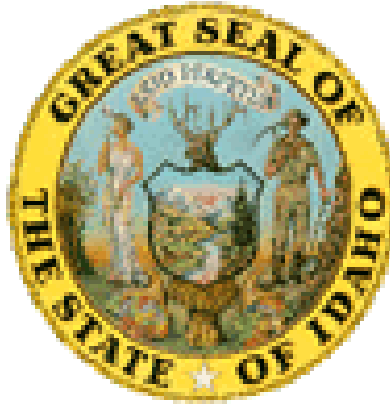
Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

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:

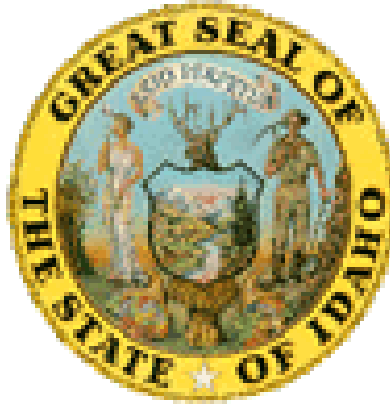
- Field investigations conducted; number of animals/herds served.
- Laboratory diagnostic and live animal case accessions.
- Number of laboratory personnel that participate in continuing education.
- Number of hours of continuing education accumulated by laboratory personnel.
- New techniques or equipment 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.

1. Agenda Approval

Changes or additions to the agenda

A motion to approve the agenda as posted.

2. Minutes Approval

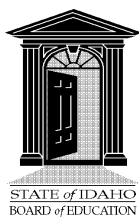
BOARD ACTION

A motion to approve the minutes from the April 5, 2010 Special Fee Setting meeting, the April 21-22, 2010 Regular Board meeting and the April 27, 2010 Special Meeting minutes as submitted.

3. Rolling Calendar

BOARD ACTION

A motion to set May 18-19, 2011 as the date and Boise, Idaho as the location for the 2011 Board Retreat and to set June 22-23, 2011 as the date and the College of Western Idaho as the location for the June 2011 regularly scheduled Board meeting.



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION
April 5, 2010
Idaho State Capitol
Senate/House Auditorium
Boise, Idaho**

A special meeting of the State Board of Education was held on April 5, 2010 at the State Capitol Building in Boise, Idaho, to consider FY 2011 Student Tuition and Fee Rates.

Present:

Paul Agidius, President
Ken Edmunds, Secretary
Don Soltman

Richard Westerberg, Vice President
Emma Atchley
Milford Terrell

Rod Lewis
Superintendent

Tom Luna, State

The Board meeting was called to order at 8:30 a.m. by Board President Paul Agidius.

BOARDWORK

1. Agenda Approval

M/S (Terrell/Westerberg): To approve the agenda as submitted. Motion carried unanimously.

OPEN FORUM – Delayed until later in the agenda.

BUSINESS AFFAIRS AND HUMAN RESOURCES – Section II – Finance

1. Overview – Student Tuition and Fee Rates (Academic Year 2010-2011)

Board member Westerberg introduced the agenda and explained the order of the meeting for the day. Matt Freeman of the Board office briefly discussed the materials in the Board agenda and clarified various points for the benefit of the Board. Following introductions, the representatives from the colleges and universities were invited to present their fee and tuition requests to the Board.

PRESENTATIONS – COLLEGES & UNIVERSITIES1. University of Idaho – Student Tuition and Fee Rates (Academic Year 2010-2011)

President Duane Nellis of the University of Idaho addressed the Board. He was joined by the ASUI Student Body President, Kelby Wilson, the Executive Director of Planning and Budget, Keith Ickes, the Provost and Executive Vice President, Ed Baker, and the Vice President for Finance and Administration, Lloyd Mues.

President Nellis reported that UI is proposing a 12% increase in fees. He spoke at length about the need to increase the student fee and tuition rates and the University of Idaho. He discussed the mission of UI as a land grant university and noted that the fee and tuition discussion is focused on that mission. Dr. Nellis pointed out that outreach, research, and quality education at an affordable price are the goals of the University. He reported that the University issues more degrees in science, technology, and math than any other institution in the state. He emphasized the seriousness of the University's financial situation and discussed the steps the University has taken to address the budget reductions. Dr. Nellis reiterated that while every effort has been made to continue operating in the most efficient and effective way possible, the proposed fee increase will allow UI to stabilize its financial situation and continue to move forward in the present economic climate.

Kelby Wilson spoke to the Board. He indicated that the Student Activity Fee Committee looked carefully at the Student Activity Fee and came to agreement as to which programs were important to maintain. Mr. Wilson noted that the students at UI understand the tough economic situation that Idaho is currently in, as well as the difficulties that the University is facing. The students support the proposed 12% full-time fee increase. He encouraged the Board to approve the increase in order to allow UI to continue to offer quality.

Board member Lewis asked about the University's net asset balances, reserve funds, and unrestricted funds, and the potential availability and usage of these funds. Mr. Ickes explained that those funds from those sources have been used already and so have the overall unencumbered reserves in order to address the holdbacks. It was pointed out that those funds are also being tapped to address the strategic initiatives at UI. It was emphasized that there are still available funds, but there is a risk that if too much is taken away, the University will be at risk.

Board member Lewis asked about the flow of funds from stimulus package and Dr. Nellis noted that the stimulus money is one-time. In regards to the increase in the cost of Room and Board, Lloyd Mues explained that the University operated several years with an under-valued program and adjustments had to be made. Mr. Luna asked about the possibility of using dedicated funds if legislative action freed them up. Dr. Nellis explained that the use of dedicated grant funds are strictly regulated by the federal, state, and private entities that issue them. They can't be used for other things.

Dr. Nellis indicated that UI has been strategic in approaching the issue of being able to provide students with financial aid to ensure accessibility. More distance learning education and outreach education opportunities are being offered in that regard. UI is very sensitive to accessibility and affordability. Institutional support and scholarship dollars are being used as well.

Dr. Nellis reiterated that the University of Idaho has a research mission. That mission requires more expensive curricula in order to deliver science, technology, and math. As the University is

making an effort to move in new directions it also operates five UI Centers in other parts of the state. During the discussion, it was pointed out that the Higher Education Price Index is used to calculate the cost of education and there are many factors that are considered, among them, the cost of research equipment, lab materials, and chemicals. Those types of things drive the cost of education up. Dr. Nellis noted that none of the fee increases will go towards salary increases.

Mr. Ickes indicated that an open forum had been held for the students to engage in the process. Also, the Student Fee Committee was very involved in the process. Dr. Nellis noted that UI follows the Board policies related to what goes into the athletic budget. He pointed out that the only way UI has been able to augment the athletic budget is through private giving. He noted that the athletic program does serve to draw people to the University. Mr. Mues explained that the athletic department is not close to the cap in terms of the Board policy and that the staff and faculty of the athletic department are also participating in the furloughs.

In terms of efficiencies, UI has recruited students into areas where there is room for them to enter programs and classes without having to add more teachers or classes. It is anticipated however, that as the freshman class enrollments increase, there will be a need to add some and classes and in some cases, some more instructors.

Mark Hoversten, Dean of the College of Art and Architecture (CAA), was invited forward to discuss the proposed changes in the College's professional fees. He explained that the College has proposed a structural reorganization of the College into a one-unit management structure. This new structure will allow for more flexibility in the delivery of integrated interdisciplinary teaching and research, and meet the call for more efficient management structures. The College proposes extending professional fees to all students in the College because they will all be enrolled in one administrative unit, although still pursuing unique majors. This request will unify the student fee structures in the College to correspond to the one-unit management structure and provide equity among all the students in the College. Students in CAA support this effort.

Ron Walters, Chair of the CAA Advisory Council spoke to the Board related to this proposal. He encouraged the Board to send a message of support by unifying the professional fees within the College of Art and Architecture.

Board member Terrell encouraged the Board to approve the request, noting that the request from the College of Art and Architecture is necessary to support the program. He pointed out that the directive by the Board that approved the re-establishment of the College of Art and Architecture in 2006 added the unfunded mandate costs of the college office. The brunt of this cost is born by the student professional fee. Dean Hoversten noted that currently, art and design students do not participate in funding the College office as do all other students in the College. The request by the College would change that.

Board President Agidius observed that the way the College is now structured makes this request appropriate. He also encouraged the Board to support the request. Board member Edmunds discussed the need for the Board to address the problem at a statewide level with an ongoing approach that can be applied in all situations. For that reason, he is not in favor of the motion. Board President Agidius agreed that the Board should look at the statewide policy, but encouraged the Board to approve the request that is before the Board today because the need is immediate.

Board member Lewis agreed with Board member Terrell in terms of the situation created as a

result of past decisions made by the Board related to the College of Art and Architecture. He also agreed with comments made by Board member Edmunds about looking at the statewide policy. He indicated that he is troubled by the situation that the Board helped to create by approving the re-establishment of the College.

Board member Westerberg noted that the Board has previously discussed taking a look at things done in other states in terms of professional fees. He reported that work is being done in that regard. He indicated that while this is a laudable request, he will vote against it because it sets precedence.

M/S (Terrell/Luna): To waive Board Policy V.R.3.b.iv. with respect to the imposition of a professional fee for all students in the University of Idaho College of Art & Architecture, and to approve the professional fee as requested. Motion PASSED 6 – 2 (Edmunds and Westerberg voted Nay).

2. Idaho State University – Student Tuition and Fee Rates (Academic Year 2010-2011)

President Art Vailas addressed the Board. He was joined by Dr. Linda Hatzenbuehler, Interim Associate Vice President for Health and Medical Education, James Fletcher, Vice President for Finance and Administration, and Ross Knight, Associated Student Body President.

Dr. Vailas reported that ISU is proposing a total full-time fee-increase of 9.9%. He explained the process ISU went through to come up with the requested fee and tuition increases. He noted that the University has taken significant steps already to improve in terms of efficiencies and marketability, and in meeting its mission and strategic goals. Dr. Vailas indicated that ISU has a high enrollment. In addition, ISU posted the highest graduate enrollment in the state.

Dr. Vailas pointed out that ISU has been innovative in dealing with the budget reductions and holdbacks. ISU used internal resources to set up an alliance between the regional public school superintendents and the University. The University reallocated more for student programs, reduced some adjunct faculty, cut back administrative overhead, and is looking at consolidation of administrative oversight.

Ross Knight spoke to the Board. He pointed out that he served on the Special Budget Consultation Committee representing the students. In that capacity he was able to examine budget records and documents, and review expenditures. He noted that ISU has been forced to be creative as well as timely in addressing the economic changes. Recruitment, retention, and affordability have been key areas of focus. Mr. Knight indicated that ISU has been restructured to ensure that resources are available for instruction. He noted that while he does not generally agree with tuition increases, he understands the need to ask for an increase.

Dr. Hatzenbuehler discussed the unique issues related to health and medical professions programs. She pointed out that accreditation requirements dictate adequate resources as prerequisites in these fields. Those requirements limit the flexibility of the University in terms of class size, adequate faculty, and general operations. Dr. Hatzenbuehler noted that the health and medical professions programs have a long history of charging professional fees. She indicated that ISU has more applicants than it can accept into the health programs. In the majority of cases, the class size must stay as is. In other cases the goal is to meet the demand by increasing the class size, increasing access through online programs, or increasing the number of sites where the programs are offered. Dr. Hatzenbuehler noted that ISU surveyed the students and the students understand the situation related to fee increases. Dr. Vailas indicated that the support ISU is getting from clinics and area hospitals and medical services is decreasing

due to the economic situation; this puts an additional burden on ISU.

James Fletcher spoke to the Board about the importance of putting the fee and budget discussions into context. He noted that ISU has made every effort to make reductions in every area, and to reset the cost base at the University. ISU has eliminated vacant positions. It used a financial task force to examine every line item of the budget and expense sheets to find more areas where costs could be cut. Only the critical needs have been kept and even in those areas there have been changes. Some examples include increasing parking rates and fees, cutting travel, putting a freeze on hiring, and eliminating international travel. Internal transformation has been undertaken to allow the University to move forward and accommodate increased enrollment. A new funding model is being pursued, but the effort is being made to minimize the impact to students.

Mr. Fletcher emphasized that student involvement is a key part of the fee increase decision making. This has ensured broad constituency involvement with the proposed increase of fees being discussed in terms of the whole University picture, and with absolute transparency. The effort has incorporated the Faculty Senate Budget Council recommendations. The President has reported back several times on the status of the University.

Mr. Fletcher noted that ISU set budget priorities. Those included preserving core faculty, avoiding additional layoffs, maintaining and enhancing student services, changing operations in the business and registrar offices, and not adversely impacting salary compensation. ISU has been able to carry out the maintenance needs of Turner Hall, has provided match support to the Promise Scholarships, and directed support to the services provided to veterans and other programs such as ISU Cares which is available to all students. He noted that there are other efforts underway that will reduce fees for students which include changes in the health insurance. ISU is also implementing an effort where students rent text books rather than purchasing them which will provide significant financial relief to students as well.

Mr. Fletcher explained that transformational change is a big theme at ISU. Transformation, however, is difficult to accomplish because structural impediments are significant. He explained that significant cost reduction plans are being considered including a performance-centered concept for all programs that will be used as a basis for reallocation. A strategic rebalancing of the enrollment to staffing levels is being carried out to ensure that it reflects the current needs and situation of the University. He reiterated that the budget process has been restructured and every decision is made on a sound business case view. The fee increase is needed to balance the budget.

Mr. Luna suggested that if ISU cuts salaries, it could reduce the amount it is asking for in fee increases. Mr. Fletcher pointed out that salaries are already over 20% lower than at peer institutions. Dr. Vailas respectfully disagreed with Mr. Luna's suggestion based on his own experience in other states. Dr. Vailas emphasized that ISU is already losing faculty. He also noted that cutting salaries won't address the efficiency and efficacy of the programs. It also impacts the ability to deliver student services. Dr. Hatzenbuehler noted that in terms of health professions faculty, ISU is already competing with the private sector.

Dr. Vailas explained again that ISU has chosen to restructure and reduce the overhead of the institution rather than sacrifice the quality of the education it hopes to offer its students. That is the reason ISU has not implemented furloughs. He emphasized again that ISU has made reductions in other areas and hopes to avoid having to do that. Mr. Fletcher and Dr. Vailas agreed that the fee increase is necessary to keep the operation at ISU going. Dr. Vailas indicated that ISU eliminated about 10 or 11 programs in the last holdback. It also eliminated 60

vacant positions and instituted 73 layoffs. Mr. Fletcher agreed that if there had been workload adjustment funds allocated this year ISU could have asked for a lower fee increase.

At this time the Board agreed to hear from a student who signed up to appear on the Open Forum.

OPEN FORUM

Jason Denizac of Boise State University spoke to the Board about tuition hikes. He indicated that he represents a newly formed organization called the Idaho Student Association which includes students from throughout the state who speak with one voice. Mr. Denizac recognized that while these are difficult times economically, students are being hurt by tuition hikes. He went on to remind the Board to focus on prioritizing in order to improve access to higher education, improve freshman retention, and make education more affordable. He emphasized that there are too few seats in the classrooms; and, there are too few teachers for the number of students they must teach and reach. He urged the Board to look at other ways to meet the needs of higher education and the students of Idaho other than raising the tuition and fees. He noted that the Idaho Student Association looks forward to working with the Board on the tough issues, and collaborate with the Board to improve the quality and accessibility of education in Idaho.

PRESENTATIONS (continued)

3. Boise State University – Student Tuition and Fee Rates (Academic Year 2010-2011)

President Robert Kustra addressed the Board. He noted that the real cost of a university degree has been heavily subsidized by state, federal and local governments. He pointed out that BSU has lost \$19 million in holdbacks over the last few years. He observed that it is difficult to implement an eight year plan with holdbacks and unexpected budget reductions. He indicated that Idaho's public universities rank among the lowest across the West in terms of tuition. Dr. Kustra noted that ranking was fine when there was a steady and substantial state appropriation, but it's not a good place to be when the flow of state, federal and local money dries up.

Dr. Kustra observed that BSU is a major lynch-pin in terms of economic recovery because of its location, mission, and size. He thanked Mr. Denizac for his comments and agreed that the students of Idaho deserve to have a quality education opportunity. He noted that it is imperative to also to continue to support the efforts of the University. Dr. Kustra indicated that BSU has a healthy research budget, and that money that comes into the institution through research grants flows into the local economy in other ways.

Dr. Kustra pointed out that 70% of BSU students receive financial aid. In addition, students in this part of the state have other options in terms of access and affordability, including attending the College of Western Idaho where the tuition is lower. He noted that last year BSU only asked for a 5% increase in tuition and fees. This year BSU needs to ask for an overall 8.96% fee increase for full-time undergraduate students.

Stacy Pearson, BSU Vice President for Finance and Administration, was introduced to provide an overview of the finances at BSU. Ms. Pearson discussed the positive impact that BSU students and alumni have on the economy. She noted that a college degree results in higher earnings and the primary goal of BSU is to help students complete that degree and do so in a timely manner. Ms. Pearson observed that tuition revenues are essential to cover the costs as state support has declined over 20 percent in the last three years.

Ms. Pearson reported that BSU has implemented several strategies to improve retention and timely graduation. One strategy BSU plans to implement is requiring eight fewer credits for graduation for some degrees (going from 128 to 120). She noted that, nationally, many other institutions already have done this. BSU also has articulation agreements with the community colleges. BSU has already established many ways to improve the student and teacher connection. Graduation rates for first-time, full-time students in four years, has increased over the past few years.

Ms. Pearson reiterated that a key retention strategy at BSU is to improve the academic profile of new freshmen and make sure they have a place to go. BSU has experienced a 13.5% student FTE growth over the last four years. BSU has \$938K unfunded occupancy costs that must be covered by BSU's budget. The net shortfall still needs to be covered. The tuition and fee increases will cover a portion of that shortfall, but the rest will need to be covered in other ways.

Guiding principles to address the budget situation include supporting the core functions, maintaining the capacity to serve students, linking decisions to BSU strategic plan, and identifying and implementing additional efficiencies where possible. Ms. Pearson pointed out that some programs have been discontinued. Also, personnel and budget reduction measures are being implemented including eliminating or not filling vacant positions, and looking at various furlough scenarios. Ms. Pearson reported that the process for requesting an increase in the tuition and fees included student involvement with public hearings. Recommendations were forwarded to President Kustra.

Trevor Grigg, Student Body President, spoke to the Board. He noted that while he is not in favor of increasing fees, he does understand the need. He emphasized that he values his education and will continue to do what is necessary to pay for it, and to have the services and programs available that make that education a quality experience with a positive outcome. He noted that students went line-by-line through the budget during the student activity fee discussions. Board member Atchley asked what students will do to make college available if the situation worsens. Mr. Grigg noted he will work more and apply for more federal aid. He understands the importance of getting an education and is willing to make the sacrifice.

Board member Lewis commended the students and the reduction in the student activity fee. To clarify, Ms. Pearson noted that goal of BSU has been to increase the full-time tuition and to get the part-time cost-per-credit hour into alignment with the full-time fee. She indicated that BSU has seen an increase in the number of full-time enrollments. Being in the third year of significant budget reductions enrollment growth has been difficult to manage. Cutting services would have a negative impact. And, while BSU has delayed hiring it has not implemented furloughs as yet. She noted that there have not been salary increases.

In terms of using reserve funds, Ms. Pearson emphasized that BSU is cognizant of the importance of having a strong reserve rating. She noted that in the past few years the balances in the reserves have come down. It is a challenge to manage the budget reductions and also maintain healthy reserves so that BSU can effectively operate. Dr. Kustra noted that in the future BSU may be to look towards endowments as a wave of reform. A substantial overhaul and strengthening of the foundations and endowments is essential to deal with what is happening and will happen with funding and tuition in the future.

Mr. Luna expressed concern about the hesitation to look at the funds allocated towards salaries. Dr. Sona Andrews pointed out that faculty have been asked to do significantly more over the last few years. Also, all of the institutions in Idaho compete nationally for faculty and the

competition is stiff. It was noted that none of the tuition increases would go to wages.

Mr. Luna asked if there has been any consideration about pursuing a three-year degree track. Dr. Kustra noted there are a number of states that have taken action towards this end. Dr. Kustra went on to point out that one issue that BSU, as a commuter university, faces is the embedded cultural mentality whereby students take a few classes now and then in the pursuit of an education. Not every student is working towards a degree. And, those who are may extend the time it takes to get a degree because of this approach.

Mr. Lewis noted that the university sector nationally may not have experienced the same kinds of cutbacks or budget constraints. Dr. Kustra pointed out that the higher education world is a diverse landscape. Each one is impacted by a variety of factors and no two are alike. There are states where there are significant cutbacks and others where huge taxes have been implemented and revenue enhancements have been implemented to subsidize education. The greatest challenge of some of the well-known land grant public research universities is that they are being raided of faculty by private universities.

4. Lewis-Clark State College – Student Tuition and Fee Rates (Academic Year 2010-2011)

President Dene Thomas addressed the Board. She introduced Provost and Vice President for Academic Affairs, Tony Fernandez, Vice President for Finance and Administration, Chet Herbst, and Clay Long, Student Body President.

Dr. Thomas agreed with the other institutions in terms of the pattern of decreasing state support for public higher education in Idaho over the past years. She observed that it is more noticeable when the state economy is in trouble, but the decrease in state support has occurred even in the good years. Dr. Thomas noted that LCSC is a growing institution with quality programs that is operating with efficiency. She pointed out that LCSC has a non-funded community college function. In addition, LCSC is the lowest cost four-year institution in Idaho and it is asking for the lowest percentage increase in that regard.

Clay Long spoke to the Board. He noted that the students of LCSC fully support the College's proposed fee increase. In addition to the student fee hearing, information was given to the student senate on a regular basis as to the status of the budget and the request. A resolution was passed in the student senate commending the administration of LCSC. He noted that the students recognize the difficult times LCSC is in and also recognize the value of their education.

Chet Herbst reiterated that LCSC has the lowest tuition rate of all the public four-year institutions in Idaho. He pointed out that the small school environment that allows for direct interaction is a plus. This environment makes it possible for students to enjoy a quality education in a more personal setting. Mr. Herbst noted that LCSC is more dependent on appropriated dollars than the sister universities and colleges in Idaho. He pointed out that over half of the LCSC budget relies on state appropriated funds. Mr. Herbst indicated that LCSC was rated by Lumina Foundation as the most affordable four-year college/university in Idaho.

As far as salaries, Mr. Herbst reported that LCSC has been trying to catch up for a number of years. As a result, LCSC is sustaining reduced salaries year-in and year-out instead of taking furloughs or making salary cuts. Mr. Herbst noted that there is a large gap in salaries paid at LCSC compared to the other institutions in Idaho. As far as reserves and how they are used, LCSC has little cushion to work with. Mr. Herbst reported that LCSC has experienced the highest growth rate of four-year institutions and it has been a steady increase over time. LCSC has lagged behind in getting funding for the growth received.

Mr. Herbst noted that LCSC also realizes very little from enrollment workforce adjustment. LCSC has other mandates it accepts proudly and works hard to achieve. The strategy at LCSC depends on state funding for construction to keep up with growth. LCSC has tried to hold ground to keep close to previous year's dollars despite enrollment growth. Last year LCSC reduced the operation tempo and went into the hole, though not to the extent of hurting the institution. It will have to continue that approach in FY 2011. Salaries and program expansion are on hold. LCSC is holding students harmless on occupancy costs and striving to preserve mission-critical programs, make vertical cuts, defer maintenance, and stabilize operations by drawing down reserves.

Dr. Thomas pointed out that LCSC's need exceeds 15%, but it is only requesting 8.75% in order to maintain access for the targeted student population. The fee increase will be applied across the board to all student categories. The requested increase will cover half of unfunded must-pays. The rest of what is needed will come from additional cuts and drawdown of reserves. Some of the must-pays include inflation (utilities, service contracts), capital equipment replacement, occupancy costs (immediate), and electrical and IT system bills.

5. Eastern Idaho Technical College – Student Tuition and Fee Rates (Academic Year 2010-2011)

President Burton Waite addressed the Board. He reported that the proposed 5.1% fee increase request was presented to both employee and staff groups on campus as well as to students. There was one open student hearing and not one student came to ask a question. EITC has implemented furloughs this current fiscal year, starting last July, and it applied to all employee groups. Mr. Waite pointed out that EITC is unique in that their funds come through the Division of Professional-Technical Education as an appropriation.

President Waite noted that in prior years EITC was protected to some degree as a result of the maintenance of effort requirement connected to federal Perkins Funds. The Perkins maintenance of effort was not met this year so there will be a negative fiscal impact on EITC. In addition, more Perkins funds will go to the College of Western Idaho this year which means EITC will receive fewer federal dollars. Thus, EITC will see reductions in both state and federal funds. Mr. Waite noted that EITC has positioned itself to operate in a fiscally responsible way. The 5.1% increase will allow EITC to continue to offer the kind of education students have come to expect in Idaho.

Mr. Robert Smart, Dean of Administration and Controller, discussed the EITC request. Mr. Smart indicated that the 5.1% increase is minimal considering the enrollment increases and the efforts already underway to reduce costs while meeting the demand. He asked the Board to support EITC's request.

In terms of enrollment increase, President Waite explained that as a professional-technical college there are advisory committees for each of the industries to advise EITC on the job market. Because of that, some programs have caps and any operating at full capacity. Mr. Waite explained that EITC does not want to saturate the job market or train people for jobs that aren't there. The goal is to continue to provide quality instruction that ensures student success and a meaningful level of employment for the greatest number of individuals possible.

BOARD DISCUSSION

The Board invited the Presidents to come forward and share their perspective on higher

education in terms of the long-term trend line. The Board also asked for suggestions about the direction the Board should consider taking and the funding model the Board should pursue if the economic situation does not improve soon.

Dr. Nellis indicated he remains optimistic about where Idaho will be in the next four-to-five years. UI will continue to look at ways to increase private funding, generate alternative revenue sources, and even do more recruiting of international students who pay full out-of-state fees. He noted that it takes time to develop those diversified portfolios. That is why Idaho needs to stabilize the state's investment so that the colleges and universities can plan on how to maintain affordability and accessibility.

Dr. Vailas echoed Dr. Nellis. He noted that the bigger question is how to continue the public mission when on a course of self-sustainability. The hope is that public funds will continue to be there for the infrastructure. He pointed out that each institution made it clear during its presentation the steps taken to hold off on doing anything about the infrastructure as a result of the reductions and holdbacks. The result is that the infrastructure continues to wear out, break down, and decay. He reminded the Board that the future cost to remedy that situation increases the longer repairs and maintenance is delayed.

Dr. Vailas also urged the Board to remember that it is necessary to deal with the elements of accountability and the delivery of education all the while noting that transformation will be required in the process. He suggested that there is a need to make legal reforms to allow institutions greater flexibility in efforts such as competitiveness with the private sector. Along this line, if institutions can set up an enterprise to create revenue they won't have to rely as much on government or the students. Dr. Vailas noted that the institutions and the Board may need to take political risks if they hope to effect change and that's not an easy thing to do.

Dr. Thomas shared that, in looking back to Idaho's Constitutional mandate, we see that the founding fathers saw that public education was a good thing and something that the public should pay for. The change of view from that time to now has been demonstrated over time, but the degree and rate of change has increased in recent years. She noted that there is declining public support for higher education because it is now viewed as a private benefit, and something that the private citizen should pay for. Dr. Thomas noted that as the state economy struggles, the legislature will be able to provide less money. There will be the need to do more with less, and sometimes to just do less. Idaho is seeing incremental changes in all of the public institutions. However, greater swings are occurring because of unexpected changes. In the future there will be more focus on distance learning.

Dr. Thomas shared the point that one sector that is doing well in this economy is private higher education. On the other hand, public higher education is suffering because it is a government funded institution. Dr. Thomas suggested that as institutions look at grants, private funds, and different ways of doing business, they must be as entrepreneurial as possible to balance things out. She noted that one of the legs of the stool will remain public support, and what the legislature does will always impact public education. In terms of the cost of education, Dr. Thomas pointed out that in looking at the technological and scientific developments, the Board and institutions must address how to keep up and stay relevant and current with those developments regardless of the economy; that is essential.

Dr. Kustra noted that one of the fundamental challenges Idaho faces is the way budgets are constructed in public higher education. The legislature often looks at public higher education as the place to take funds away from when the budget is tight. Dr. Kustra indicated that he thinks Idaho will get back to economic health because it is a conservative state in terms of the budget.

He suggested that Idaho's legislature would benefit for looking at how other conservative states, like Kentucky, have structured and funded public higher education. He noted that the commitment of the people of Kentucky and its government to public higher education is noteworthy.

In thinking of the future in Idaho, Dr. Kustra shared his belief that Idaho will come out of the decline slowly. He indicated that he doesn't see a deep seated commitment to public higher education in Idaho's legislature; it doesn't appear to view public higher education as a driver of economic health. On the other hand, other states, like Oregon, have taken deliberate steps and made difficult economic decisions to increase taxes in order to invest during this time of recession. He shared his belief that Idaho will continue to work towards the new business model of shifting the cost of public higher education away from the public and onto the private citizen. Because of that, the institutions will be back before the Board again asking for increases.

Board member Edmunds asked about quantity versus quality in terms of what is right for the state of Idaho. Dr. Vailas noted that if higher education is to lead to long term and sustained economic development, there has to be a balance between the two. You can't have one without the other.

Dr. Kustra wondered how much weight the Board should put on Idaho's per capital income and Idaho annual wages. The trap of comparing ourselves inside the boundary of the state is restrictive because our students are competing in the global economy and we can't lose sight of that fact.

Board member Edmunds indicated that the affordability of higher education in Idaho limits the number of students who are able to go to college. Dr. Kustra shared about a model that many of the states in the union currently use. It is called the Monetary Assistance Program (MAP program). Many states have their own statewide scholarship programs, programs much bigger than Idaho's Promise Scholarship program. Idaho doesn't have that kind of program, but if it did it would be of enormous benefit to the students and as a result to the state and the economy.

Dr. Nellis noted that another part of the equation is financial aid. The amount of aid that goes to students, whether through private or institutional support, off-sets what students are actually paying and is an important dimension to consider. Another dimension to look at is that the demand for education and the increase in enrollments demonstrate a desire for higher education even though Idaho has raised fees. Dr. Nellis shared that West Virginia has a statewide program where flat-rate tuition was applied to qualified students who committed to stay in-state. That program has had a dramatic impact in West Virginia.

Dr. Nellis agreed that the college-going-rate in Idaho is troublesome. He suggested that Idaho needs to start preparing and encouraging students at a much younger age to believe in the need for, and the importance of a higher education. As it is, some of the qualified students who would be able to get aid aren't even looking at college.

Board member Terrell observed that what the institutions are requesting is the ability to maintain the operation and to keep the tools in place, so that education is available. Without keeping the schools operating at the highest level possible, the future is bleak on many fronts. He reiterated that he wants to see the students benefit and they won't be able to benefit if the fees are not increased to keep things going.

Board member Westerberg noted his concern that approving a large tuition increase sends a message to the institutions that incremental change is enough. He suggested that the net goal

is to get more kids through school. Therefore, the cost needs to decrease not increase.

Mr. Luna pointed out that while Idaho enjoys a high graduation rate from high school, too many graduates do not go on to college. He emphasized that Idaho needs to work on that. Mr. Luna shared that in traveling through the state, he sees that students do recognize the importance of higher education, but many believe that the financial burden is prohibitive. He is concerned about the long-time trend of increases being made in terms of fees and tuition. He noted that there have been requests for tuition increases even when the economy was good. He agreed that the institutions have to be funded adequately. The issue is how to keep the institutions moving forward while, at the same time, not restricting opportunities for students who are struggling financially and may believe that higher education is unaffordable and inaccessible to them.

Board member Lewis agreed with comments from Mr. Westerberg and Mr. Luna. He observed that great care must be undertaken in making a decision. He thanked the institutions for all they are doing in these extraordinarily stressful times. He weighed in with the reminder of where the colleges and universities will be next year given the lag effect with government funding. He urged the Board and the institutions to think about changes and adjustments that need to be made. He noted that planning requirements may cause delays in the time it takes to effect the necessary changes. He encouraged the institutions to think ahead so they can comply with the time periods if the economy doesn't come back. He indicated that he agreed with the comments related to the lack of support for higher education in Idaho and noted that everyone needs to take responsibility to change that culture.

BOARD ACTION

1. University of Idaho

MOTION #1/S (Westerberg/Terrell): To approve the annual full-time resident student fee rates for FY 2011 for the University of Idaho at an overall increase of 12%, to include matriculation, facility, technology, and activity fees for a total dollar amount of \$5,524; and to approve the annual full-time student fee rate for nonresident tuition of 15% for a total dollar amount of \$11,592. Roll call vote; motion FAILED 4 - 4 (Agidius, Terrell, Soltman, and Atchley voted Yes).

Substitute Motion #1-Motion #1/S (Lewis/Westerberg)

To approve the annual full-time resident student fee rates for FY 2011 for the University of Idaho at an overall increase of 7.9% to include the matriculation, facility, technology, and activity fees for a total dollar amount of \$5,322.00; and to approve the annual full-time student fee rate for nonresident tuition of 15% for a total dollar amount of \$11,592.00. The institution shall have the discretion to allocate the increase between matriculation and fees as they deem appropriate. Roll call vote; motion FAILED 4 - 4 (Lewis, Luna, Westerberg, and Edmunds voted Yes).

Substitute Motion #2 – Motion #1/S Terrell/Westerberg

To approve the annual full-time resident student fee rates for FY 2011 for the University of Idaho at an overall increase of 9.5% to include the matriculation, facility, technology, and activity fees for a total dollar amount of \$5,402.00; and to approve the annual full-time student fee rate for nonresident tuition of 15% for a total dollar amount of \$11,592.00. The institution shall have the discretion to allocate the increase between matriculation and fees as they deem appropriate. Motion FAILED 1 - 7 (Westerberg voted Yes).

MOTION #2/S (Soltman/Terrell)

To approve the annual full-time resident student fee rates for FY 2011 for the University of Idaho at an overall increase of 9.7% to include the matriculation, facility, technology, and activity fees for a total dollar amount of \$5,412.00

Substitute Motion #1 – Motion #2/S Westerberg/Lewis)

To approve the annual full-time student fee rates for FY 2011 for the University of Idaho at an overall increase of 9.5% to include the matriculation, facility, technology, and activity fees for a total dollar amount of \$5,402.00 and to approve the annual full-time student fee rate for nonresident tuition of 15% for a total dollar amount of \$11,592.00. The institution shall have the discretion to allocate the increase between matriculation and fees as they deem appropriate. Motion PASSED 6 - 2 (Atchley and Edmunds voted Nay).

M/S (Westerberg/Soltman): To approve all other fees for FY 2011 for University of Idaho as contained in the UI Fees motion sheet as amended which will be made part of the written minutes. Motion PASSED unanimously.

2. Idaho State University

M/S (Westerberg/Soltman): To approve the annual full-time resident student fee rates for FY 2011 for Idaho State University at an overall increase of 9.5%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$5,440.00; and to approve the annual full-time student fee rate for nonresident tuition of 7.1% for a total dollar amount of \$10,500.

Substitute M/S (Lewis/Luna): To approve the annual full-time resident student fee rates for FY 2011 for Idaho State University at an overall increase of 9.0%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$5,416.00; and to approve the annual full-time student fee rate for nonresident tuition of 7.1% for a total dollar amount of \$10,500.00. Motion PASSED 7-1 (Edmunds voted Nay.)

M/S (Westerberg/Terrell): To approve all other fees for FY 2011 for Idaho State University as contained in the ISU Fees motion sheet as adjusted which will be made part of the written minutes. Motion PASSED 7-1 (Edmunds voted Nay).

3. Boise State University

M/S (Westerberg/Luna): To approve the annual full-time resident student fee rates for FY 2011 for Boise State University at an overall increase of 9.5%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$5,300.00; and to approve the annual full-time student fee rate for nonresident tuition of 5.0% for a total dollar amount of \$9,456.00. Motion PASSED 6-2 (Atchley and Edmunds voted Nay)

M/S (Westerberg/Soltman): To approve all other fees for FY 2011 for Boise State University as contained in the BSU Fees motion sheet as adjusted which will be made part of the written minutes. Motion PASSED 7-1 (Edmunds voted Nay).

4. Lewis-Clark State College

M/S (Westerberg/Terrell): To approve the annual full-time resident student fee rates for

FY 2011 for Lewis-Clark State College at an overall increase of 8.7%, to include tuition, facility, technology, and activity fees for a total dollar amount of \$4,998.00; and to approve the annual fulltime student fee rate for nonresident tuition of 8.8% for a total dollar amount of \$8,908.00. Motion PASSED 7-1 (Edmunds voted Nay)

M/S (Westerberg/Soltman): To approve all other fees for FY 2011 for Lewis-Clark State College as contained in the LCSC Fees motion sheet as adjusted which will be made part of the written minutes. Motion PASSED 7-1 (Edmunds voted Nay).

5. Eastern Idaho Technical College

M/S (Westerberg/Atchley): To approve the annual full-time resident student fee rates for FY 2011 for Eastern Idaho Technical College at an overall increase of 5.1%, to include professional-technical education, technology, and activity fees for a total dollar amount of \$1,840.00; and to approve the annual full-time student fee rate for nonresident tuition of 5.1 % for a total dollar amount of \$4,900.00. Motion PASSED unanimously.

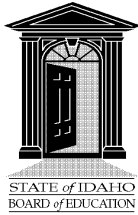
M/S (Westerberg/Edmunds): To approve all other fees, other than the annual full-time resident and nonresident student fee rates for FY 2011 for Eastern Idaho Technical College, as contained in the EITC Fees motion sheet as adjusted which will be made part of the written minutes. Motion PASSED unanimously.

It was clarified a number of times throughout the discussion that the fees are not just made up of the matriculation fees; additional fees that are received by the institutions as well.

OTHER BUSINESS

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

M/S (Terrell/Westerberg: To adjourn the meeting at 6:25 p.m. Motion PASSED unanimously.



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

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

A regularly scheduled meeting of the State Board of Education was held April 21-22, 2010 in Moscow, Idaho

Present:

Paul Agidius, President
Ken Edmunds, Secretary
Don Soltman

Richard Westerberg, Vice President
Emma Atchley
Milford Terrell

Rod Lewis
Superintendent

Tom Luna, State

The Board met at 4:00 p.m. on Wednesday, April 21, 2010 at the Best Western University Inn in Moscow, Idaho. All members were present.

M/S (Edmunds/Atchley): To amend the agenda to add an additional UI executive session item. The item was not included in the original posted agenda because the Board has just determined that it would be beneficial to conduct deliberations relating to the University's acquisition of an interest in real property not owned by a public agency and to discuss with its attorney documents related thereto that are exempt from disclosure as provided in title 3, chapter 9, Idaho Code. Also, to add an additional BSU executive session item. The item was not included in the original posted agenda because the Board has just determined that it would be beneficial to consider and discuss with its attorney documents that are exempt from disclosure as provided in title 3, chapter 9, Idaho Code. Motion carried unanimously.

EXECUTIVE SESSION

M/S (Edmunds/Soltman): To move into Executive Session to consider the following matters:

TAB 1. University of Idaho

- A) 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;
- B) A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(c) and (d) to conduct deliberations to acquire an interest in real property which is not owned by a public agency and for the purpose of considering documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code;

TAB 2. Boise State University

- A) 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;
- B) 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 3. Lewis-Clark State College

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.

A roll call vote was taken; motion carried unanimously.

During Executive Session the Board discussed and considered the following items:

- Under Tab 1, as Regents for the University of Idaho, Tab 1A, documents exempt from disclosure and a pending litigation matter; and Tab 1B, documents exempt from disclosure and the potential acquisition of an interest in real property not owned by a public agency.
- Under Tab 2, as Trustees for Boise State University, Tab 2A, documents exempt from disclosure; and Tab 2B, documents that are exempt from disclosure. NOTE: Board member Terrell recused himself and left during the discussion of Tab 2B.
- Under Tab 3, as Trustees for Lewis-Clark State College, the hiring of a public officer, employee, staff member or individual agent.

M/S (/Luna/Atchley): To go out of Executive Session at 6:00 p.m. Motion carried unanimously.

On Thursday, April 22, 2010, the Board convened for regular business at 8:40 a.m. in the Whitewater/Clearwater Room at the University of Idaho Commons in Moscow, Idaho. Board President Agidius called the meeting to order.

RECOGNITIONS

Board President Agidius briefly commented on several accomplishments by students and faculty members. He commended the institutions for creating the kind of learning environment that helps advance learning and success.

BOARDWORK1. Agenda Approval

M/S (Westerberg/Atchley): To amend the agenda to add an agenda item waiving Board Policy V.R.3.a.x., In-service Teacher Education Fee. The item was not included in the original posted agenda because it had not been determined at that time the need for the policy to be waived prior the Regular June meeting for institution planning purposes; and to move Consent agenda item TAB 7 – Public School Facilities Cooperative Public Funding Program – to the Regular Business Affairs and Human Resources agenda. Motion passed unanimously.

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

By unanimous consent, the Board also agreed to take up Tab five (5) of the Finance section of the Business Affairs and Human Resources agenda to a time earlier in the agenda.

2. Minutes Approval

M/S (Westerberg/Soltman): To approve the minutes from the February 17-18, 2010 Regular Board meeting as amended. Motion carried unanimously.

Board member Edmunds noted that the motion in the minutes of the last meeting related to the Accountability Oversight Committee (Item 2 on the Instruction, Research, and Student Affairs Committee agenda) needed to be corrected to clarify that Christine Donnell is appointed to the Accountability Oversight Committee for two years and appointed as Chair for one year, in keeping with the policies of the committee. **By unanimous consent the Board approved this clarification.**

3. Rolling Calendar

M/S (Westerberg/Soltman): 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. Motion passed unanimously.

It was noted that the meeting next year in April will be two full days, April 20 and 21. April 20 will be the fee setting meeting and the regular Board meeting will be held on April 21.

OPEN FORUM

Debbie Morris of Coeur d'Alene spoke to the Board about the need to protect children in public schools from unwanted expressions of behavior as well as reading material and words. She noted that the use of the freedom of speech requirement often takes away the rights of children to have a safe and protected learning environment. She explained that objectionable material is being taught to children under the guise of freedom of speech. She asked the Board to find out what is taught in our public schools to see if it is appropriate. State Superintendent Luna thanked Ms. Morris. He noted that decisions about reading and content material are made at local level, but he will discuss with Ms. Morris how to work with the local officials.

Heather Coy of Coeur d'Alene addressed the Board related to school accountability. She pointed out that there is confusion as to what works in Idaho. She noted that parents need a voice. She emphasized that the Board has the authority to enforce the established rules and guidelines. She asked who the local parents can talk to when the school officials fail to follow the rules.

Aileen Kohler of Hayden Lake addressed the Board related to schools of choice. She noted that local officials are considering converting the neighborhood schools into a magnet school. This action will essential eliminate any option for school choice. She wondered why local officials can make those decisions and others like them when they are not elected. She urged the Board to give parents a choice in these types of decisions.

Mary Jo Finney of Coeur d'Alene discussed access to education. She pointed out that parent involvement is essential to the success of students. She raised a concern about how parents can be involved when they are not kept informed by school officials. She pointed out that federal law allows for parents to be able to review instructional material. She indicated that Idaho doesn't have a complete listing of instruction material. She reminded the Board that this is an issue it needs to address.

Board member Terrell asked the presenters to forward their information to the Board so that the Board can take a closer look at the details. State Superintendent Luna will make sure those comments get forwarded to the Board.

Virginia High of Worley spoke to the Board about the possibility to keep the school building in Worley. She noted that the school board wants to build a new public school in Plummer. It will be costly. She pointed out that the Worley School could be renovated. She asked the Board to reconsider this matter.

ROBOTICS PRESENTATION

A robotics presentation was made to the Board by several North Idaho individuals associated with the North Idaho Discovery Association (NIDA). The presenters included: Dr. Lorna Finman, President of LCF Enterprises and the North Idaho Discovery Association; Karlicia Berry, Executive Director of Education Programs (NIDA); Brian Induni, Director of Marketing and Business (NIDA); Salatore Lorenzen, Post Falls High School instructor; and Blake Alfson, Lakeland High School student.

Dr. Finman explained that NIDA is a nonprofit organization that gives scholarships and grants to support and advance science, technology, engineering and math (STEM) opportunities. The organization helps students go onto college and also supports students in job preparation. NIDA is also involved in developing business coalitions and the building of a science corridor in the

northern part of Idaho. These efforts help increase the ability of students in these areas and also helps keep them in Idaho.

The presenters shared about activities that are taking place, and discussed the coalition between NIDA and other organizations like NASA, local high schools, and colleges. It was noted that Post Falls High School recently hosted the world's largest Lego Robotics tournament where students displayed their engineering, technology, creative, and team building skills. The students who participate in this robotics program are from K-8th grade.

Mr. Induni shared that NIDA touches students from every background and every level of ability. It has expanded to the point where it needs to find a home. They are considering a facility that will be funded by NIDA to be housed in the Rathdrum Creek Technology Corridor. This will be a high level teaching and training ground for students to help them excel in the fields of science, medicine, technology, math, and engineering prior to high school graduation.

It was noted that the NIDA robotics program is able to broaden its scope and focus on other areas including agriculture and mining. NIDA hopes to help the Board of Education to provide free resources to the schools. Dr. Finman encouraged the Board to look at how to help make that possible by making the robotics program an activity equal to sports, drama, forestry, etc., on the list of approved high school activities. She also encouraged the Board to incentivize teachers by giving them credit for participating in these afterschool STEM programs. She noted that these efforts would not impact budgets.

State Superintendent Luna indicated that the Department of Education does have some influence with the Idaho School Activities Association and he will work with staff to see what can be done. He will also look into giving credit to teachers.

By unanimous consent, the Board agreed to have Mr. Luna move in that direction on the behalf of the Board.

CONSENT AGENDA

M/S (Westerberg/Soltman): To approve the Consent Agenda as modified. Motion carried unanimously.

Item seven was moved to the regular Business Affairs and Human Resources agenda.

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

By unanimous consent, the Board approved 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.

2. BAHHR – Section I – Idaho State University – New Positions

By unanimous consent, the Board approved the request by Idaho State University for three (3) new positions (3.0 FTE) supported by local funds.

3. BAHHR – Section I – University of Idaho – New Positions and Reactivations of Positions

By unanimous consent, the Board approved 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.

4. BAHR – Section I – University of Idaho – Employment Agreement – Head Volleyball Coach

By unanimous consent, the Board approved 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.

5. BAHR – Section I – University of Idaho – Employment Agreement – Head Soccer Coach

By unanimous consent, the Board approved 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.

6. BAHR – Section II – University of Idaho – Amendment to Contract for Services – Fire Research and Management Exchange System (FRAMES)

By unanimous consent, the Board approved 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.

7. Moved to the regular BAHR agenda

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

By unanimous consent, the Board accepted the Northern Idaho Consortium for Higher Education (NICHE) Local Operations Committee Summary Report.

9. PPGAC – Alcohol Permits Issued by University Presidents

By unanimous consent, the Board accepted the report as submitted.

10. BAHR – Section I – Eastern Idaho Technical College – New Position

By unanimous consent, the Board approved the request by Eastern Idaho Technical College for the creation of one (1) position (1.0 FTE) supported by grant funds.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. University of Idaho Annual Report – Information Item

Dr. Duane Nellis reported to the Board. He thanked the Board members for the opportunity to lead the University of Idaho. He discussed the critical mission of UI as a land-grant university. He noted that the University has applied strategic management and planning concepts to accomplish its goal even during this time of economic challenges. Dr. Nellis explained that UI

continues to serve and engage Idaho's people statewide through extension services, business partnerships, and the involvement of key practices.

The University takes seriously its role as the people's university. UI has nationally recognized faculty and students and their accomplishments have brought positive recognition to the University. Dr. Nellis shared that the University of Idaho has been featured in the national media and also in high level publications related to the bold action it has taken to position itself for a new a better future.

Dr. Nellis reported that the University of Idaho is serving more students. It had a record fall enrollment and experienced additional growth in the spring. It has the highest graduation and retention rates in Idaho. The University continues to develop and strengthen community partnerships statewide as a key component of its immediate and future-focused success.

Dr. Nellis reported that UI will graduate its 100,000 student this year. He noted that UI leads its peers in a number of signature areas including natural resources, biomedical research, and in the number of national merit scholars. UI collaborates with other entities statewide to continue strengthening Idaho's economy through competitive research dollars.

The University of Idaho strategic plan for 2010 – 2015 is called Leading Idaho. It focuses on core principles, and looks at the next quantum leap for the University. It is tied to the standards of the NWCCU.

The Board thanked Dr. Nellis his report and the University for its hospitality.

2. Presidents' Council Report – Information Item

Dr. Dene Thomas reported that the most recent Presidents' Council meetings focused primarily on two subjects. One was the national concern about the percentage of students going to college and the number completing college. She pointed out that at Idaho plans to join with Complete College America to measure those numbers.

Dr. Thomas reported that the Presidents' Council also discussed student fees, furloughs, and tenth-day reports. She also noted that the credit-transfer issue was discussed again and it was determined that problems in that regard relate primarily to the lack of communication between the people at the institutions who have the information and the new people coming into their system. The institutions are taking steps to remedy that situation.

Dr. Thomas indicated that the Presidents' Council discussed the list of peer institutions provided by NCHEMS. It was decided that each institution will look over the list and then add three aspirational peers each. At the next meeting there will be further discussions.

3. Idaho Division of Professional-Technical Education Annual Report – Information Item

Ann Stephens of the Division of Professional-Technical Education (PTE) reported to the Board. Ms. Stephens discussed the strategic goals of PTE and the efforts that have taken place to meet those goals.

Under the goal of Quality, PTE focused on continuous improvement which included providing professional development opportunities to teachers and administrators, increasing technical math options, and adopting quality indicators for the technical college system.

Under the goal of Access, Ms. Stephens reported that PTE programs start in the 9th grade and provide students with portable, stackable credentials. These credentials include technical certificates, advanced technical certificates, and the Associate of Applied Science (AAS) degree. The AAS degree can be transferred to the Baccalaureate of Applied Science (BAS) degree if that is the goal of the student.

Under the goal of Accountability, Ms. Stephens noted that one way PTE defines success is by positive placement which includes getting a job, entering the military, or continuing on with further education. She pointed out that during FY 2009, 93% of technical college completers found jobs or continued their education. She reported that the go-to-college rate for PTE completers is 63% as compared to the 45.7% go-to-college rate of the general population.

The Board thanked Ms. Stephens for her report.

4. Accountability Presentation – Information Item

Selena Grace of the Board office discussed assessment and accountability in higher education. She referred the Board to the materials in the agenda for additional details and noted that this report is one of a series of reports that the Board has requested.

5. Complete College America Alliance Of State – Information Item

Selena Grace discussed the Complete College America Alliance (CCA), noting it is focused solely on dramatically increasing the nation's college completion rate through state policy changes. In addition, it is focused on building consensus for change among state leaders, higher education, and the national education policy community. Currently, there are 21 states participating, in CCA and Idaho is one of those states.

6. 2010 Legislative Update – Information Item

Mark Browning of the Board office briefly updated the Board on the 2010 Legislative session. He referred the Board to the agenda materials for more detailed information.

7. 2011 Legislative Agenda – Information Item

Mark Browning explained that at its 2009 June meeting the Board expressed a desire to have more lead time to review and plan for the next legislative session. In response, the Presidents' Council discussed several general topic ideas at its April 2010 meeting for the Board to consider. Those ideas include long-term fiscal sustainability, operational flexibility, and employee compensation benefits.

Board member Westerberg asked if there was a place holder for performance-based budgeting. Matt Freeman of the Board office explained that Board staff will work with each institution on that effort. He indicated it could be done through legislative intent language or through the appropriation made by the Board. Mike Rush, Executive Director of the Board, noted that the ideas presented to the Board at this meeting are the type of idea that need to go to the Governor's Office the first week in August for review and approval. The performance based budget language does not fall into that category.

Dr. Rush clarified that the ideas that go to the Governor's Office will to be discussed at the June Board meeting. Board President Agidius instructed the Board members to make sure to share their ideas with Board staff as soon as possible.

Board member Edmunds asked about ideas related to the funding formulas and whether the Board should be involved in that discussion. Mr. Luna noted that there is no specific plan by the Legislature or the Governor's Office to look at the current funding formula.

Board member Lewis asked if a plan had been developed to further encourage funding for higher education with the Legislature next year. He suggested that there be a concerted plan put into place to do this.

Board member Terrell suggested this type of discussion be saved for a work session discussion.

8. State Board of Education Strategic Plan

M/S (Terrell/Edmunds): To approve the 2011-2015 Idaho State Board of Education Strategic Plan and to direct staff to continue fine tuning the performance measures and set bench marks as needed. Final performance measures and benchmarks will come before the Board at the June meeting. Motion carried unanimously.

Board member Lewis asked about the process for fine tuning the performance measures. It was clarified that once performance measures have been completed they will come back to the Board for approval. Board member Westerberg commended the committee chairman and staff for the exceptional work that has been done. Board President Agidius agreed and thanked those involved.

Board member Edmunds asked if the things in the strategic plan are the priorities of the Board. Board member Terrell noted that is where some of the fine tuning comes in. He suggested that Board members can provide additional input and clarify the intent during a work session. He noted that the dialogue on these things will be ongoing.

Board member Lewis echoed Mr. Westerberg's commendation and noted that those who worked on this effort have tried to honor what has been provided to them. He agreed that there is still room for additional discussion and consideration as to what is truly important, and in order to make sure that the document is clear to those who read it as to what is expected. Mr. Terrell agreed and noted that budget constraints and the unknowns of the future will always be factors that have to be anticipated and considered at future times.

Board President Agidius pointed out that this is a start to listing long range goals. Dr. Rush explained that the plan being approved today will be submitted to DFM in July. He pointed out that as Board staff develops benchmarks, they may have to rework some of the performance measures. The performance measures will come back to the Board in June.

Board member Edmunds asked how the key benchmarks will be set. Mr. Terrell reiterated that this will be a priority effort by the work group. He explained that there is still a lot of discussion yet to come.

9. Institution and Agency Strategic Plans

M/S (Terrell/Soltman): To approve the 2011-2015 Institutions, Agency, and Special/Health Program Strategic Plans as submitted.

Substitute M/S (Westerberg/Atchley): To tentatively approve the 2011-2015 Institutions,

Agency, and Special/Health Program Strategic Plans, with final approval taking place at the June meeting. Motion carried 7-0 (Edmunds absent during the vote).

There was lengthy discussion as to whether or not to have the institutions and agencies present their plans at this time. Tracie Bent of the Board office noted that the Board staff has reviewed all of the strategic plans and they are in substantial compliance with the Board's strategic plan.

Board member Lewis clarified that mission statements and vision statements that are found in the institution and agency strategic plans are different from what the Board has articulated as statewide role and missions for each of the institutions. He encouraged the institutions to remember that distinction. It was noted that there will be time in May during the Board's retreat for discussing the mission statements.

The Board agreed that it would be acceptable to tentatively approve the strategic plans and to postpone the presentations until the meeting in June. Mr. Westerberg reiterated that the Board plans to discuss this in more detail in May. Ms. Bent offered to provide the Board members with the supporting documents that are part of the institution and agency presentations so they could review them prior to the meeting in May.

10. Boise State University – Morrison Center Resolution

M/S (Terrell/Soltman): To approve the new Morrison Center Resolution as submitted. Motion carried 7-0 (Edmunds absent during the vote).

AUDIT COMMITTEE

1. Idaho Public Television and Friends of Idaho Public Television, Inc. – Operating Agreement

M/S (Soltman/Atchley): 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. Motion carried 7-0 (Edmunds absent during the vote).

Board member Soltman presented this item and noted that the contract had been reviewed several times. He indicated that the contract before the Board is good, and that it has passed the legal muster of all involved.

BUSINESS AFFAIRS AND HUMAN RESOURCES

At this time the Board took up Tab 5 of Section II (Finance) on the agenda.

5. Boise State University – General Revenue Bonds Issuance – College of Business and Economics (COBE)

M/S (Westerberg/Lewis): 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 add to approve a Supplemental Resolution for the Series 2010A Bonds and 2010B Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$1,195,000 of General Revenue Bonds, Series 2010A and \$12,895,000 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.

And to direct staff to provide written notification of final Board approval to the Joint Finance and Appropriations Committee. A roll call vote was taken; motion carried 7-0 (Board member Terrell excused himself from the vote due to a conflict of interest).

Stacy Pearson of Boise State University presented this item. She explained the information on the bonds and noted that complete details are available in the Board materials. Due to a conflict of interest, Board member Terrell excused himself from the discussion and the vote on this item.

Section I – Human Resources

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

M/S (Westerberg/Lewis): To approve the request by Boise State University to enter into a new Employment Agreement with Chris Petersen as amended. Motion carried unanimously.

M/S (Westerberg/Lewis): 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.**

Motion carried unanimously.

Board member Westerberg presented this item. Dr. Bob Kustra, President of Boise State, and Kevin Satterlee, legal counsel for BSU, provided additional details. It was noted that none of the contract funding is from state appropriated funds. Mr. Satterlee shared a modification to the language of the contract and handed out copies to the Board for their review.

Dr. Kustra noted that employment agreement with Coach Chris Petersen is where it should be when compared to market place values. He pointed out that among the many reasons why Coach Petersen deserves this recognition is the fact that he plays a significant role in supporting and promoting the mission of BSU as a metropolitan research university of distinction. Coach Petersen also helps raise scholarship funds for academic programs as an individual. He exhibits a sincere caring and interest in the success of BSU, and also in the community and the state.

Board member Lewis recognized the accomplishments of Coach Petersen. He noted that though this is significant compensation, it is a reasonable number and Idaho is fortunate that Coach Petersen has agreed to continue in this position. Board member Lewis also commended Dr. Kustra and BSU for creating an environment that attracts and retains people of Coach Petersen's caliber.

2. University of Idaho – Faculty/Tenure Policy Changes

M/S (Westerberg/Terrell): To approve changes to University of Idaho policies on faculty

promotion and tenure as set forth in the materials submitted to the Board. Motion carried unanimously.

Board member Westerberg presented this item.

3. Amendment to Board Policy – Section II.G.6.i. – Tenure for Academic Administration – First Reading

M/S (Westerberg/Atchley): To approve the first reading of proposed amendments to Board Policy Section II.G.6.i, Tenure for Academic Administrators, as presented. Motion carried unanimously.

Board member Westerberg presented this item. He noted that it has been reviewed and vetted by CAAP.

Section II – Finance

At this time, the Board took up item 7 of the Consent agenda.

7. BAHF – Section II – Public School Facilities Cooperative Public Funding Program – Plummer Worley School District #44 – District Supervisor Report

Mr. Dave Teater briefly reported to the Board on the status of the project. Dr. Rush explained that Mr. Teater was asked by the Board to provide an initial report to the Board in person. In the future he will submit written reports and those will be forwarded to the Board on a regular basis.

1. Boise State University – Furniture, Fixtures, and Equipment Request – Center for Environmental Sciences and Economic Development (CESED)

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

Board member Westerberg presented this item.

2. Boise State University – Capital Project – Renovation and Remodel – Vivarium

M/S (Westerberg/Soltman): 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. Motion carried 7-0 (Board member Terrell excused himself from the vote due to a conflict of interest).

Board member Westerberg presented this item. Board member Terrell excused himself from the discussion and vote on this item due to a conflict of interest.

3. Boise State University – Capital Project – Locker Rooms Addition to Taco Bell Arena

M/S (Westerberg/Soltman): 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. Motion carried 7-0 (Board member Terrell

excused himself from the vote due to a conflict of interest).

Board member Westerberg presented this item. Stacy Pearson indicated that BSU will not complete the project until the full amount has come in through pledges, donations, and cash amounts.

Board member Terrell excused himself from discussion and vote on this item due to a possible conflict of interest.

4. Boise State University – Ground Lease Agreement – American Campus Communities

M/S (Westerberg/Edmunds): 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. Motion FAILED 7-0 (Board member Terrell excused himself from the vote due to a conflict of interest).

Board member Westerberg presented this item. Board President Agidius noted that input from Moody's clarified that debt related to privatized student housing will affect the credit position and debt capacity of the University. Stacy Pearson provided further clarification.

Board member Terrell excused himself from discussion and vote on this item due to a conflict of interest.

6. Boise State University – Naming/Memorializing Buildings and Facilities – College of Business and Economics (COBE)

M/S (Westerberg/Edmunds): To approve the request by Boise State University to name the new College of Business and Economics building the Micron Business Building in honor of the Micron Foundation's gift. Motion carried 7-0 (Board member Lewis excused himself from the vote due to a conflict of interest).

Board member Westerberg presented this item. It was clarified that the name of the building will be Micron Business Building. Board member Lewis excused himself from discussion and vote on this item due to a possible conflict of interest.

7. University of Idaho – Railroad Property Exchange Agreement

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

Board member Westerberg presented this item.

8. University of Idaho – Capital Project – Janssen Engineering Student Services Center Suite –

Renovations and Improvements

M/S (Westerberg/Soltman): 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 and to implement the planning and design phase of the project. Motion carried 7-0 (Board member Terrell excused himself from the vote due to a conflict of interest).

Board member Westerberg presented this item. Lloyd Mues of University of Idaho provided additional details and noted that this project will be constructed totally out of donations.

Board member Terrell excused himself from discussion and vote on this item due to a possible conflict of interest.

9. FY 2012 Line Items

M/S (Westerberg/Terrell): 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)**

Motion carried unanimously.

Board member Westerberg presented this item and noted that this is the direction provided by the Board to the agencies and institutions so they can begin preparing their FY 2012 budget requests.

Dr. Rush explained that the PTE item is listed because the Board has always treated that as the technical college workload adjustment. But, two years ago it was changed to a line item by LSO. Although the view of the Board is that it still should be a maintenance item, it is important that it be included in the budget request until the issue is resolved with LSO.

10. FY 2010 Appropriationsa. Information - Institutions & Agencies

Board member Westerberg presented this item. The 2010 legislature passed appropriation bills for the agencies and institutions of the Board. The table on Tab 10a, page 3, lists the FY 2011 appropriation bills related to the State Board of Education. Additional details for each appropriation are included in the Board's agenda materials.

b. College & Universities

M/S (Westerberg/Terrell): 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 of Tab 10b. Motion carried unanimously.

c. Community Colleges

M/S (Westerberg/Soltman): 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 of Tab 10c. Motion carried unanimously.

It was clarified that the College of Western Idaho received original seed money. The other institutions have base funding as well. In terms of how the funding will be evaluated as time goes forward, Cheryl Wright of CWI noted that the College doesn't have the ability to apply for capacity building until it has a three-year rolling average for capacity building. It will be another year before they can be included in that formula. Board member Lewis asked if it made sense for the Board to intervene and make a request that would reflect their current student population.

Matt Freeman of the Board office explained that the rolling average is a Board practice. The Board can waive that policy if they so choose. Dr. Rush pointed out that if the Board is looking at this as a line item request, something needs to be prepared and brought before the Board in June.

By unanimous consent, the Board directed staff to do so and bring it back to the June meeting.

d. Professional-Technical Education

M/S (Westerberg/Terrell): To approve the allocation of the FY 2011 legislative appropriation for the Division of Professional-Technical Education as presented on Pages 3-4 of Tab 10d. Motion carried unanimously.

e. Promise A Scholarship

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

f. Promise B Scholarship

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

It was clarified that this scholarship is for students attending college within Idaho.

g. Opportunity Scholarship

M/S (Westerberg/Terrell): To approve the maximum amount of the Idaho Opportunity Scholarship, to be \$3,000 per year (\$1,500/semester) for those applicants who are selected to receive or renew the Idaho Opportunity Scholarship for the Fiscal Year July 1,

2010-June 30, 2011. Motion carried unanimously.

It was clarified that this is primarily for renewals.

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

M/S (Westerberg/Atchley): 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 nonfederal aid as part of the student contribution. In cases where further clarification is needed to determine whether aid counts towards the student responsibility, the Board delegates to the Executive Director or his designee authority to make these determinations on its behalf. Motion carried unanimously.

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

M/S (Westerberg/Soltman): To approve the second reading of the amendment to Board Policy V.K., Construction Projects. Motion carried unanimously.

Board member Westerberg presented this item.

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

M/S (Westerberg/Atchley): To approve the second reading of the proposed amendment to Board Policy V.B. as submitted. Motion carried unanimously.

Board member Westerberg presented this item.

Board member Lewis asked about the due date for notifying JFAC and the Governor's office related to occupancy costs. He suggested that the penalty not be quite as severe as to lockout the institution permanently. It was clarified that this point was emphasized by the JFAC chairs at the meeting that was held with them. Dr. Rush explained that this is a process agreement; it's not in statute so there always an option to beg forgiveness. The emphasis is on improving the process and the notice. Board member Lewis recommended further discussion with JFAC on this matter.

13. Student Health Insurance Contract

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

Board member Westerberg presented this item. Bill Burns from the Division of Purchasing for the State of Idaho discussed the student health insurance program. He noted that this year, as they worked with the universities and colleges, it was determined they wanted to work as a

consortium. A method called best value procurement was used. He provided information about that process.

Mr. Burns pointed out that this is a three year contract with seven one-year renewals, subject to mutual agreement between the parties. The consortium includes BSU, ISU, and LCSC. This effort creates an effective solution for the universities. It reduces the institutions administrative costs and increases student satisfaction. Mr. Burns explained that this effort leveraged the buying power of the universities because they are working as one group for the benefit of the whole. It was noted that there is a public agency clause in the contract if another institution wants to join.

By unanimous consent, the Board agreed to take up 1 of the IRSA Agenda.

1. i-STEM Presentation – Information item

Melinda Harrison was introduced to discuss i-STEM. She reported that the focus of i-STEM is to advance STEM (Science, Technology, Engineering, and Math) in Idaho through a collaborative effort with other stakeholders. The stakeholder group agreed on the necessity to provide resources that help students develop the understanding and skills needed to participate, contribute, and compete in the workforce. It was determined that resource and development centers should be established statewide, one in each of the six regions. These resource centers would provide physical resources to teachers in their classrooms to teach these interdisciplinary programs. They would also provide virtual resources to the teachers and also professional development opportunities for teachers to learn how to incorporate STEM core content into the curriculum they teach.

This summer, two i-STEM teacher academies will be offered; one at North Idaho College and another at the College of Southern Idaho. All the teachers who attend will be provided materials to take back into the classroom. Ms. Harrison noted that progress has been made possible because all the partners involved are interested in seeing changes made.

State Superintendent Luna complemented the INL for their participation and leadership in pulling these projects together.

At this time the Board returned to the BAHF Finance Agenda

14. American Recovery and Reinvestment Act – State Fiscal Stabilization Fund and Education Reform Assurances – Information Item

Board member Westerberg presented this information item. Matt Freeman pointed out that when the Governor accepted the federal stimulus money, he made certain assurances. One of them involved the creation of the longitudinal data system. Mr. Freeman explained that even if the funds are provided to create the system, it will be hard to meet the timeline and the due date. This is an issue the Board staff is working to resolve.

15. Idaho State University – Administrative Cost Reductions

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

Board member Westerberg presented this item. Jim Fletcher of Idaho State University provided background information and noted that one of the objectives in ISU's budget reduction plan is to implement aggressive transformational change which includes reducing administrative costs and better managing available resources. This aggressive effort involves changes in structure of ISU as well.

Mr. Fletcher explained that three main task forces were appointed to address the issue of efficient use of resources. A fourth task force was appointed to review overlapping issues. The task forces worked from November 2009 to February 2010. Mr. Fletcher indicated that several hearings and a public forum were held. Also a video of the public forum was posted on the internet for those unable to attend. The task force reports and recommendations were also posted on the internet. A plan was submitted to the President.

Mr. Fletcher reported that 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.

Mr. Fletcher pointed out that the new organizational structure will not impact degrees and scheduling, but will provide lower administrative costs and more self-governance for the faculty. He indicated that nationally, a number of other universities have reorganized in similar ways to achieve similar advantages. Significant annual administrative cost reduction savings of about \$900,000 will be achieved from implementing this new structure.

Board member Edmunds noted that the Board had received a letter from the Engineering Advisory Council expressing concerns. Idaho State University President, Dr. Art Vailas explained that in the case of Engineering, an external review was conducted. Based on the review and based on the fact that the College had only 20 people, there were a number of accreditation issues that needed to be addressed. Dr. Vailas indicated that ISU had the choice to either close down the College altogether or to look at a way to collaborate with other programs. He noted that no degrees are being changed and the faculty will remain. He has encouraged the faculty to give this approach time to work. Dr. Vailas explained that he is confident this will strengthen engineering, not weaken it.

State Superintendent Luna noted that the letter from the advisory council expressed concerns about the growth of the College of Engineering. Dr. Vailas indicated that he anticipates that student and program delivery will increase because it opens the doors for other sciences to contribute their curriculum. Some of this has already happened. He noted that if Engineering is left as is, it will lose its ability to grow. This structure will focus on shared resources.

Tracie Bent of the Board office explained that in Board policy there is a process that outlines the creation or the removal of academic units. She explained that this reorganization proposal entails doing both at the same time. If policy isn't waived, the process would entail going through the full Notice of Intent process which is lengthy. Dr. Vailas indicated that this effort has been underway for some time. He explained that as ISU reorganizes, it is also downsizing.

Dr. Vailas explained again the approach used at ISU is based on the President's authority to address the fiscal situation. He has openly stated the problem to everyone at the University. Dr. Vailas pointed out that as President, he chose to use the process of using task forces to study the problem, which is a standard approach. He noted that the experts gathered input from the various constituents and made recommendations. He clarified that it is not the intent of the

University to add programs or expand the Health Professions programs. This is a reorganization of the current programs which includes consolidation of programs. Dr. Vailas pointed out that any kind of expansion of any program would come before the Board.

Board member Terrell raised a question about the possibility of moving the technical programs out of ISU to EITC. Dr. Vailas indicated that many large universities have technology colleges embedded within them. The College of Technology at ISU is productive and has various partnerships and interconnectivity with the workforce and technology businesses in the region, such as the INL. These relationships provide distinct advantages to the students at ISU. They allow them to have greater access and also potential for future expansion.

Board member Terrell requested a list of universities with similar types of programs and infrastructure. Dr. Vailas agreed to forward those to Mr. Terrell.

16. Waiver of Board Policy V.R. – Establishment of Fees

M/S (Westerberg/Terrell): To approve the waiver of Board Policy Section V.R.3.a.x., for the summer of 2010. Motion carried unanimously.

Board member Westerberg presented this item.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

1. Moved further up on the agenda

2. College of Western Idaho – Request for Approval of General Education Degrees

M/S (Edmunds/Lewis): 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. Motion carried unanimously.

Board member Edmunds presented this item.

3. College of Western Idaho – Request for Approval of Termination of Designated Professional-Technical Education Programs

M/S (Edmunds/Lewis): 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. Motion carried unanimously.

Board member Edmunds presented this item. He noted these are programs that have no students in them.

4. Idaho State University – Approval of Full Proposal: New Doctoral Program – Ph.D., Microbiology

M/S (Edmunds/Westerberg): To approve the request by Idaho State University to implement the Ph.D. in Microbiology. Motion carried 6-2 (Soltman and Agidius voted Nay).

Board member Edmunds presented this item. He noted that it had been vetted in CAAP. Gary

Olson of Idaho State University reported that this is a specialty field within Biology and will make it possible to put on the transcript the work the student has actually done. He indicated that no additional dollars are needed. It was clarified several times that ISU is already offering the coursework under the broader name of Biology. There is no duplication because its area of emphasis is one that is not offered elsewhere in the state. This is also consistent with ISU's eight-year plan.

Provost Doug Baker of the University of Idaho was asked about the concern UI had with this proposal. He explained that the issue had to do with the number size of the faculty and ISU's ability to support the program. He noted that UI was not concerned about competition because at this level students come from the national level.

Board member Terrell raised a concern that a segment of this program may be moved to western Idaho. Dr. Vailas indicated that this degree will be delivered in Pocatello. Dr. Olson reiterated that this degree will reflect the studies the student has pursued already. He explained that the course work that is currently being offered at ISU has been available for many years. It is a process that has evolved over the years as the sciences have advanced and specialized.

Board member Lewis noted that duplication needs to be looked at with the right perspective because there are instances where it is appropriate. He pointed out that ISU's mission is to provide health professions and biological or physical sciences. If the Board has concerns about the programs being offered in the Treasure Valley, the Board staff should review the ISU programs in the Treasure Valley to make sure the correct procedures were followed in bringing those programs into this area. Board member Lewis pointed out that the eight-year plans are intended to give the Board the information necessary to understand the future intentions of the institutions. It is up to the Board to know what is in those plans.

Dr. Olson explained that Biology is a wide field that includes many areas of study. There has been an evolution as the climate has changed. Dr. Vailas agreed that science morphs very quickly. He explained that the Biology field at ISU, through its partnerships with INL, has changed. He suggested that it is important to encourage the institutions to grow.

5. University of Idaho – Approval of Notice of Intent: College of Natural Resources – Administrative Reorganization of College Departments

M/S (Edmunds/Terrell): 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. Motion carried unanimously.

Provost Doug Baker discussed the steps that the University has undertaken over the past two years to restructure and reconfigure departments in order to streamline its management structure. This is one of the steps in that process.

6. University of Idaho – Approval of Notice of Intent: College of Art and Architecture – Administrative Reorganization of College Departments

M/S (Edmunds/Terrell): 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. Motion carried unanimously.

Board member Edmunds presented this item.

7. Rural Physicians Incentive Program Awards – Information Item

Board member Edmunds presented this item. He noted that awards went to eligible physicians with the understanding that they will be required to renew their application showing continuing eligibility each year.

8. Statewide Strategic Plan for Higher Education Research – Information Item

Board member Edmunds presented this item. Dr. John McIver was introduced to provide additional details. He is the Vice President of Research at the University of Idaho. Dr. McIver noted that the intent of this effort is to raise the stature of the universities in the area of research, to enhance opportunities for greater external funding, to work more collaboratively with the other research departments, and to build on strengths to achieve the research vision for Idaho's universities. He briefly discussed the plan and indicated that it will come before the Board in June.

9. Recommendation for FY 2011 HERC Budget – Information Item

Board member Edmunds presented this item. He provided the background to the revisions that are being proposed to the Board's policy on Higher Education Research.

10. First Reading – Proposed Amendments to Board Policy III.W., Higher Education Research

M/S (Edmunds/Atchley): To approve the first reading of proposed amendments to Board Policy III.W. Higher Education Research to include the restructure of HERC. Motion carried unanimously.

11. First Reading, New Board Policy III.A.B., Rural Physicians Incentive Program Committee

M/S (Edmunds/Terrell): To approve the First Reading of new proposed Board Policy III.A.B., Idaho Rural Physician Incentive Program Oversight Committee as presented. Motion carried unanimously.

12. First Reading, Proposed Addition to Board Policy III.P., Students

M/S (Edmunds/Luna): To approve the first reading of the proposed addition to Board Policy III.P., Students. Motion carried unanimously.

13. Second Reading, New Board Policy III., A.A., Accountability Oversight Committee

M/S (Edmunds/Atchley): To approve the second reading of Board Policy III. AA., Accountability Oversight Committee as submitted.

Substitute Motion/S (Lewis/Westerberg): To approve the second reading of Board Policy III. AA., Accountability Oversight Committee as submitted with the amendment in such policy to read as follows under section 4. Bullet 3: "Four members recommended by the Governor and appointed by the Board, one of whom will chair the committee, who shall serve as Chairman for a term of one year." Motion carried unanimously.

Board member Edmunds presented this item. It was clarified that the Chair serves a one year-term as Chair.

DEPARTMENT OF EDUCATION1. Superintendent's Update

State Superintendent Luna indicated that in the interest of time he will wait until June to provide an update to the Board.

2. School District Property Alteration – Meridian and Kuna

M/S (Luna/Terrell): To not accept the findings and conclusions in the recommended order issued by the hearing officer and to approve the excision and annexation of property from the Kuna School District to the Meridian Joint School District.

Substitute M/S (Luna/Terrell). To not accept the findings and conclusions in the recommended order issued by the hearing officer and to approve the excision and annexation of property from the Kuna School District to the Meridian Joint School District. The Board finds that there are errors in the hearing officer's report including the number of acres proposed, which is eight (8) acres, not sixty-four (63). Further, the Board concludes that it is in the best interest of the children to approve the proposal because the proposed boundaries follow logical divisions and should not separate families. Motion carried unanimously.

Mr. Luna presented this item. He noted that the recommendation from the investigator was to not approve this. However, additional information came to light that was not in the report. In retrospect it is clear this change would be in the best interest of the students.

3. School District Property Alteration – Plummer/Worley and Coeur d'Alene

M/S (Terrell/Atchley): 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. Motion carried unanimously.

4. School District Property Correction – West Bonner and Lakeland

M/S (Terrell/Soltman): To approve the correction of the boundary legal description between the West Bonner County Joint School District to the Lakeland School District. Motion carried unanimously.

5. Idaho Content Standards for Science – Information Item

Mr. Luna presented this item. He noted that the Department reviews standards on a regular basis. A committee has reviewed the science standards and it was determined that no changes were necessary

6. Proposed Rule – IDAPA 08.02.03.004 – Rules Governing Thoroughness – Incorporated by Reference – Content Standards6a. Revision of Information – Communication and Technology Standards

M/S (Terrell/Luna): To approve the Idaho Content Standards for Information and Communication Technology as submitted. Motion carried unanimously.

M/S (Terrell/Lewis): 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. Motion carried unanimously.

6b . Revision of Math Standards – Common Core

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

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

6c. Revision of English Language Arts Standards – Common Core

M/S (Terrell/Lewis): To approve the Idaho Content Standards for English Language Arts as submitted. Motion carried unanimously.

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

7. Proposed Rule – IDAPA 08.02.02.018 – Rules Governing Uniformity – Standard Elementary Certificate

M/S (Luna/Edmunds): To approve the proposed rule change to IDAPA 08.02.02.018, Rules Governing Uniformity – Standard Elementary Certificate. Motion carried unanimously.

8. Appointments to the Professional Standards Commission

M/S (Luna/Edmunds): To approve Esther Henry as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years, representing secondary classroom teachers. Motion carried unanimously.

M/S (Luna/Atchley): To approve Shelly Rose as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years, representing school counselors. Motion carried unanimously.

M/S (Luna/Edmunds): To approve Kelly Leighton as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years, representing exceptional child education. Motion carried unanimously.

M/S (Luna/Lewis): To approve Mikki Nuckols as a member of the Professional Standards Commission effective July 1, 2010 for a term of three years, representing secondary classroom teachers. Motion carried unanimously.

9. George Fox University – Master of Arts in Teaching – Focused Review Team Report

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

Board member Lewis asked for clarification as to the Board's responsibility to George Fox University. Dr. Rush explained that 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. The acceptance of the review team's report provides for that.

10. Idaho Department of Correction – Robert Janss School Waiver Request

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

At this time, the Board took up the election of officers for the Board of Education to serve for the 2010-2011 year

ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION

M/S (Edmunds/Luna): To appoint Richard Westerberg as President of the Board of Education for the coming term. Motion carried 7-0 (Westerberg did not vote).

M/S (Lewis/Soltman): To appoint Ken Edmunds as the Vice President of the Board for the coming term. Motion carried 7-0 (Edmunds did not vote).

M/S (Terrell/Luna): To appoint Don Soltman as the Secretary for the Board for the coming term. Motion carried 7-0 (Soltman did not vote).

The Board members thanked Paul Agidius for his work this past year as President.

OTHER BUSINESS

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

M/S (Terrell/Soltman): To adjourn the meeting at 6:10 p.m. Motion carried unanimously.



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION
April 27, 2010
Special Teleconference Meeting
Boise, ID**

A special teleconference meeting of the State Board of Education was held April 27, 2010. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 11:05 a.m. A roll call of participants was taken.

Present:

Richard Westerberg, President

Ken Edmunds, Vice President

Don Soltman, Secretary
Milford Terrell
Superintendent

Paul Agidius
Tom Luna, State

Absent:

Emma Atchley
Rod Lewis

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. University of Idaho - Request for Approval of Settlement Agreement

M/S (Terrell/Agidius): To approve the settlement considered by the Board in executive session and to authorize University of Idaho to sign all necessary settlement documents. Motion carried unanimously.

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

M/S (Terrell/Luna): To adjourn at 11:10 Terrell/Agidius. Motion carried unanimously.

**CONSENT AGENDA
JUNE 17, 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 & Changes to Positions	Motion to approve
3	BAHR-SECTION I UNIVERSITY OF IDAHO Reactivations of Positions	Motion to approve
4	BAHR-SECTION I LEWIS CLARK-STATE COLLEGE Deletion of Position	Motion to approve
5	BAHR-SECTION II ATHLETICS ACTUAL, FORECAST & BUDGET REPORTS	Motion to approve
6	BAHR-SECTION II – FY 2011 OPERATING BUDGETS	Motion to approve
7	IRSA – QUARTERLY REPORTS TO THE EXECUTIVE DIRECTOR	Motion to approve
8	PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS	Motion to approve

CONSENT AGENDA
JUNE 17, 2010

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CONSENT AGENDA
JUNE 17, 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 one (1) faculty position (1.0 FTE) supported by local funds.
- Establish three (3) professional staff positions (3.0 FTE) supported by appropriated funds, and establish one (1) professional staff position (1.0 FTE) supported by local funds.
- Establish two (2) classified staff positions (2.0 FTE) supported by local funds.
- Increase the term for one (1) professional staff position (1.0 FTE) supported by appropriated funds, and increase the term for one (1) professional staff position (1.0 FTE) supported by local funds.
- Increase the term for two (2) classified staff positions (2.0 FTE) supported by appropriated funds.
- Decrease the term for one (1) professional staff position (.75 FTE) supported by local funds.
- Decrease the term for one (1) classified staff position (.60 FTE) supported by local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University for seven (7) new positions (7.0 FTE), increase the term of four (4) positions (4.0 FTE) and decrease the terms of two (2) positions (1.35 FTE), supported by appropriated and local funds.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
JUNE 17, 2010

NEW POSITIONS

Position Title	Distinguished Professor of Cognitive Evolution
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	\$150,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Division of Research
Duties and Responsibilities	Provide instruction for students in multiple academic departments, conduct research in creative or scholarly work, and participate in community service activities.
Justification of Position	The University has a Memorandum of Agreement with Keynetic's Inc. to pay salary for five years. Local funds will fund salary after five years.

Position Title	Security Analyst, Senior
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	\$64,600
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Office of Information Technology - Enterprise Application Systems
Duties and Responsibilities	Manage PeopleSoft Application security related to user access, security setup and documentation.
Justification of Position	Position needed to cover workload and oversight due to recent changes in campus processes, federal regulations and row-level system security.

**CONSENT AGENDA
JUNE 17, 2010**

Position Title	Manager, Operations
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	\$51,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Manage budgeting/fiscal, human resource, information technology and staffing operations for University Advancement.
Justification of Position	Position that previously performed these functions was transferred to the University Foundation. University Advancement duties remain unfulfilled.

Position Title	Web Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	\$40,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Printing and Graphic Services
Duties and Responsibilities	Perform application development, production support and general expertise for cross media applications such as web, email, and short message services.
Justification of Position	Position required to support new hardware and software technology to address trends that provide for strategic development of multi-channel communication campaigns.

CONSENT AGENDA
JUNE 17, 2010

Position Title	Management Assistant
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	\$30,805
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Biomolecular Research Center
Duties and Responsibilities	Perform financial, operational and assessment support for Biomolecular Research Center.
Justification of Position	Additional position needed to help manage the growing administrative and day-to-day fiscal program responsibilities.

Position Title	Custodian
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	\$18,720
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Campus Recreation
Duties and Responsibilities	Perform heavy-duty commercial cleaning and related maintenance work.
Justification of Position	Addition of the Aquatic Complex requires increased facility-support staff.

CONSENT AGENDA
JUNE 17, 2010

Position Title	Senior IT Business Analyst
Type of Position	Non-classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	8/1/2010
Salary Range	\$56,200 to \$64,600
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	Institutional Analysis, Assessment and Reporting
Duties and Responsibilities	Planning, design and implementation of a statewide postsecondary longitudinal data system. Position would be on loan to the State Board of Education.
Justification of Position	The State's acceptance of American Recovery Reinvestment Act State Fiscal Stabilization Funds was contingent upon meeting certain assurances, one of which was that the State will establish a longitudinal data system to include certain defined elements. The State was unsuccessful in applying for a federal grant in support of this effort. This position is critical to helping the State achieve this mandate by the federal government.

CONSENT AGENDA
JUNE 17, 2010

CHANGE IN POSITIONS

Position Title	Grants Accountant
Type of Position	Professional
FTE	Change from .80 FTE to 1.0 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	Change from \$37,122 to \$41,247
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Biological Sciences
Duties and Responsibilities	Provide grants/contracts accounting and administration.
Justification of Position	A full-time position is required to meet the needs of department principal investigators in an efficient and timely manner.

Position Title	Assistant Production Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	Change from 10 Months to 11 Months
Effective Date	6/27/2010
Salary Range	Change from \$28,767 to \$31,655
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Morrison Center for the Performing Arts
Duties and Responsibilities	Assist with maintenance, design, and arrangement of complex facility sound, lighting and stage systems and equipment.
Justification of Position	Additional time during the summer months needed for system and facility maintenance projects and seasonal backstage work.

**CONSENT AGENDA
JUNE 17, 2010**

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	Change from 10 Months to 11 Months
Effective Date	6/27/2010
Salary Range	Change from \$24,106 to \$26,526
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Sociology Department
Duties and Responsibilities	Provide administrative support for academic department.
Justification of Position	Enrollment growth in summer programs and expanding research mission require presence of administrative support during summer months.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	Change from 10 Months to 11 Months
Effective Date	6/27/2010
Salary Range	Change from \$27,052 to \$29,768
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Anthropology Department
Duties and Responsibilities	Provide administrative support for academic department.
Justification of Position	Implementation of a new Master's program, development of Archaeology field school programs, and increased production of publications require additional administrative support.

CONSENT AGENDA
JUNE 17, 2010

Position Title	Trade and Art Supply Buyer
Type of Position	Professional
FTE	Change from 1.0 FTE to .75 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	Change from \$37,076 to \$27,815
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Bookstore
Duties and Responsibilities	Responsible for the selection, purchase and resale of trade, technical and mass-market books, and office, academic and laboratory supplies.
Justification of Position	Employee voluntarily reduced hours last fiscal year. The department has been able to sustain required service levels and has determined that this change should become permanent.

Position Title	Graphic Design Specialist
Type of Position	Classified
FTE	Change from 1.0 FTE to .60 FTE
Term of Appointment	12 Months
Effective Date	6/27/2010
Salary Range	Change from \$29,536 to \$17,722
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Printing and Graphic Services
Duties and Responsibilities	Design and prepare print-ready graphic art work; consult with customers on graphic design needs.
Justification of Position	Graphic design service requests for printing applications have declined.

CONSENT AGENDA
JUNE 17, 2010

IDAHO STATE UNIVERSITY

SUBJECT

New positions and changes in positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests approval to:

- Create three (3) new faculty positions (3.0 FTE) supported by student program fees.
- Create one (1) new classified staff position (1.0 FTE) supported by student program fees.
- Increase the FTE on one faculty position (1.0 FTE) supported by student program fees.
- Increase the FTE on one professional 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

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for three (3) new faculty positions (3.0 FTE), one new classified position (1.0 FTE), increase the FTE on one faculty position (1.0 FTE), and increase the FTE on one professional staff position (1.0 FTE), all supported by student program fees or local funds.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA
JUNE 17, 2010

NEW POSITIONS

Position Title	Clinical Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	August 16, 2010
Salary Range	\$61,318.00
Funding Source	Local Funds
New or Reallocation	New – from student program fees
Area/Department of Assignment	Communication Sciences & Disorders, and Education of the Deaf
Duties and Responsibilities	Develop and coordinate clinical practicum opportunities for online students (includes summers on campus), teach undergraduate online classes for the online Pre-Professional Program, participate in department activities, and take part in professionally related service.
Justification of Position	To provide additional clinical faculty support for the online Pre-Professional Program and the new online Master's in Speech Language Pathology.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 16, 2010
Salary Range	\$56,000.00
Funding Source	Local Funds
New or Reallocation	New – from student program fees
Area/Department of Assignment	Communication Sciences & Disorders, and Education of the Deaf
Duties and Responsibilities	Teach online graduate courses in Speech Language Pathology; conduct research; student advising; course and program development for online program; participate in departmental activities, University and professional service.
Justification of Position	To provide faculty support for the new online Master's in Speech Language Pathology.

**CONSENT AGENDA
JUNE 17, 2010**

Position Title	Online Program Coordinator
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 16, 2010
Salary Range	\$35,000.00 – 45,000.00
Funding Source	Local Funds
New or Reallocation	New – from student program fees
Area/Department of Assignment	Health and Nutrition Sciences
Duties and Responsibilities	Coordinate, organize, promote, and evaluate the undergraduate and graduate online course delivery system.
Justification of Position	To provide support needed to bring the two graduate degrees totally online.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	August 16, 2010
Salary Range	\$22,963.00
Funding Source	Local Funds
New or Reallocation	New – from student program fees
Area/Department of Assignment	Communication Sciences & Disorders, and Education of the Deaf
Duties and Responsibilities	Office support, student contact, file management, faculty support related to online programs in the CSED department.
Justification of Position	To provide clerical support for the online Pre-Professional Program and the new online Master's in Speech Language Pathology.

CONSENT AGENDA
JUNE 17, 2010

CHANGES IN POSITIONS

Position Title	Assistant Professor (PCN 1421)
Type of Position	Faculty
FTE	change from .5 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	August 16, 2010
Salary Range	change from \$34,861 to \$61,318
Funding Source	Local Funds
New or Reallocation	New – from student program fees
Area/Department of Assignment	Physician Assistant Studies
Duties and Responsibilities	Teach clinical medicine content; participate in assessment of student academic and clinical performance; participate in research, grant writing, and other scholarly activities; participate in professional development and active clinical practice; academic advising; and assist in clinical training site visits.
Justification of Position	To provide additional support for the ten additional students added to the program in Fall 2009 and ten additional students to be added in Fall 2010.

Position Title	Student Insurance Coordinator (PCN 3744)
Type of Position	Non-Classified
FTE	change from .75 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2010
Salary Range	change from \$27,970 to \$37,294
Funding Source	Local Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Student Insurance
Duties and Responsibilities	Coordinate student health insurance program; responsible for athletic injury insurance negotiation/claims management for athletic related injuries. With the implementation of a statewide student health insurance plan (SHIP), this position will also take on additional duties including coordinating insurance benefits with the Student Health Center, and overseeing the accounts receivable.
Justification of Position	To provide full-time support needed to manage SHIP.

CONSENT AGENDA
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Reactivation of four (4) 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:

- Reactivate two (2) faculty positions (2.0 FTE) supported by appropriated funds.
- Reactivate two (2) classified positions (1.60 FTE) supported by 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 reactivate four (4) positions (3.60 FTE) supported by appropriated and non-appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
JUNE 17, 2010**

REACTIVATIONS

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	\$50,003.20
Funding Source	Non Appropriated funds
New or Reallocation	Reactivation of PCN 002235
Area/Department of Assignment	College of Business and Economics/ Department of Business
Duties	Responsible for instruction
Justification	Due to hiring freeze and reorganization, position deleted after vacant for 12 months

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	\$50,003.20
Funding Source	Non Appropriated funds
New or Reallocation	Reactivation of PCN 000271
Area/Department of Assignment	College of Business and Economics/ Department of Business
Duties	Responsible for instruction
Justification	Due to hiring freeze and reorganization, position deleted after vacant for 12 months

CONSENT AGENDA
JUNE 17, 2010

Position Title	Program Specialist
Type of Position	Classified
FTE	.60 FTE (1248 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2010
Salary Range	\$20,304.96
Funding Source	Appropriated funds
New or Reallocation	Reactivation of PCN 000490
Area/Department of Assignment	College Letters, Arts and Social Sciences/ McClure Center
Duties	Responsible for program organization
Justification	Due to hiring freeze and reorganization, position deleted after vacant for 12 months

Position Title	Management Assistant
Type of Position	Classified
FTE	1.00 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2010
Salary Range	\$36,046.40
Funding Source	Appropriated funds
New or Reallocation	Reactivation of PCN 008407
Area/Department of Assignment	President's Office
Duties	Responsible for administrative and budget support
Justification	Due to hiring freeze and reorganization, position deleted after vacant for 12 months

**CONSENT AGENDA
JUNE 17, 2010**

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**CONSENT AGENDA
JUNE 17, 2010**

LEWIS-CLARK STATE COLLEGE

SUBJECT

Deleted position

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Lewis-Clark State College is requesting approval to:

- Delete one (1) position (1.0 FTE) supported by Professional-Technical appropriated funds.

IMPACT

Once approved, the positions 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 Lewis-Clark State College to delete one (1) position (1.0 FTE) supported by appropriated funds.

Moved _____ Seconded _____ Carried Yes ____ No ____

**CONSENT AGENDA
JUNE 17, 2010**

DELETED POSITIONS

Position Title	Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	7/1/2010
Salary Range	\$45,000
Funding Source	Professional-Technical Appropriated Funds
Area/Department of Assignment	Professional-Technical Education
Justification of Position	Position eliminated due to budget reductions.

CONSENT AGENDA

JUNE 17, 2009

COLLEGE AND UNIVERSITIES OF THE STATE BOARD

SUBJECT

FY 2011 Intercollegiate Athletics Operating Budget Report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Board policy states "...the institutions (will) submit a budget plan for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office."

A common reporting format has been established for reporting intercollegiate athletic revenues and expenditures. Page 3 displays a four-part pie chart that shows FY 11 revenue by fund source by institution, followed by the FY 11 Board Limits on Allocation of Funds on page 4, and a two-part chart displaying selected athletic financial data on page 5.

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

- FY 09 Actual Expenditures (June 2009) – columns 1 & 2
- Latest FY 10 Estimate (May 2010) – columns 3 & 4
- Variance (\$ and %) comparing the FY 09 Actual with the latest FY 10 estimate – columns 5 & 6
- FY 11 Operating Budget (June 2010) – columns 7 & 8
- Variance (\$ & %) comparing the FY 11 proposed Budget with the FY 10 Estimate – columns 9 & 10

For each institution, revenue by source and expenditures by classification is reported, as is revenue and expenditures by general administration and sport.

Board policy establishes limits on the amount of funds the institutions can allocate to athletics from General Account and institutional funds. The institutions are all within the established limits.

IMPACT

Provides the Board with a report on the financial status of intercollegiate athletics for the current fiscal year and provides the operating budget for FY 11.

**CONSENT AGENDA
JUNE 17, 2009**

ATTACHMENTS

FY11 Revenue by Source by Institution	3
FY 11 Board Limits on Allocation of Funds	4
Student Fees, State and Institution Support % of Operating Revenues	5
Expenditures per Participant	5
FY 09 Actual, Revised Estimates for FY 10, and FY 11 Operating Budgets:	
Boise State University	7
Idaho State University	11
University of Idaho	15
Lewis Clark State College	19

STAFF COMMENTS

Pages 3 and 4 of this section, Revenue by Source by Institution and Board Limits are the same as in previous years' agendas. Note that all four institutions are budgeting General Account and Institutional funds for athletics within their limits. The next page of two charts displays non-program revenue as a percentage of total athletic revenue and expenditures per varsity participant.

The first shaded area of the individual institution reports, starting on page 8, displays the difference and percentage change for each revenue and expense category between the FY 09 actuals and the FY 10 estimate; the second shaded area shows the difference and percentage between the latest FY 10 estimate and the proposed FY 11 budget.

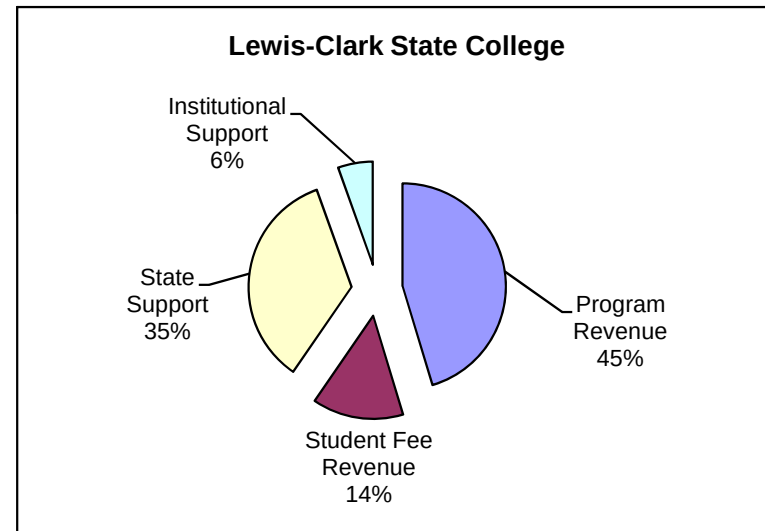
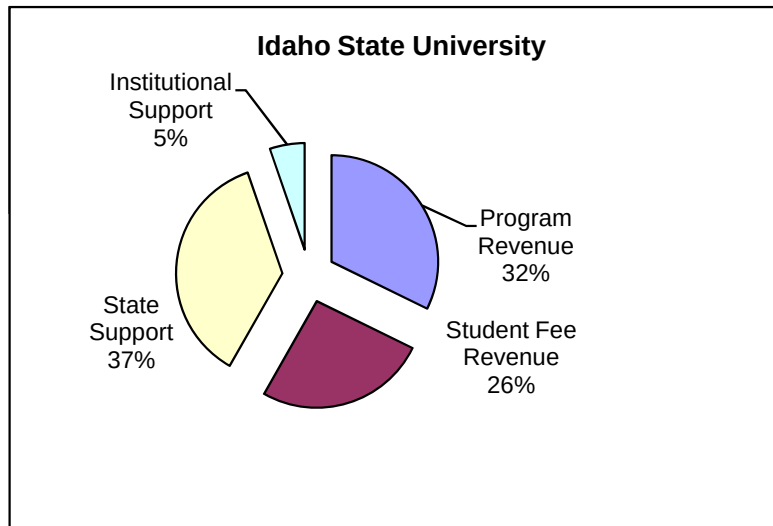
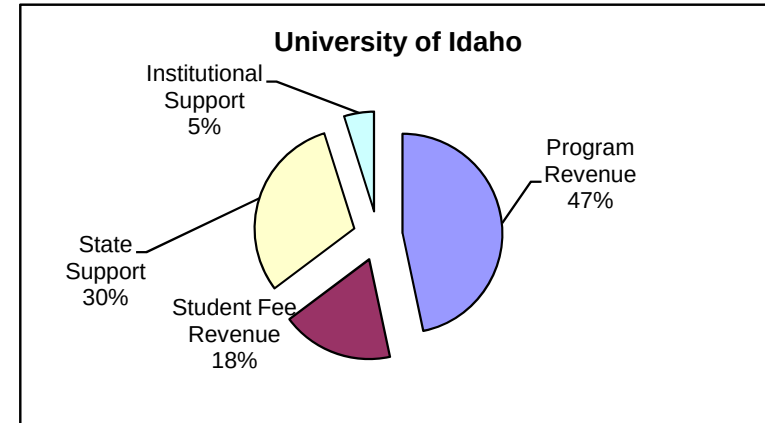
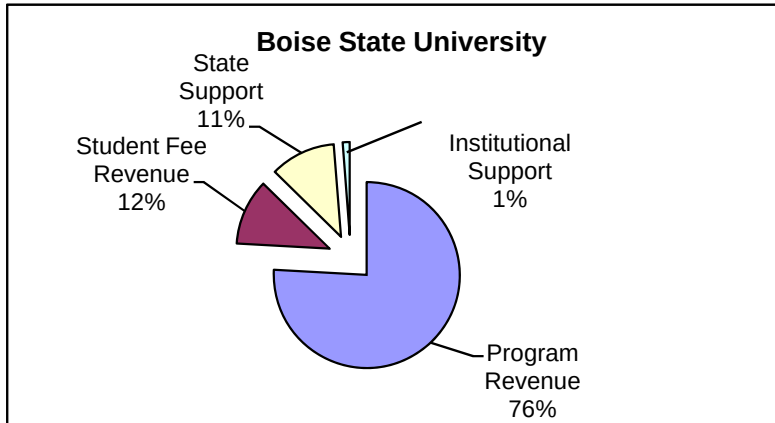
BOARD ACTION

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

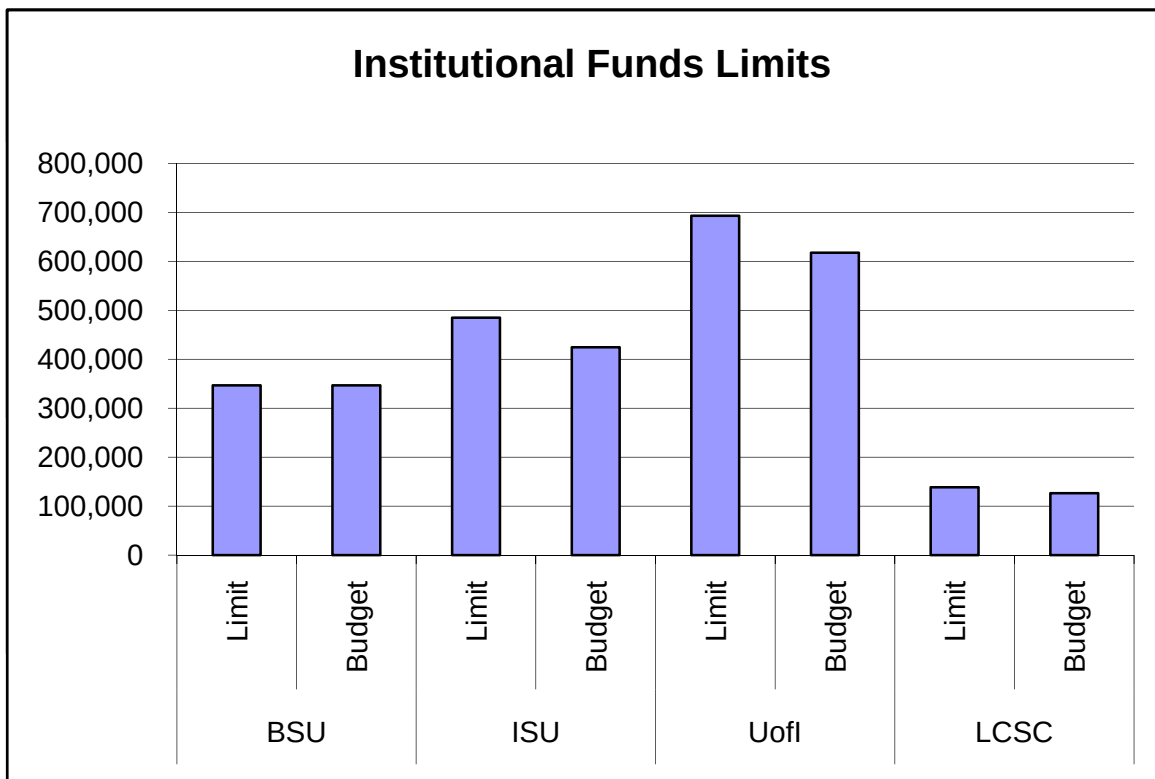
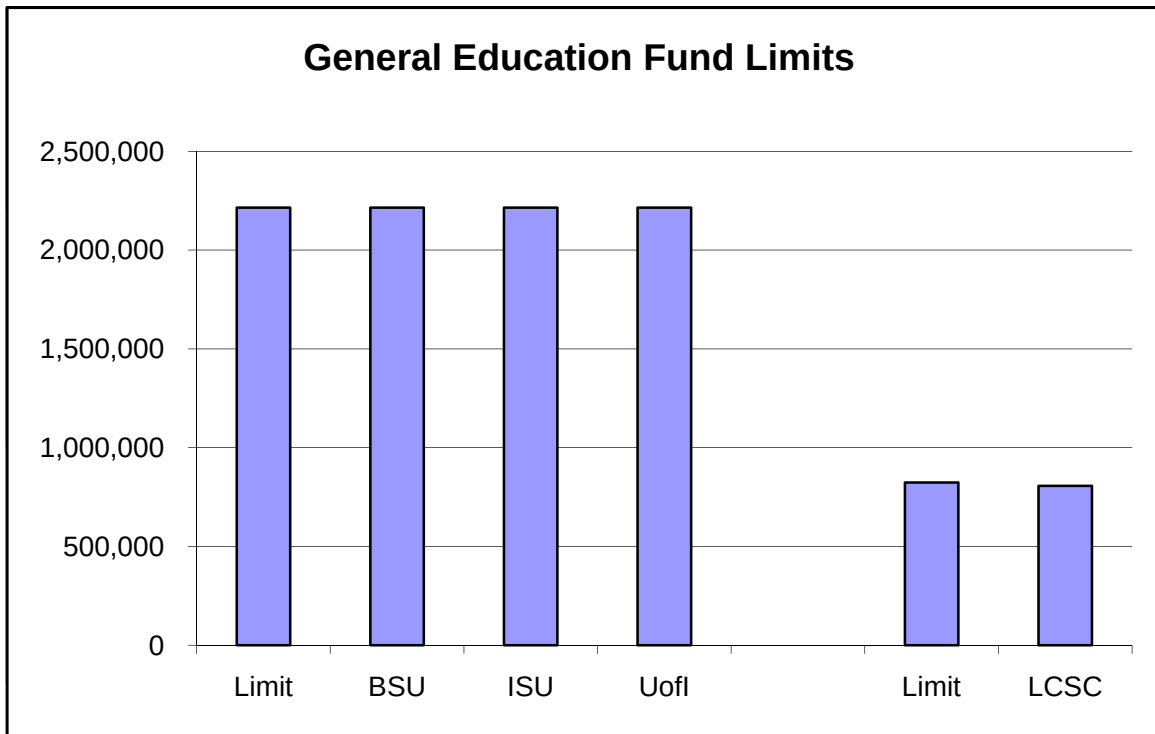
Moved by _____ Seconded by _____ Carried Yes____ No____

Intercollegiate Athletics

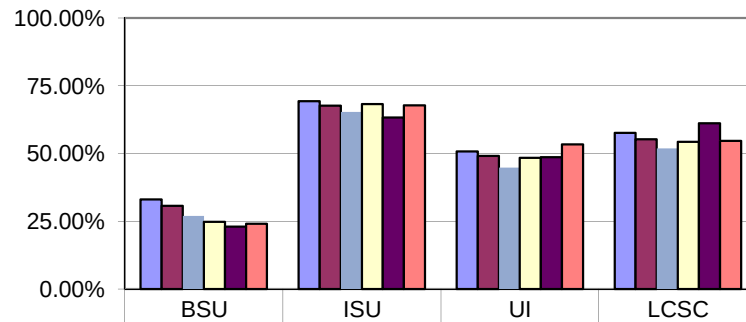
FY11 Revenue by Source by Institution



FY11 Board Limits on Allocation of Funds

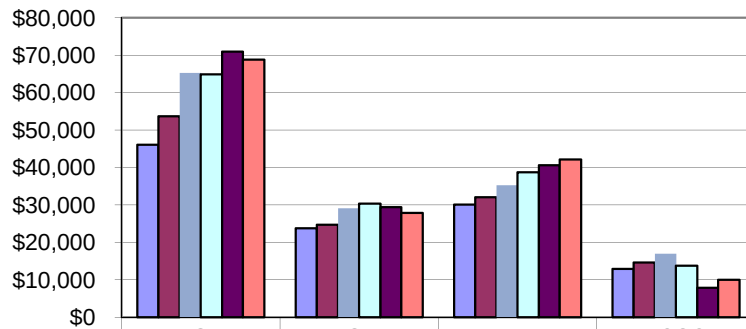


Student Fee/State & Institution Support as a % of Total Revenue



	BSU	ISU	UI	LCSC
FY05 Act.	33.06%	69.28%	50.80%	57.59%
FY06 Act.	30.68%	67.67%	49.06%	55.28%
FY07 Act.	27.00%	65.35%	44.76%	51.90%
FY09 Act.	24.82%	68.26%	48.41%	54.34%
FY10 Est.	23.03%	63.27%	48.67%	61.16%
FY11 Bud.	24.08%	67.76%	53.34%	54.69%

Expenditures per Varsity Participant



	BSU	ISU	UI	LCSC
FY05 Act.	\$46,038	\$23,784	\$30,104	\$12,884
FY06 Act.	\$53,661	\$24,675	\$32,025	\$14,595
FY07 Act.	\$65,271	\$29,111	\$35,232	\$16,972
FY09 Act.	\$64,844	\$30,371	\$38,715	\$13,749
FY10 Est.	\$70,936	\$29,365	\$40,567	\$7,873
FY11 Bud.	\$68,801	\$27,840	\$42,094	\$10,022

**CONSENT AGENDA
JUNE 17, 2009**

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Boise State University
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	5,669,473	19.03%	6,947,272	21.74%	1,277,799	22.54%	6,161,320	19.19%	(785,952)	-11.31%
4 Guarantees	600,000	2.01%	560,000	1.75%	(40,000)	-6.67%	1,450,000	4.52%	890,000	158.93%
5 Contributions	6,406,382	21.51%	6,205,269	19.41%	(201,113)	-3.14%	6,791,942	21.15%	586,673	9.45%
6 NCAA/Conference/Tournaments	1,684,765	5.66%	2,010,775	6.29%	326,010	19.35%	2,164,638	6.74%	153,863	7.65%
7 TV/Radio/Internet Rights	188,096	0.63%	171,850	0.54%	(16,246)	-8.64%	75,000	0.23%	(96,850)	-56.36%
8 Program/Novelty Sales, Concessionns, Parking	958,955	3.22%	956,583	2.99%	(2,372)	-0.25%	837,603	2.61%	(118,980)	-12.44%
9 Royalty, Advertisement, Sponsorship	2,338,780	7.85%	2,432,700	7.61%	93,920	4.02%	2,793,253	8.70%	360,553	14.82%
10 Endowment/Investment Income	196,690	0.66%	51,700	0.16%	(144,990)	-73.71%	349,000	1.09%	297,300	575.05%
11 Other	1,185,366	3.98%	608,541	1.90%	(576,825)	-48.66%	607,100	1.89%	(1,441)	-0.24%
12 Total Program Revenue	19,228,507	64.55%	19,944,690	62.40%	716,183	3.72%	21,229,856	66.12%	1,285,166	6.44%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	652,958	2.19%	1,794,821	5.62%	1,141,863	174.88%	30,000	0.09%	(1,764,821)	-98.33%
15 Student Fees	2,839,814	9.53%	2,957,538	9.25%	117,724	4.15%	3,204,466	9.98%	246,928	8.35%
16 Direct State/Govt Support	2,365,023	7.94%	2,211,611	6.92%	(153,412)	-6.49%	2,214,700	6.90%	3,089	0.14%
17 Gender Equity - Appropriated Funds	976,872	3.28%	976,872	3.06%	0	0.00%	976,872	3.04%	0	0.00%
18 Direct Institutional Support	382,200	1.28%	358,700	1.12%	(23,500)	-6.15%	346,600	1.08%	(12,100)	-3.37%
19 Subtotal State/Institutional Support	3,724,095	12.50%	3,547,183	11.10%	(176,912)	-4.75%	3,538,172	11.02%	(9,011)	-0.25%
20 Total Non-Program Revenue	7,216,867	24.23%	8,299,542	25.97%	1,082,675	15.00%	6,772,638	21.09%	(1,526,904)	-18.40%
21 Subtotal Operating Revenue	26,445,374	88.78%	28,244,232	88.37%	1,798,858	6.80%	28,002,494	87.21%	(241,738)	-0.86%
22 Non-Cash Revenue										
23 Third Party Support	205,475	0.69%	310,000	0.97%	104,525	50.87%	300,000	0.93%	(10,000)	-3.23%
24 Indirect Institutional Support	1,583,739	5.32%	1,637,473	5.12%	53,734	3.39%	1,678,531	5.23%	41,058	2.51%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	1,554,490	5.22%	1,771,340	5.54%	216,850	13.95%	2,127,600	6.63%	356,260	20.11%
27 Subtotal Non-Cash Revenue	3,343,704	11.22%	3,718,813	11.63%	375,109	11.22%	4,106,131	12.79%	387,318	10.42%
28 Total Revenue:	29,789,078	100.00%	31,963,045	100.00%	2,173,967	7.30%	32,108,625	100.00%	145,580	0.46%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	3,300,409	10.98%	3,594,745	11.25%	294,336	8.92%	4,262,990	13.28%	668,245	18.59%
33 Guarantees	495,000	1.65%	793,000	2.48%	298,000	60.20%	500,000	1.56%	(293,000)	-36.95%
34 Coaching Salary/Benefits	5,695,266	18.95%	7,719,624	24.16%	2,024,358	35.54%	7,596,063	23.66%	(123,561)	-1.60%
35 Admin Staff Salary/Benefits	4,387,078	14.59%	4,284,794	13.41%	(102,284)	-2.33%	4,356,279	13.57%	71,485	1.67%
36 Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	330,559	1.10%	307,000	0.96%	(23,559)	-7.13%	373,500	1.16%	66,500	21.66%
38 Team Travel	1,861,684	6.19%	1,975,090	6.18%	113,406	6.09%	1,982,614	6.17%	7,524	0.38%
39 Equipment, Uniforms and Supplies	1,471,877	4.90%	857,510	2.68%	(614,367)	-41.74%	999,579	3.11%	142,069	16.57%
40 Game Expenses	960,989	3.20%	771,595	2.41%	(189,394)	-19.71%	833,373	2.60%	61,778	8.01%
41 Fund Raising, Marketing, Promotion	450,369	1.50%	313,899	0.98%	(136,470)	-30.30%	279,937	0.87%	(33,962)	-10.82%
42 Direct Facilities/Maint/Rentals	2,713,229	9.03%	1,134,831	3.55%	(1,578,398)	-58.17%	1,180,161	3.68%	45,330	3.99%
43 Debt Service on Facilities	3,417,400	11.37%	3,464,059	10.84%	46,659	1.37%	4,080,684	12.71%	616,625	17.80%
44 Spirit Groups	29,452	0.10%	97,237	0.30%	67,785	230.15%	177,401	0.55%	80,164	82.44%
45 Medical Expenses & Insurance	121,543	0.40%	48,550	0.15%	(72,993)	-60.06%	69,595	0.22%	21,045	43.35%
46 Memberships & Dues	489,003	1.63%	495,975	1.55%	6,972	1.43%	510,287	1.59%	14,312	2.89%
47 NCAA/Special Event/Bowls	365,110	1.21%	1,286,949	4.03%	921,839	252.48%	21,095	0.07%	(1,265,854)	-98.36%
48 Other Operating Expenses	626,842	2.09%	1,087,867	3.40%	461,025	73.55%	778,472	2.42%	(309,395)	-28.44%
49 Subtotal Operating Expenditures	26,715,810	88.88%	28,232,725	88.36%	1,516,915	80.17%	28,002,030	87.21%	(230,695)	-147.29%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	205,475	0.68%	310,000	0.97%	104,525	50.87%	300,000	0.93%	(10,000)	-3.23%
52 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53 Indirect Facilities & Admin Support	1,583,739	5.27%	1,637,473	5.12%	53,734	3.39%	1,678,531	5.23%	41,058	2.51%
54 Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
55 Out-of-State Tuition Expense	1,554,490	5.17%	1,771,340	5.54%	216,850	13.95%	2,127,600	6.63%	356,260	20.11%
56 Subtotal Non-Cash Expenditures	3,343,704	11.12%	3,718,813	11.64%	375,109	19.83%	4,106,131	12.79%	387,318	247.29%
57 Total Expenditures:	30,059,514	100.00%	31,951,538	100.00%	1,892,024	6.29%	32,108,161	100.00%	156,623	0.49%

Boise State University
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
58										
59 Net Income/(deficit)	(270,436)		11,507		281,943	-104.25%	464		(11,043)	-95.97%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	<u>625,632</u>		<u>637,139</u>		11,507	1.84%	637,603		464	0.07%
62										
63 Sport Camps & Clinics										
64 Revenue	580,399		400,000		(180,399)	-31.08%	400,000	1.25%	0	0.00%
65 Coach Compensation from Camp	193,229		150,000		(43,229)	-22.37%	150,000	0.47%	0	0.00%
66 Camp Expenses	275,141		250,000		(25,141)	-9.14%	250,000	0.78%	0	0.00%
67 Total Expenses	468,370		400,000		(68,370)	-14.60%	400,000	1.25%	0	0.00%
68 Ending Fund Balance 6/30-BSU Camps	<u>262,095</u>									
69 Net Income from Camps	355,159		0		(355,159)	-100.00%	0		0	0.00%

Boise State University
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	2,839,814	10.74%	2,957,538	10.47%	117,724	4.15%	3,204,466	11.44%	246,928	8.35%
3 Contributions	6,406,382	24.22%	6,205,269	21.97%	(201,113)	-3.14%	6,791,942	24.25%	586,673	9.45%
4 State Support	2,365,023	8.94%	2,211,611	7.83%	(153,412)	-6.49%	2,214,700	7.91%	3,089	0.14%
5 Institutional Gender Equity	976,872	3.69%	976,872	3.46%	0	0.00%	976,872	3.49%	0	0.00%
6 Institutional Support	382,200	1.45%	358,700	1.27%	(23,500)	-6.15%	346,600	1.24%	(12,100)	-3.37%
7 NCAA/Conference	1,684,765	6.37%	2,010,775	7.12%	326,010	19.35%	2,164,638	7.73%	153,863	7.65%
8 TV/Radio/Internet	188,096	0.71%	171,850	0.61%	(16,246)	-8.64%	75,000	0.27%	(96,850)	-56.36%
9 Concessions/program/etc.	958,955	3.63%	956,583	3.39%	(2,372)	-0.25%	837,603	2.99%	(118,980)	-12.44%
10 Advertising/sponsorship/Royalty	2,338,780	8.84%	2,432,700	8.61%	93,920	4.02%	2,793,253	9.98%	360,553	14.82%
11 Endowments	196,690	0.74%	51,700	0.18%	(144,990)	-73.71%	349,000	1.25%	297,300	575.05%
12 NCAA/Bowl/World Series	652,958	2.47%	1,794,821	6.35%	1,141,863	174.88%	30,000	0.11%	(1,764,821)	-98.33%
13 Other	1,185,366	4.48%	608,541	2.15%	(576,825)	-48.66%	607,100	2.17%	(1,441)	-0.24%
14 Total General Revenue	20,175,901	76.29%	20,736,960	73.42%	561,059	2.78%	20,391,174	72.82%	(345,786)	-1.67%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	4,993,955	18.88%	6,544,254	23.17%	1,550,299	31.04%	5,685,926	20.31%	(858,328)	-13.12%
19 Game Guarantees	600,000	2.27%	450,000	1.59%	(150,000)	-25.00%	1,450,000	5.18%	1,000,000	222.22%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball		0.00%		0.00%		0.00%		0.00%		0.00%
22 Ticket Sales	617,467	2.33%	344,300	1.22%	(273,167)	-44.24%	441,012	1.57%	96,712	28.09%
23 Game Guarantees	0	0.00%	110,000	0.39%	110,000	100.00%	0	0.00%	(110,000)	-100.00%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country	2,716	0.01%	3,431	0.01%	715	26.33%	2,587	0.01%	(844)	-24.60%
26 Tennis	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27 Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28 Wrestling	9,848	0.04%	5,718	0.02%	(4,130)	-41.94%	4,313	0.02%	(1,405)	-24.57%
29 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31 Total Men's Sport Revenue	6,223,986	23.54%	7,457,703	26.40%	1,233,717	19.82%	7,583,838	27.08%	126,135	1.69%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	8,149	0.03%	4,955	0.02%	(3,194)	-39.19%	3,738	0.01%	(1,217)	-24.56%
35 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
36 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Basketball										
38 Ticket Sales	22,550	0.09%	20,598	0.07%	(1,952)	-8.66%	5,629	0.02%	(14,969)	-72.67%
39 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41 Track & Field/Cross Country	2,716	0.01%	3,431	0.01%	715	26.33%	2,588	0.01%	(843)	-24.57%
42 Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Gymnastics	12,072	0.05%	7,624	0.03%	(4,448)	-36.85%	5,751	0.02%	(1,873)	-24.57%
44 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Soccer		0.00%	7,624	0.03%	7,624	100.00%	5,751	0.02%	(1,873)	-24.57%
46 Softball		0.00%	5,337	0.02%	5,337	100.00%	4,025	0.01%	(1,312)	-24.58%
47 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49 Total Women's Sport Rev	45,487	0.17%	49,569	0.18%	4,082	8.97%	27,482	0.10%	(22,087)	-44.56%
50 Total Revenue	26,445,374	100.00%	28,244,232	100.00%	1,798,858	6.80%	28,002,494	100.00%	(241,738)	-0.86%

Boise State University
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	1,297,780	4.86%	1,259,157	4.46%	(38,623)	-2.98%	1,379,354	4.93%	120,197	9.55%
54 Fund Raising Office	645,159	2.41%	596,117	2.11%	(49,042)	-7.60%	648,323	2.32%	52,206	8.76%
55 Academics Support	854,136	3.20%	736,716	2.61%	(117,420)	-13.75%	902,498	3.22%	165,782	22.50%
56 Media Relations	345,471	1.29%	315,282	1.12%	(30,189)	-8.74%	310,631	1.11%	(4,651)	-1.48%
57 Marketing and Promotions	628,671	2.35%	527,286	1.87%	(101,385)	-16.13%	474,563	1.69%	(52,723)	-10.00%
58 Ticket Office	314,033	1.18%	299,762	1.06%	(14,271)	-4.54%	293,316	1.05%	(6,446)	-2.15%
59 Athletic Training Room	560,859	2.10%	511,216	1.81%	(49,643)	-8.85%	569,967	2.04%	58,751	11.49%
60 Memberships and Dues	489,003	1.83%	495,975	1.76%	6,972	1.43%	510,287	1.82%	14,312	2.89%
61 Facilities Mtn & Debt Service	5,597,504	20.95%	5,422,819	19.21%	(174,685)	-3.12%	6,092,994	21.76%	670,175	12.36%
62 Capital Improvements	1,475,584	5.52%	150,000	0.53%	(1,325,584)	-89.83%		0.00%	(150,000)	-100.00%
63 NCAA/Special Event/Bowls	365,110	1.37%	1,783,810	6.32%	1,418,700	388.57%	21,095	0.08%	(1,762,715)	-98.82%
64 Other Miscellaneous	1,810,171	6.78%	2,273,447	8.05%	463,276	25.59%	2,224,217	7.94%	(49,230)	-2.17%
65 Total Admin & General	14,383,481	53.84%	14,371,587	50.90%	(11,894)	-0.08%	13,427,245	47.95%	(944,342)	-6.57%
66										
67 Men's Programs:										
68 Football	5,673,268	21.24%	6,870,688	24.34%	1,197,420	21.11%	7,038,627	25.14%	167,939	2.44%
69 Basketball	1,274,187	4.77%	1,546,460	5.48%	272,273	21.37%	1,722,211	6.15%	175,751	11.36%
70 Track & Field/Cross Country	358,798	1.34%	458,716	1.62%	99,918	27.85%	486,425	1.74%	27,709	6.04%
71 Tennis	332,123	1.24%	277,800	0.98%	(54,323)	-16.36%	277,920	0.99%	120	0.04%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling	393,717	1.47%	369,629	1.31%	(24,088)	-6.12%	416,847	1.49%	47,218	12.77%
74 Golf	175,395	0.66%	141,267	0.50%	(34,128)	-19.46%	164,513	0.59%	23,246	16.46%
75 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Total Men's Programs	8,207,488	30.72%	9,664,560	34.23%	1,457,072	17.75%	10,106,543	36.09%	441,983	4.57%
78										
79 Women's Programs										
80 Volleyball	493,647	1.85%	489,074	1.73%	(4,573)	-0.93%	523,099	1.87%	34,025	6.96%
81 Basketball	949,825	3.56%	984,289	3.49%	34,464	3.63%	1,025,971	3.66%	41,682	4.23%
82 Track & Field/Cross Country	417,690	1.56%	539,495	1.91%	121,805	29.16%	571,835	2.04%	32,340	5.99%
83 Tennis	321,629	1.20%	266,858	0.95%	(54,771)	-17.03%	280,805	1.00%	13,947	5.23%
84 Gymnastics	523,170	1.96%	432,140	1.53%	(91,030)	-17.40%	455,468	1.63%	23,328	5.40%
85 Golf	169,098	0.63%	174,233	0.62%	5,135	3.04%	184,676	0.66%	10,443	5.99%
86 Soccer	438,759	1.64%	416,632	1.48%	(22,127)	-5.04%	453,380	1.62%	36,748	8.82%
87 Softball	374,241	1.40%	464,587	1.65%	90,346	24.14%	487,355	1.74%	22,768	4.90%
88 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
89 Swimming	436,782	1.63%	429,270	1.52%	(7,512)	-1.72%	485,653	1.73%	56,383	13.13%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	4,124,841	15.44%	4,196,578	14.86%	71,737	1.74%	4,468,242	15.96%	271,664	6.47%
92										
93 Total Expenditures	26,715,810	100.00%	28,232,725	100.00%	1,516,915	5.68%	28,002,030	100.00%	(230,695)	-0.82%

**Idaho State University
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	357,869	3.57%	253,104	2.45%	(104,765)	-29.27%	231,200	2.37%	(21,904)	-8.65%
4 Guarantees	754,600	7.52%	1,330,500	12.88%	575,900	76.32%	1,089,000	11.16%	(241,500)	-18.15%
5 Contributions	343,160	3.42%	374,010	3.62%	30,850	8.99%	280,200	2.87%	(93,810)	-25.08%
6 NCAA/Conference/Tournaments	518,290	5.16%	579,070	5.61%	60,780	11.73%	434,000	4.45%	(145,070)	-25.05%
7 TV/Radio/Internet Rights	3,148	0.03%	8,559	0.08%	5,411	171.89%	0	0.00%	(8,559)	-100.00%
8 Program/Novelty Sales, Concessionns, Parking	17,000	0.17%	17,000	0.16%	0	0.00%	17,500	0.18%	500	2.94%
9 Royalty, Advertisement, Sponsorship	496,620	4.95%	451,250	4.37%	(45,370)	-9.14%	451,250	4.63%	0	0.00%
10 Endowment/Investment Income	30,840	0.31%	23,950	0.23%	(6,890)	-22.34%	30,650	0.31%	6,700	27.97%
11 Other	83,900	0.84%	161,852	1.57%	77,952	92.91%	60,069	0.62%	(101,783)	-62.89%
12 Total Program Revenue	2,605,427	25.96%	3,199,295	30.98%	593,868	22.79%	2,593,869	26.59%	(605,426)	-18.92%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series	2,361	0.02%	0	0.00%	(2,361)	-100.00%	0	0.00%	0	0.00%
15 Student Fees	1,980,502	19.73%	2,228,348	21.58%	247,846	12.51%	2,091,523	21.44%	(136,825)	-6.14%
16 Direct State/Govt Support	2,442,600	24.34%	2,262,900	21.91%	(179,700)	-7.36%	2,214,700	22.70%	(48,200)	-2.13%
17 Gender Equity - Appropriated Funds	646,500	6.44%	646,500	6.26%	0	0.00%	721,500	7.40%	75,000	11.60%
18 Direct Institutional Support	539,600	5.38%	374,000	3.62%	(165,600)	-30.69%	424,628	4.35%	(50,628)	-13.54%
19 Subtotal State/Institutional Support	3,628,700	36.16%	3,283,400	31.79%	(345,300)	-9.52%	3,360,828	34.45%	(77,428)	-2.36%
20 Total Non-Program Revenue	5,611,563	55.92%	5,511,748	53.37%	(99,815)	-1.78%	5,452,351	55.89%	(59,397)	-1.08%
21 Subtotal Operating Revenue	8,216,990	81.88%	8,711,043	84.35%	494,053		8,046,220	82.48%	(664,823)	
22 Non-Cash Revenue										
23 Third Party Support	42,512	0.42%	30,000	0.29%	(12,512)	-29.43%	30,000	0.31%	0	0.00%
24 Indirect Institutional Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25 Non-Cash Revenue	653,306	6.51%	550,000	5.33%	(103,306)	-15.81%	550,000	5.64%	0	0.00%
26 Out-of-State Tuition Revenue	1,122,888	11.19%	1,036,425	10.04%	(86,463)	-7.70%	1,129,703	11.58%	93,278	9.00%
27 Subtotal Non-Cash Revenue	1,818,706	18.12%	1,616,425	15.65%	(202,281)	-11.12%	1,709,703	17.52%	(93,278)	-5.77%
28 Total Revenue:	10,035,696	100.00%	10,327,468	100.00%	291,772	2.91%	9,755,923	100.00%	(571,545)	-5.53%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	1,712,419	17.91%	1,757,548	17.65%	45,129	2.64%	1,985,440	20.35%	227,892	12.97%
33 Guarantees	125,500	1.31%	237,500	2.39%	112,000	89.24%	49,500	0.51%	(188,000)	-79.16%
34 Coaching Salary/Benefits	1,865,526	19.51%	1,855,160	18.63%	(10,366)	-0.56%	1,824,599	18.70%	(30,561)	-1.65%
35 Admin Staff Salary/Benefits	1,316,801	13.77%	1,382,819	13.89%	66,018	5.01%	1,452,402	14.89%	69,583	5.03%
36 Severence Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37 Recruiting	238,792	2.50%	305,000	3.06%	66,208	27.73%	218,803	2.24%	(86,197)	-28.26%
38 Team Travel	836,283	8.74%	812,000	8.16%	(24,283)	-2.90%	750,411	7.69%	(61,589)	-7.58%
39 Equipment, Uniforms and Supplies	206,111	2.16%	301,500	3.03%	95,389	46.28%	253,518	2.60%	(47,982)	-15.91%
40 Game Expenses	283,017	2.96%	286,500	2.88%	3,483	1.23%	237,840	2.44%	(48,660)	-16.98%
41 Fund Raising, Marketing, Promotion	140,248	1.47%	230,000	2.31%	89,752	64.00%	165,248	1.69%	(64,752)	-28.15%
42 Direct Facilities/Maint/Rentals	165,704	1.73%	162,800	1.64%	(2,904)	-1.75%	143,042	1.47%	(19,758)	-12.14%
43 Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44 Spirit Groups	49,947	0.52%	44,437	0.45%	(5,510)	-11.03%	42,437	0.44%	(2,000)	-4.50%
45 Medical Expenses & Insurance	307,924	3.22%	360,010	3.62%	52,086	16.92%	282,810	2.90%	(77,200)	-21.44%
46 Memberships & Dues	48,242	0.50%	51,000	0.51%	2,758	5.72%	51,000	0.52%	0	0.00%
47 NCAA/Special Event/Bowls	1,810	0.02%	0	0.00%	(1,810)	-100.00%	0	0.00%	0	0.00%
48 Other Operating Expenses	446,338	4.67%	553,300	5.56%	106,962	23.96%	588,644	6.03%	35,344	6.39%
49 Subtotal Operating Expenditures	7,744,662	80.98%	8,339,574	83.76%	594,912	151.52%	8,045,694	82.47%	(293,880)	-146.50%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	37,977	0.40%	27,500	0.28%	(10,477)	-27.59%	27,500	0.28%	0	0.00%
52 3rd Party Admin Staff Compensation	4,535	0.05%	2,500	0.03%	(2,035)	-44.87%	2,500	0.03%	0	0.00%
53 Indirect Facilities & Admin Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
54 Non-Cash Expense	653,306	6.83%	550,000	5.52%	(103,306)	-15.81%	550,000	5.64%	0	0.00%
55 Out-of-State Tuition Expense	1,122,888	11.74%	1,036,425	10.41%	(86,463)	-7.70%	1,129,703	11.58%	93,278	9.00%
56 Subtotal Non-Cash Expenditures	1,818,706	19.02%	1,616,425	16.24%	(202,281)	-51.52%	1,709,703	17.53%	(93,278)	-46.50%
57 Total Expenditures:	9,563,368	100.00%	9,955,999	100.00%	392,631	4.11%	9,755,397	100.00%	(200,602)	-2.01%

**Idaho State University
Intercollegiate Athletics Report
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
58										
59 Net Income/(deficit)	472,328		371,469		(100,859)	-21.35%	526		(370,943)	-99.86%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	699,140		1,070,609		371,469	53.13%	1,071,135		526	0.05%
62										
63 Sport Camps & Clinics										
64 Revenue	201,735		150,000		(51,735)	-25.65%	150,000	1.54%	0	0.00%
65 Coach Compensation from Camp	27,725		90,000		62,275	224.62%	90,000	0.92%	0	0.00%
66 Camp Expenses	139,462		60,000		(79,462)	-56.98%	60,000	0.62%	0	0.00%
67 Total Expenses	167,187		150,000		(17,187)	-10.28%	150,000	1.54%	0	0.00%
68										
69 Net Income from Camps	34,548		0		(34,548)	-100.00%	0		0	0.00%

Idaho State University
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	1,980,502	24.10%	2,228,348	25.58%	247,846	12.51%	2,091,523	25.99%	(136,825)	-6.14%
3 Contributions	343,160	4.18%	374,010	4.29%	30,850	8.99%	280,200	3.48%	(93,810)	-25.08%
4 State Support	2,442,600	29.73%	2,262,900	25.98%	(179,700)	-7.36%	2,214,700	27.52%	(48,200)	-2.13%
5 Institutional Gender Equity	646,500	7.87%	646,500	7.42%	0	0.00%	721,500	8.97%	75,000	11.60%
6 Institutional Support	539,600	6.57%	374,000	4.29%	(165,600)	-30.69%	424,628	5.28%	50,628	13.54%
7 NCAA/Conference	518,290	6.31%	579,070	6.65%	60,780	11.73%	434,000	5.39%	(145,070)	-25.05%
8 TV/Radio/Internet	3,148	0.04%	8,559	0.10%	5,411	171.89%	0	0.00%	(8,559)	-100.00%
9 Concessions/program/etc.	17,000	0.21%	17,000	0.20%	0	0.00%	17,500	0.22%	500	2.94%
10 Advertising/sponsorship/Royalty	496,620	6.04%	451,250	5.18%	(45,370)	-9.14%	451,250	5.61%	0	0.00%
11 Endowments	30,840	0.38%	23,950	0.27%	(6,890)	-22.34%	30,650	0.38%	6,700	27.97%
12 NCAA/Bowl/World Series	2,361	0.03%	0	0.00%	(2,361)	-100.00%	0	0.00%	0	0.00%
13 Other	88,327	1.07%	161,852	1.86%	73,525	83.24%	60,069	0.75%	(101,783)	-62.89%
14 Total General Revenue	7,108,948	86.52%	7,127,439	81.82%	18,491	0.26%	6,726,020	83.59%	(401,419)	-5.63%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	135,956	1.65%	124,517	1.43%	(11,439)	-8.41%	100,000	1.24%	(24,517)	-19.69%
19 Game Guarantees	405,000	4.93%	900,000	10.33%	495,000	122.22%	725,000	9.01%	(175,000)	-19.44%
20 Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	195,510	2.38%	100,082	1.15%	(95,428)	-48.81%	103,500	1.29%	3,418	3.42%
23 Game Guarantees	326,500	3.97%	360,000	4.13%	33,500	10.26%	303,000	3.77%	(57,000)	-15.83%
24 Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25 Track & Field/Cross Country	1,823	0.02%	2,710	0.03%	887	48.66%	2,000	0.02%	(710)	-26.20%
26 Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27 Baseball Ticket Sales	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
28 Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
29 Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30 Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
31 Total Men's Sport Revenue	1,064,789	12.96%	1,487,309	17.07%	422,520	39.68%	1,233,500	15.33%	(253,809)	-17.06%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	2,688	0.03%	3,449	0.04%	761	28.31%	3,200	0.04%	(249)	-7.22%
35 Game Guarantees	3,600	0.04%	2,000	0.02%	(1,600)	-44.44%	0	0.00%	(2,000)	-100.00%
36 Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37 Basketball										
38 Ticket Sales	12,836	0.16%	18,184	0.21%	5,348	41.66%	16,500	0.21%	(1,684)	-9.26%
39 Game Guarantees	19,500	0.24%	65,000	0.75%	45,500	233.33%	56,000	0.70%	(9,000)	-13.85%
40 Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
41 Track & Field/Cross Country	1,823	0.02%	2,710	0.03%	887	48.66%	2,000	0.02%	(710)	-26.20%
42 Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43 Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44 Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45 Soccer	2,806	0.03%	4,952	0.06%	2,146	76.48%	9,000	0.11%	4,048	81.74%
46 Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
47 Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48 Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49 Total Women's Sport Rev	43,253	0.53%	96,295	1.11%	53,042	122.63%	86,700	1.08%	(9,595)	-9.96%
50 Total Revenue	8,216,990	100.00%	8,711,043	100.00%	494,053	6.01%	8,046,220	100.00%	(664,823)	-7.63%

Idaho State University
Intercollegiate Athletics Report
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	680,826	8.79%	714,723	8.57%	33,897	4.98%	728,850	9.06%	14,127	1.98%
54 Fund Raising Office	180,814	2.33%	197,901	2.37%	17,087	9.45%	159,776	1.99%	(38,125)	-19.26%
55 Academics Support	234,387	3.03%	211,570	2.54%	(22,817)	-9.73%	226,532	2.82%	14,962	7.07%
56 Media Relations	203,753	2.63%	189,818	2.28%	(13,935)	-6.84%	187,510	2.33%	(2,308)	-1.22%
57 Marketing and Promotions	172,010	2.22%	264,664	3.17%	92,654	53.87%	194,658	2.42%	(70,006)	-26.45%
58 Ticket Office		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59 Athletic Training Room	265,648	3.43%	282,973	3.39%	17,325	6.52%	277,853	3.45%	(5,120)	-1.81%
60 Memberships and Dues	48,242	0.62%	51,000	0.61%	2,758	5.72%	51,000	0.63%	0	0.00%
61 Facilities Mtn & Debt Service	85,000	1.10%	85,000	1.02%	0	0.00%	85,000	1.06%	0	0.00%
62 Capital Improvements		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
63 NCAA/Special Event/Bowls		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
64 Other Miscellaneous	592,959	7.66%	655,328	7.86%	62,369	10.52%	541,623	6.73%	(113,705)	-17.35%
65 Total Admin & General	2,463,639	31.81%	2,652,977	31.81%	189,338	7.69%	2,452,802	30.49%	(200,175)	-7.55%
66										
67 Men's Programs:										
68 Football	1,935,488	24.99%	2,138,912	25.65%	203,424	10.51%	1,901,246	23.63%	(237,666)	-11.11%
69 Basketball	863,838	11.15%	866,877	10.39%	3,039	0.35%	804,619	10.00%	(62,258)	-7.18%
70 Track & Field/Cross Country	295,114	3.81%	283,127	3.39%	(11,987)	-4.06%	295,191	3.67%	12,064	4.26%
71 Tennis	81,891	1.06%	97,888	1.17%	15,997	19.53%	99,319	1.23%	1,431	1.46%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
74 Golf	15,058	0.19%	4,425	0.05%	(10,633)	-70.61%		0.00%	(4,425)	-100.00%
75 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Total Men's Programs	3,191,389	41.21%	3,391,229	40.66%	199,840	6.26%	3,100,375	38.53%	(290,854)	-8.58%
78										
79 Women's Programs										
80 Volleyball	358,118	4.62%	367,772	4.41%	9,654	2.70%	382,416	4.75%	14,644	3.98%
81 Basketball	566,118	7.31%	638,972	7.66%	72,854	12.87%	652,078	8.10%	13,106	2.05%
82 Track & Field/Cross Country	317,268	4.10%	353,920	4.24%	36,652	11.55%	396,906	4.93%	42,986	12.15%
83 Tennis	99,310	1.28%	120,000	1.44%	20,690	20.83%	138,371	1.72%	18,371	15.31%
84 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
85 Golf	93,770	1.21%	105,500	1.27%	11,730	12.51%	109,973	1.37%	4,473	4.24%
86 Soccer	386,330	4.99%	407,254	4.88%	20,924	5.42%	422,231	5.25%	14,977	3.68%
87 Softball	268,720	3.47%	301,950	3.62%	33,230	12.37%	315,542	3.92%	13,592	4.50%
88 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
89 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%	75,000	0.93%	75,000	100.00%
91 Total Women's Programs	2,089,634	26.98%	2,295,368	27.52%	205,734	9.85%	2,492,517	30.98%	197,149	8.59%
92										
93 Total Expenditures	7,744,662	100.00%	8,339,574	100.00%	594,912	7.68%	8,045,694	100.00%	(293,880)	-3.52%

University of Idaho
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
1 Revenue:										
2 Program Revenue:										
3 Ticket Sales	969,361	6.49%	560,138	3.68%	(409,223)	-42.22%	625,000	4.01%	64,862	11.58%
4 Guarantees	1,005,000	6.73%	804,000	5.28%	(201,000)	-20.00%	1,049,000	6.74%	245,000	30.47%
5 Contributions	2,368,227	15.86%	2,291,568	15.04%	(76,659)	-3.24%	1,951,873	12.53%	(339,695)	-14.82%
6 NCAA/Conference/Tournaments	1,381,112	9.25%	1,565,340	10.27%	184,228	13.34%	1,491,896	9.58%	(73,444)	-4.69%
7 TV/Radio/Internet Rights	50,000	0.33%	50,000	0.33%	0	0.00%	50,000	0.32%	0	0.00%
8 Program/Novelty Sales, Concessionns, Parking	36,903	0.25%	44,500	0.29%	7,597	20.59%	44,500	0.29%	0	0.00%
9 Royalty, Advertisement, Sponsorship	114,678	0.77%	393,700	2.58%	279,022	243.31%	404,900	2.60%	11,200	2.84%
10 Endowment/Investment Income	285,056	1.91%	263,770	1.73%	(21,286)	-7.47%	263,770	1.69%	0	0.00%
11 Other	73,749	0.49%	15,000	0.10%	(58,749)	-79.66%	29,000	0.19%	14,000	93.33%
12 Total Program Revenue	6,284,086	42.08%	5,988,016	39.30%	(296,070)	-4.71%	5,909,939	37.95%	(78,077)	-1.30%
13 Non-Program Revenue:										
14 NCAA/Bowl/World Series		0.00%	400,000	2.63%	400,000	100.00%		0.00%	(400,000)	-100.00%
15 Student Fees	2,154,873	14.43%	2,220,000	14.57%	65,127	3.02%	2,290,814	14.71%	70,814	3.19%
16 Direct State/Govt Support	2,150,549	14.40%	2,272,219	14.91%	121,670	5.66%	2,214,700	14.22%	(57,519)	-2.53%
17 Gender Equity - Appropriated Funds	846,560	5.67%	846,560	5.56%	0	0.00%	1,632,885	10.48%	786,325	92.88%
18 Direct Institutional Support	743,900	4.98%	717,400	4.71%	(26,500)	-3.56%	617,500	3.96%	(99,900)	-13.93%
19 Subtotal State/Institutional Support	3,741,009	25.05%	3,836,179	25.18%	95,170	2.54%	4,465,085	28.67%	628,906	16.39%
20 Total Non-Program Revenue	5,895,882	39.48%	6,456,179	42.37%	560,297	9.50%	6,755,899	43.38%	299,720	4.64%
21 Subtotal Operating Revenue	12,179,968	81.57%	12,444,195	81.67%	264,227		12,665,838	81.32%	221,643	
22 Non-Cash Revenue										
23 Third Party Support	262,900	1.76%	270,100	1.77%	7,200	2.74%	375,100	2.41%	105,000	38.87%
24 Indirect Institutional Support	233,521	1.56%	184,147	1.21%	(49,374)	-21.14%	233,500	1.50%	49,353	26.80%
25 Non-Cash Revenue	539,460	3.61%	539,460	3.54%	0	0.00%	500,000	3.21%	(39,460)	-7.31%
26 Out-of-State Tuition Revenue	1,716,831	11.50%	1,800,000	11.81%	83,169	4.84%	1,800,000	11.56%	0	0.00%
27 Subtotal Non-Cash Revenue	2,752,712	18.43%	2,793,707	18.33%	40,995	1.49%	2,908,600	18.68%	114,893	4.11%
28 Total Revenue:	14,932,680	100.00%	15,237,902	100.00%	305,222	2.04%	15,574,438	100.00%	336,536	2.21%
29										
30 Expenditures										
31 Operating Expenditures:										
32 Athletics Student Aid	2,535,486	16.49%	2,673,534	17.44%	138,048	5.44%	2,831,812	17.51%	158,278	5.92%
33 Guarantees	298,916	1.94%	138,125	0.90%	(160,791)	-53.79%	264,100	1.63%	125,975	91.20%
34 Coaching Salary/Benefits	2,526,388	16.43%	2,652,433	17.30%	126,045	4.99%	2,821,830	17.45%	169,397	6.39%
35 Admin Staff Salary/Benefits	1,952,361	12.70%	1,867,800	12.18%	(84,561)	-4.33%	1,724,432	10.67%	(143,368)	-7.68%
36 Severence Payments	148,901	0.97%		0.00%	(148,901)	-100.00%		0.00%	0	0.00%
37 Recruiting	408,036	2.65%	386,140	2.52%	(21,896)	-5.37%	394,765	2.44%	8,625	2.23%
38 Team Travel	1,798,219	11.70%	1,343,716	8.77%	(454,503)	-25.28%	1,752,743	10.84%	409,027	30.44%
39 Equipment, Uniforms and Supplies	394,646	2.57%	346,740	2.26%	(47,906)	-12.14%	509,395	3.15%	162,655	46.91%
40 Game Expenses	535,908	3.49%	595,001	3.88%	59,093	11.03%	624,851	3.86%	29,850	5.02%
41 Fund Raising, Marketing, Promotion	168,362	1.10%	193,685	1.26%	25,323	15.04%	259,850	1.61%	66,165	34.16%
42 Direct Facilities/Maint/Rentals	52,576	0.34%	22,000	0.14%	(30,576)	-58.16%	22,000	0.14%	0	0.00%
43 Debt Service on Facilities		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Spirit Groups		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Medical Expenses & Insurance	240,419	1.56%	366,025	2.39%	125,606	52.24%	386,326	2.39%	20,301	5.55%
46 Memberships & Dues	412,144	2.68%	409,100	2.67%	(3,044)	-0.74%	409,100	2.53%	0	0.00%
47 NCAA/Special Event/Bowls		0.00%	400,000	2.61%	400,000	100.00%		0.00%	(400,000)	-100.00%
48 Other Operating Expenses	1,148,759	7.47%	1,140,943	7.44%	(7,816)	-0.68%	1,258,433	7.78%	117,490	10.30%
49 Subtotal Operating Expenditures	12,621,121	82.09%	12,535,242	81.77%	(85,879)	191.34%	13,259,637	82.01%	724,395	86.31%
50 Non-Cash Expenditures										
51 3rd Party Coaches Compensation	245,400	1.60%	252,600	1.65%	7,200	2.93%	357,600	2.21%	105,000	41.57%
52 3rd Party Admin Staff Compensation	17,500	0.11%	17,500	0.11%	0	0.00%	17,500	0.11%	0	0.00%
53 Indirect Facilities & Admin Support	233,521	1.52%	184,147	1.20%	(49,374)	-21.14%	233,500	1.44%	49,353	26.80%
54 Non-Cash Expense	539,460	3.51%	539,460	3.52%	0	0.00%	500,000	3.09%	(39,460)	-7.31%
55 Out-of-State Tuition Expense	1,716,831	11.17%	1,800,000	11.74%	83,169	4.84%	1,800,000	11.13%	0	0.00%
56 Subtotal Non-Cash Expenditures	2,752,712	17.91%	2,793,707	18.23%	40,995	-91.34%	2,908,600	17.99%	114,893	13.69%
57 Total Expenditures:	15,373,833	100.00%	15,328,949	100.00%	(44,884)	-0.29%	16,168,237	100.00%	839,288	5.48%

University of Idaho
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
58										
59 Net Income/(deficit)	(441,153)		(91,047)		350,106	-79.36%	(593,799)		(502,752)	552.19%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	(155,945)		(246,992)		(91,047)	58.38%	(840,791)		(593,799)	240.41%
62										
63 Sport Camps & Clinics										
64 Revenue	194,220		246,050		51,830	26.69%	250,000	1.55%	3,950	1.61%
65 Coach Compensation from Camp	73,901		62,968		(10,933)	-14.79%	65,000	0.40%	2,032	3.23%
66 Camp Expenses	170,550		183,082		12,532	7.35%	185,000	1.14%	1,918	1.05%
67 Total Expenses	244,451		246,050		1,599	0.65%	250,000	1.55%	3,950	1.61%
68										
69 Net Income from Camps	-50,231		0		50,231	-100.00%	0		0	0.00%

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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	2,154,873	17.69%	2,220,000	17.84%	65,127	3.02%	2,290,814	18.09%	70,814	3.19%
3 Contributions	2,368,227	19.44%	2,291,568	18.41%	(76,659)	-3.24%	1,951,873	15.41%	(339,695)	-14.82%
4 State Support	2,150,549	17.66%	2,272,219	18.26%	121,670	5.66%	2,214,700	17.49%	(57,519)	-2.53%
5 Institutional Gender Equity	846,560	6.95%	846,560	6.80%	0	0.00%	1,632,885	12.89%	786,325	92.88%
6 Institutional Support	743,900	6.11%	717,400	5.76%	(26,500)	-3.56%	617,500	4.88%	(99,900)	-13.93%
7 NCAA/Conference	1,381,112	11.34%	1,565,340	12.58%	184,228	13.34%	1,491,896	11.78%	(73,444)	-4.69%
8 TV/Radio/Internet	50,000	0.41%	50,000	0.40%	0	0.00%	50,000	0.39%	0	0.00%
9 Concessions/program/etc.	36,903	0.30%	44,500	0.36%	7,597	20.59%	44,500	0.35%	0	0.00%
10 Advertising/sponsorship/Royalty	114,678	0.94%	393,700	3.16%	279,022	243.31%	404,900	3.20%	11,200	2.84%
11 Endowments	285,056	2.34%	263,770	2.12%	(21,286)	-7.47%	263,770	2.08%	0	0.00%
12 NCAA/Bowl/World Series	0	0.00%	400,000	3.21%	400,000	100.00%	0	0.00%	(400,000)	-100.00%
13 Other	73,749	0.61%	15,000	0.12%	(58,749)	-79.66%	29,000	0.23%	14,000	93.33%
14 Total General Revenue	10,205,607	83.79%	11,080,057	89.04%	874,450	8.57%	10,991,838	86.78%	(88,219)	-0.80%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales	858,490	7.05%	495,138	3.98%	(363,352)	-42.32%	555,000	4.38%	59,862	12.09%
19 Game Guarantees	850,000	6.98%	725,000	5.83%	(125,000)	-14.71%	950,000	7.50%	225,000	31.03%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	75,771	0.62%	50,000	0.40%	(25,771)	-34.01%	55,000	0.43%	5,000	10.00%
23 Game Guarantees	140,000	1.15%	65,000	0.52%	(75,000)	-53.57%	85,000	0.67%	20,000	30.77%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country	3,873	0.03%		0.00%	(3,873)	-100.00%		0.00%	0	0.00%
26 Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27 Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
29 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31 Total Men's Sport Revenue	1,928,134	15.83%	1,335,138	10.73%	(592,996)	-30.75%	1,645,000	12.99%	309,862	23.21%
32 Women's Programs										
33 Volleyball										
34 Ticket Sales	14,392	0.12%	8,000	0.06%	(6,392)	-44.41%	8,000	0.06%	0	0.00%
35 Game Guarantees		0.00%		0.00%	0	0.00%	4,000	0.03%	4,000	100.00%
36 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Basketball										
38 Ticket Sales	13,460	0.11%	7,000	0.06%	(6,460)	-47.99%	7,000	0.06%	0	0.00%
39 Game Guarantees	15,000	0.12%	14,000	0.11%	(1,000)	-6.67%	10,000	0.08%	(4,000)	-28.57%
40 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41 Track & Field/Cross Country	3,375	0.03%		0.00%	(3,375)	-100.00%		0.00%	0	0.00%
42 Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
46 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49 Total Women's Sport Rev	46,227	0.38%	29,000	0.23%	(17,227)	-37.27%	29,000	0.23%	0	0.00%
50 Total Revenue	12,179,968	100.00%	12,444,195	100.00%	264,227	2.17%	12,665,838	100.00%	221,643	1.78%

University of Idaho
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
51 Expenditures by Sport										
52 Administrative and General										
53 Athletic Director Office	813,976	6.45%	977,490	7.80%	163,514	20.09%	944,355	7.12%	(33,135)	-3.39%
54 Fund Raising Office	269,717	2.14%	348,990	2.78%	79,273	29.39%	315,816	2.38%	(33,174)	-9.51%
55 Academics Support	256,306	2.03%	215,720	1.72%	(40,586)	-15.83%	141,340	1.07%	(74,380)	-34.48%
56 Media Relations	224,066	1.78%	206,262	1.65%	(17,804)	-7.95%	195,518	1.47%	(10,744)	-5.21%
57 Marketing and Promotions	113,371	0.90%	132,073	1.05%	18,702	16.50%	221,692	1.67%	89,619	67.86%
58 Ticket Office	61,302	0.49%	45,378	0.36%	(15,924)	-25.98%	49,948	0.38%	4,570	10.07%
59 Athletic Training Room	523,376	4.15%	257,340	2.05%	(266,036)	-50.83%	270,000	2.04%	12,660	4.92%
60 Memberships and Dues	412,144	3.27%	409,100	3.26%	(3,044)	-0.74%	409,100	3.09%	0	0.00%
61 Facilities Mtn & Debt Service	40,265	0.32%	40,000	0.32%	(265)	-0.66%		0.00%	(40,000)	-100.00%
62 Capital Improvements	57,276	0.45%	11,750	0.09%	(45,526)	-79.49%	7,000	0.05%	(4,750)	-40.43%
63 NCAA/Special Event/Bowls		0.00%	400,000	3.19%	400,000	100.00%		0.00%	(400,000)	-100.00%
64 Other Miscellaneous	658,233	5.22%	955,422	7.62%	297,189	45.15%	1,145,440	8.64%	190,018	19.89%
65 Total Admin & General	3,430,032	27.18%	3,999,525	31.91%	569,493	16.60%	3,700,209	27.91%	(299,316)	-7.48%
66										
67 Men's Programs:										
68 Football	4,158,655	32.95%	3,671,529	29.29%	(487,126)	-11.71%	4,394,675	33.14%	723,146	19.70%
69 Basketball	1,229,641	9.74%	1,087,113	8.67%	(142,528)	-11.59%	1,201,878	9.06%	114,765	10.56%
70 Track & Field/Cross Country	395,861	3.14%	363,053	2.90%	(32,808)	-8.29%	371,934	2.81%	8,881	2.45%
71 Tennis	134,539	1.07%	162,258	1.29%	27,719	20.60%	170,330	1.28%	8,072	4.97%
72 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
74 Golf	169,331	1.34%	160,928	1.28%	(8,403)	-4.96%	169,099	1.28%	8,171	5.08%
75 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Total Men's Programs	6,088,027	48.24%	5,444,881	43.44%	(643,146)	-10.56%	6,307,916	47.57%	863,035	15.85%
78										
79 Women's Programs										
80 Volleyball	582,484	4.62%	591,658	4.72%	9,174	1.57%	608,421	4.59%	16,763	2.83%
81 Basketball	871,047	6.90%	820,476	6.55%	(50,571)	-5.81%	866,601	6.54%	46,125	5.62%
82 Track & Field/Cross Country	469,861	3.72%	459,875	3.67%	(9,986)	-2.13%	450,826	3.40%	(9,049)	-1.97%
83 Tennis	211,775	1.68%	203,493	1.62%	(8,282)	-3.91%	214,602	1.62%	11,109	5.46%
84 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
85 Golf	197,558	1.57%	192,037	1.53%	(5,521)	-2.79%	203,836	1.54%	11,799	6.14%
86 Soccer	433,102	3.43%	397,347	3.17%	(35,755)	-8.26%	483,485	3.65%	86,138	21.68%
87 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88 Skiing		0.00%		0.00%	0	0.00%		0.00%	96,959	100.00%
89 Swimming	337,235	2.67%	425,950	3.40%	88,715	26.31%	423,741	3.20%	(2,209)	-0.52%
90 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Total Women's Programs	3,103,062	24.59%	3,090,836	24.66%	(12,226)	-0.39%	3,251,512	24.52%	257,635	8.34%
92										
93 Total Expenditures	12,621,121	100.00%	12,535,242	100.00%	(85,879)	-0.68%	13,259,637	100.00%	724,395	5.78%

**Lewis Clark College
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
1 Revenue:										
Program Revenue:										
Ticket Sales	34,339	0.98%	36,078	1.20%	1,739	5.06%	35,000	0.97%	(1,078)	-2.99%
Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Contributions	517,505	14.80%	478,180	15.96%	(39,325)	-7.60%	481,680	13.42%	3,500	0.73%
NCAA/Conference/Tournaments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
TV/Radio/Internet Rights	5,900	0.17%	8,000	0.27%	2,100	35.59%	5,000	0.14%	(3,000)	-37.50%
Program/Novelty Sales, Concessionns, Parking		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Royalty, Advertisement, Sponsorship		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Endowment/Investment Income		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Other		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Total Program Revenue	557,744	15.95%	522,258	17.43%	(35,486)	-6.36%	521,680	14.53%	(578)	-0.11%
Non-Program Revenue:										
NCAA/Bowl/World Series	504,117	14.42%	203,915	6.81%	(300,202)	-59.55%	525,000	14.62%	321,085	157.46%
Student Fees	292,440	8.37%	301,159	10.05%	8,719	2.98%	330,000	9.19%	28,841	9.58%
Direct State/Govt Support	844,675	24.16%	715,735	23.89%	(128,940)	-15.27%	806,820	22.47%	91,085	12.73%
Gender Equity - Appropriated Funds		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Direct Institutional Support	126,500	3.62%	126,500	4.22%	0	0.00%	126,500	3.52%	0	0.00%
Subtotal State/Institutional Support	971,175	27.78%	842,235	28.11%	(128,940)	-13.28%	933,320	25.99%	91,085	10.81%
Total Non-Program Revenue	1,767,732	50.56%	1,347,309	44.97%	(420,423)	-23.78%	1,788,320	49.81%	441,011	32.73%
Subtotal Operating Revenue	2,325,476	66.52%	1,869,567	62.40%	(455,909)		2,310,000	64.34%	440,433	23.56%
Non-Cash Revenue										
Third Party Support	29,500	0.84%	36,800	1.23%	7,300	24.75%	40,000	1.11%	3,200	8.70%
Indirect Institutional Support	162,004	4.63%	156,126	5.21%	(5,878)	-3.63%	162,500	4.53%	6,374	4.08%
Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Out-of-State Tuition Revenue	979,004	28.00%	933,641	31.16%	(45,363)	-4.63%	1,077,900	30.02%	144,259	15.45%
Subtotal Non-Cash Revenue	1,170,508	33.48%	1,126,567	37.60%	(43,941)	-3.75%	1,280,400	35.66%	153,833	13.66%
28 Total Revenue:	3,495,984	100.00%	2,996,134	100.00%	(499,850)	-14.30%	3,590,400	100.00%	594,266	19.83%
30 Expenditures										
Operating Expenditures:										
Athletics Student Aid	450,610	13.00%	450,105	15.24%	(505)	-0.11%	403,500	11.25%	(46,605)	-10.35%
Guarantees	31,247	0.90%	59,710	2.02%	28,463	91.09%	44,500	1.24%	(15,210)	-25.47%
Coaching Salary/Benefits	470,251	13.57%	416,100	14.09%	(54,151)	-11.52%	510,168	14.23%	94,068	22.61%
Admin Staff Salary/Benefits	257,402	7.43%	179,722	6.09%	(77,680)	-30.18%	200,102	5.58%	20,380	11.34%
Severance Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Recruiting	25,905	0.75%	24,445	0.83%	(1,460)	-5.64%	20,900	0.58%	(3,545)	-14.50%
Team Travel	231,311	6.67%	221,279	7.49%	(10,032)	-4.34%	252,000	7.03%	30,721	13.88%
Equipment, Uniforms and Supplies	133,200	3.84%	132,313	4.48%	(887)	-0.67%	121,600	3.39%	(10,713)	-8.10%
Game Expenses	75,964	2.19%	68,521	2.32%	(7,443)	-9.80%	72,850	2.03%	4,329	6.32%
Fund Raising, Marketing, Promotion		0.00%	1,776	0.06%	1,776	100.00%	1,450	0.04%	(326)	-18.36%
Direct Facilities/Maint/Rentals		0.00%		0.00%	0	0.00%	1,750	0.05%	1,750	100.00%
Debt Service on Facilities		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Spirit Groups		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Medical Expenses & Insurance	20,000	0.58%	16,800	0.57%	(3,200)	-16.00%	17,000	0.47%	200	1.19%
Memberships & Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
NCAA/Special Event/Bowls	497,730	14.36%	173,419	5.87%	(324,311)	-65.16%	525,000	14.64%	351,581	202.74%
Other Operating Expenses	102,401	2.95%	82,384	2.79%	(20,017)	-19.55%	134,180	3.74%	51,796	62.87%
Subtotal Operating Expenditures	2,296,021	66.23%	1,826,574	61.85%	(469,447)	91.44%	2,305,000	64.29%	478,426	75.67%
Non-Cash Expenditures										
3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
Indirect Facilities & Admin Support	162,004	4.67%	156,126	5.29%	(5,878)	-3.63%	162,500	4.53%	6,374	4.08%
Non-Cash Expense	29,500	0.85%	36,800	1.25%	7,300	24.75%	40,000	1.12%	3,200	8.70%
Out-of-State Tuition Expense	979,004	28.24%	933,641	31.62%	(45,363)	-4.63%	1,077,900	30.06%	144,259	15.45%
Subtotal Non-Cash Expenditures	1,170,508	33.77%	1,126,567	38.15%	(43,941)	8.56%	1,280,400	35.71%	153,833	24.33%
57 Total Expenditures:	3,466,529	100.00%	2,953,140	100.00%	(513,389)	-14.81%	3,585,400	100.00%	632,260	21.41%

Lewis Clark State College
Intercollegiate Athletics Report
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
58										
59 Net Income/(deficit)	29,455		42,993		13,538	45.96%	5,000		(37,993)	-88.37%
60										
61 Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)	143,630		186,623		42,993	29.93%	191,623		5,000	2.68%
62										
63 Sport Camps & Clinics										
64 Revenue	83,582		54,652		(28,930)	-34.61%	85,000	2.37%	30,348	55.53%
65 Coach Compensation from Camp	17,450		22,747		5,297	30.35%	25,000	0.70%	2,253	9.91%
66 Camp Expenses	45,027		17,297		(27,730)	-61.58%	40,000	1.12%	22,703	131.25%
67 Total Expenses	62,477		40,044		(22,433)	-35.91%	65,000	1.81%	24,956	62.32%
68										
69 Net Income from Camps	21,105		14,608		(6,497)	-30.78%	20,000		5,392	36.91%

Lewis Clark State College
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
Revenue by Program:										
1 General Revenue:										
2 Student Fees	292,440	12.58%	301,159	16.11%	8,719	2.98%	330,000	14.29%	28,841	9.58%
3 Contributions	181,674	7.81%	105,174	5.63%	(76,500)	-42.11%	220,000	9.52%	114,826	109.18%
4 State Support	844,675	36.32%	715,735	38.28%	(128,940)	-15.27%	806,820	34.93%	91,085	12.73%
5 Institutional Gender Equity	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
6 Institutional Support	126,500	5.44%	126,500	6.77%	0	0.00%	126,500	5.48%	0	0.00%
7 NCAA/Conference	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
8 TV/Radio/Internet	5,900	0.25%	8,000	0.43%	2,100	35.59%	5,000	0.22%	(3,000)	-37.50%
9 Concessions/program/etc.	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
10 Advertising/sponsorship/Royalty	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11 Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12 NCAA/Bowl/World Series	504,117	21.68%	203,915	10.91%	(300,202)	-59.55%	525,000	22.73%	321,085	157.46%
13 Other	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
14 Total General Revenue	1,955,306	84.08%	1,460,483	78.12%	(494,823)	-25.31%	2,013,320	87.16%	552,837	37.85%
15 Revenue By Sport:										
16 Men's Programs:										
17 Football										
18 Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
19 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
20 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21 Basketball										
22 Ticket Sales	7,555	0.32%	7,937	0.42%	382	5.06%	7,700	0.33%	(237)	-2.99%
23 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24 Contributions (Fundraising)	29,394	1.26%	46,108	2.47%	16,714	56.86%	40,000	1.73%	(6,108)	-13.25%
24 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25 Track & Field/Cross Country (Contributions & Fundraising)	18,729	0.81%	26,474	1.42%	7,745	41.35%	16,000	0.69%	(10,474)	-39.56%
26 Tennis (Contributions & Fundraising)	24,183	1.04%	27,379	1.46%	3,196	13.22%	9,000	0.39%	(18,379)	-67.13%
27 Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28 Ticket Sales	17,169	0.74%	18,039	0.96%	870	5.07%	17,500	0.76%	(539)	-2.99%
29 Contributions (Fundraising)	51,037	2.19%	56,489	3.02%	5,452	10.68%	67,000	2.90%	10,511	18.61%
29 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30 Golf (Contributions & Fundraising)	16,038	0.69%	12,917	0.69%	(3,121)	-19.46%	10,000	0.43%	(2,917)	-22.58%
31 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
32 Total Men's Sport Revenue	164,105	7.06%	195,343	10.45%	31,238	19.04%	167,200	7.24%	(28,143)	-14.41%
33 Women's Programs										
34 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
35 Ticket Sales	2,060	0.09%	2,165	0.12%	105	5.08%	2,100	0.09%	(65)	-2.99%
36 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Contributions (Fundraising)	40,769	1.75%	22,619	1.21%	(18,150)	-44.52%	40,180	1.74%	17,561	77.64%
38 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
39 Basketball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40 Ticket Sales	7,555	0.32%	7,937	0.42%	382	5.06%	7,700	0.33%	(237)	-2.99%
41 Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42 Contributions (Fundraising)	57,416	2.47%	64,565	3.45%	7,149	12.45%	32,000	1.39%	(32,565)	-50.44%
43 Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Track & Field/Cross Country (Contributions & Fundraising)	47,284	2.03%	56,302	3.01%	9,018	19.07%	28,500	1.23%	(27,802)	-49.38%
45 Tennis (Contributions & Fundraising)	35,264	1.52%	36,323	1.94%	1,059	3.00%	9,000	0.39%	(27,323)	-75.22%
46 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 Golf (Contributions & Fundraising)	15,717	0.68%	23,829	1.27%	8,112	51.61%	10,000	0.43%	(13,829)	-58.03%
48 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
50 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
51 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 Total Women's Sport Rev	206,065	8.86%	213,741	11.43%	7,676	3.72%	129,480	5.61%	(84,261)	-39.42%
53 Total Revenue	2,325,476	100.00%	1,869,567	100.00%	(455,909)	-19.60%	2,310,000	100.00%	440,433	23.56%

**Lewis Clark State College
Intercollegiate Athletics Report
FY09 Actuals, Revised Estimates for FY10, and FY11 Operating Budgets**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
					(3-1)	(5/1)			(7-3)	(9/3)
	FY09 Act	%	FY10 Est as of 5/10	%	Variance 10 Est/09 Act	Variance %	FY11 Orig Oper Bdgt	%	Variance 11 Bud/10 Est	Variance %
54 Expenditures by Sport										
55 Administrative and General										
56 Athletic Director Office	350,040	15.25%	276,326	15.13%	(73,714)	-21.06%	330,000	14.32%	53,674	19.42%
57 Fund Raising Office	6,381	0.28%		0.00%	(6,381)	-100.00%		0.00%	0	0.00%
58 Academics Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59 Media Relations		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
60 Marketing and Promotions		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
61 Ticket Office		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
62 Athletic Training Room	52,083	2.27%	40,367	2.21%	(11,716)	-22.49%	47,500	2.06%	7,133	17.67%
63 Memberships and Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
64 Facilities Mtn & Debt Service		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
65 Capital Improvements		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
66 NCAA/Special Event/Bowls	497,730	21.68%	173,419	9.49%	(324,311)	-65.16%	525,000	22.78%	351,581	202.74%
67 Other Miscellaneous		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
68 Total Admin & General	906,234	39.47%	490,112	26.83%	(416,122)	-45.92%	902,500	39.15%	412,388	84.14%
69										
70 Men's Programs:										
71 Football		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
72 Basketball	213,147	9.28%	214,033	11.72%	886	0.42%	221,000	9.59%	6,967	3.26%
73 Track & Field/Cross Country	45,480	1.98%	52,321	2.86%	6,841	15.04%	47,500	2.06%	(4,821)	-9.21%
74 Tennis	32,749	1.43%	36,322	1.99%	3,573	10.91%	41,400	1.80%	5,078	13.98%
75 Baseball	441,992	19.25%	411,044	22.50%	(30,948)	-7.00%	445,100	19.31%	34,056	8.29%
76 Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77 Golf	47,926	2.09%	44,495	2.44%	(3,431)	-7.16%	43,800	1.90%	(695)	-1.56%
78 Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
79 Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
80 Total Men's Programs	781,294	34.03%	758,214	41.51%	(23,080)	-2.95%	798,800	34.66%	40,586	5.35%
81										
82 Women's Programs										
83 Volleyball	199,757	8.70%	196,794	10.77%	(2,963)	-1.48%	201,000	8.72%	4,206	2.14%
84 Basketball	229,567	10.00%	220,886	12.09%	(8,681)	-3.78%	216,000	9.37%	(4,886)	-2.21%
85 Track & Field/Cross Country	82,642	3.60%	81,710	4.47%	(932)	-1.13%	84,400	3.66%	2,690	3.29%
86 Tennis	38,828	1.69%	43,236	2.37%	4,408	11.35%	43,100	1.87%	(136)	-0.31%
87 Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88 Golf	57,699	2.51%	35,622	1.95%	(22,077)	-38.26%	59,200	2.57%	23,578	66.19%
89 Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90 Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91 Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
92 Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
93 Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
94 Total Women's Programs	608,493	26.50%	578,248	31.66%	(30,245)	-4.97%	603,700	26.19%	25,452	4.40%
95										
96 Total Expenditures	2,296,021	100.00%	1,826,574	100.00%	(469,447)	-20.45%	2,305,000	100.00%	478,426	26.19%

CONSENT AGENDA
JUNE 17, 2009

SUBJECT

Approval of FY 2011 Appropriated Funds Operating Budgets

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section V.B.3.b.(2), 4.b.(1), 5.c, 6.b.

BACKGROUND/DISCUSSION

Per Board policy, each institution, school or agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy states, "each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations passed by the Legislature during the 2010 session.

For the college and universities non-appropriated operating budgets, Board policy requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are submitted to the Board office and are available to Board members.

Operating budgets are presented in two formats: budgets for agencies, health programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. The source of revenue contains all sources of revenues (General Funds, Federal Funds, Miscellaneous Revenue, and any other fund source).

For the college and universities, postsecondary professional-technical education and agricultural research & extension, supplemental information is provided including personnel costs summarized by type of position. The college and universities reports only contain information about appropriated funds, which include state General Funds, endowment funds, federal stimulus funds, and appropriated student fees.

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2011, and allows the agencies and institutions to continue operations from FY 2010 into FY 2011.

CONSENT AGENDA
JUNE 17, 2009

STAFF COMMENTS AND RECOMMENDATIONS

Budgets were developed according to legislative intent and/or Board guidelines. Board staff has reviewed the documents and reminds the Board that agency and institution appropriations contain the FY 2011 base reductions.

The lists of FY 2011 maintenance projects recommended by the Permanent Building Fund Advisory Council is included starting at page 41. Funding for these projects is contingent on 2010 general fund revenues. Senate Bill 1445 provides that if General Fund revenues for fiscal year 2010 do not meet the legislative target of \$2,280,000,000, and the remaining cash balance in the General Fund is insufficient to cover revenue shortfalls for the remainder of fiscal year 2010, the State Board of Examiners is authorized to direct the State Controller to transfer up to \$27,944,600 from the Permanent Building Fund to the General Fund for the purpose of balancing the state budget. This would delay the budgeted expenditures for fiscal year 2011 of \$22,987,600 for maintenance projects.

BOARD ACTION

A motion to approve the FY 2011 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research & Extension, Health Education and Special Programs, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
JUNE 17, 2009**

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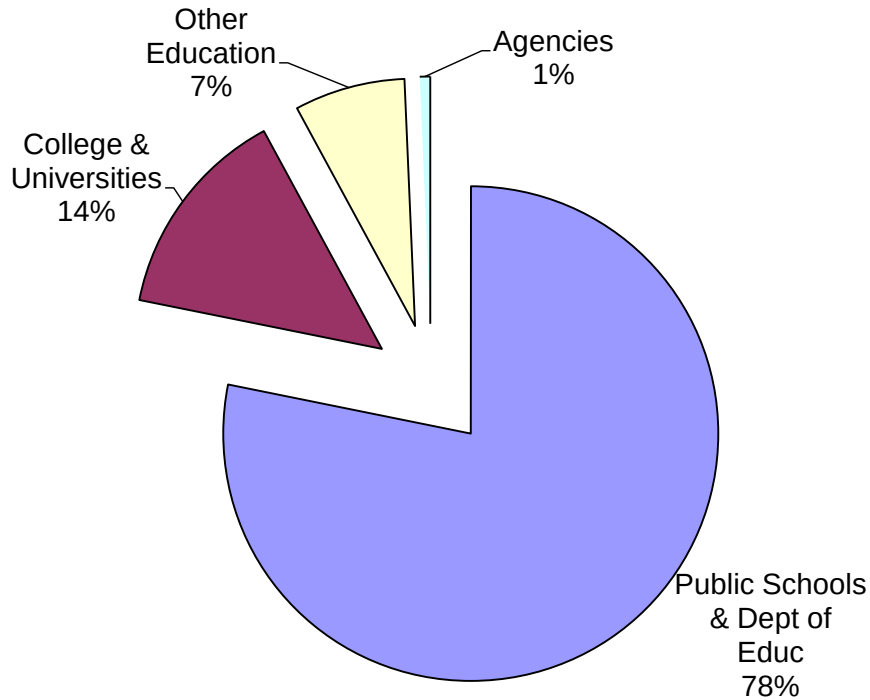
**CONSENT AGENDA
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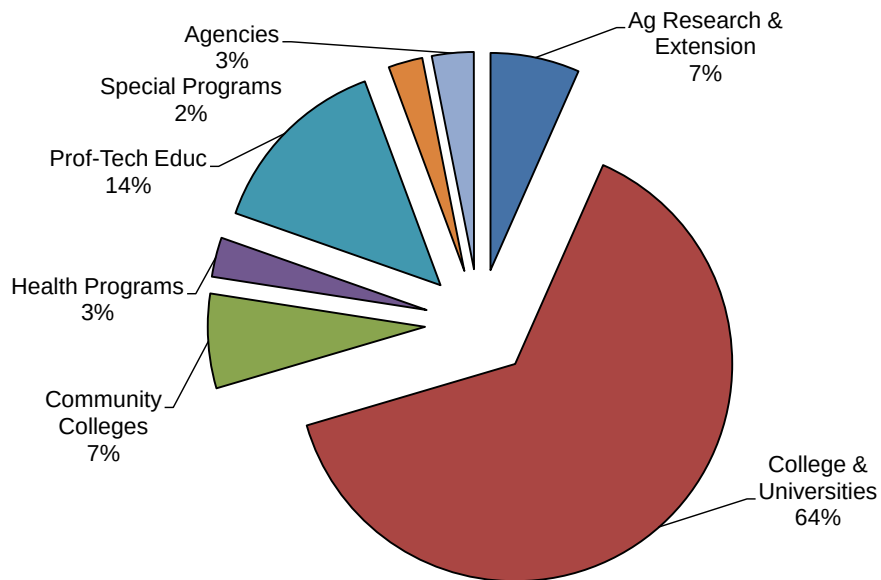
State Board of Education

FY11 General Funds by Program

Includes Public Schools and Department of Education General Funds



Excludes Public Schools and Department of Education General Funds



CONSENT AGENDA
JUNE 17, 2009

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**CONSENT AGENDA
JUNE 17, 2009**

**STATE BOARD OF EDUCATION AGENCIES
FY 2011 BUDGET OVERVIEW**

In accordance with Board policy, each agency prepares an operating budget for review and approval by the State Board of Education (SBOE). The appropriated operating budgets have been developed based on appropriations passed by the legislature during the 2010 session.

The operating budgets presented for agencies, health programs, and special programs contain a summary by program, by source of revenue, and by expenditure classification and a budget overview that briefly describes the program and changes from the previous fiscal year. The source of revenue contains all sources of revenues (General Funds, Federal Funds, Miscellaneous Revenue, and Economic Recovery Reserve Fund).

Agencies budgets include the FY 2011 base reductions.

**CONSENT AGENDA
JUNE 17, 2009**

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OFFICE OF THE STATE BOARD OF EDUCATION
FY 2011 Operating Budget

	FY 2010 BUDGET	FY 2011 BUDGET	PERCENT of CHANGE
By Cost Center:			
Office of the State Board of Education			
Management Services	1,295,100	1,297,400	0.18%
Academic Services	2,804,400	2,091,700	-25.41%
Fiscal Services	445,600	455,000	2.11%
System Wide Needs	151,200	142,500	-5.75%
Total Programs	4,696,300	3,986,600	-15.11%
By Fund Source:			
General Fund	2,041,800	2,035,000	-0.33%
Federal Funds	1,238,000	511,300	-58.70%
Miscellaneous Revenue	1,416,500	1,440,300	1.68%
Indirect Cost Recovery Fund			
Total Funds	4,696,300	3,986,600	-15.11%
By Expenditure Classification:			
Personnel Costs	1,567,000	1,568,900	0.12%
Operating Expenditures			
Communications	31,500	26,200	-16.83%
Employee Dev./Memberships	31,400	24,100	-23.25%
Professional & General Services	655,700	506,600	-22.74%
Travel	193,900	156,800	-19.13%
Supplies & Insurance	165,100	32,600	-80.25%
Other	356,500	318,200	-10.74%
Total Operating Expenditures	1,434,100	1,064,500	-25.77%
Capital Outlay	0	0	N/A
Trustee/Benefit Payments	1,695,200	1,353,200	-20.17%
Lump Sum	0	0	N/A
Total Expenditures	4,696,300	3,986,600	-15.11%
Full Time Position	23.50	21.25	-9.57%

Budget Overview

The reduction in general funds reflects the state-wide base reductions and the health insurance premium holiday. The reduction in federal funds is primarily attributed to the end of the College Challenge Access grant.

From the College and Universities appropriation, the Office was provided \$142,500 for System-wide needs.

The Office of the State Board of Education has lump sum authority, however, the allocation of expenditures has been provided for the Board's review.

**CONSENT AGENDA
JUNE 17, 2009**

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IDAHO PUBLIC TELEVISION

FY 2011 Operating Budget

		FY 2010 BUDGET	FY 2011 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Programming	1,497,663	1,441,500	-3.75%
4	Technical Services (1)	2,211,973	2,610,800	18.03%
5	Communications	617,697	609,000	-1.41%
6	Production	1,206,606	1,035,300	-14.20%
7	Projects Depending on Funding (2)	80,180	440,600	N/A
8	Administration	1,290,054	1,214,900	-5.83%
9	Marketing	1,005,213	972,700	-3.23%
10	Total Programs	7,909,386	8,324,800	5.25%
11	By Fund Source:			
12	General Fund	1,659,800	1,390,500	-16.22%
13	Federal Funds (3)	764,080	1,455,400	90.48%
14	Dedicated CPB Funds	972,600	926,200	-4.77%
15	Local Funds	4,432,726	4,112,100	-7.23%
16	Projects Depending on Funding (2)	80,180	440,600	
17	Total Funds	7,909,386	8,324,800	5.25%
18	By Expenditure Classification:			
19	Personnel Costs	3,795,881	3,793,500	-0.06%
20	Operating Expenditures			
21	Programming Rights and Other	1,406,448	1,114,180	-20.78%
22	Production and Other	463,722	493,510	6.42%
23	Repair/Maintenance and Rental	633,209	678,790	7.20%
24	Professional and Other Services	686,246	667,720	-2.70%
25	Utility Costs	105,000	125,000	19.05%
26	Total Operating Expenditures	3,294,625	3,079,200	-6.54%
27	Capital Outlay	818,880	1,452,100	77.33%
28	Total Expenditures	7,909,386	8,324,800	5.25%
29	Full Time Position (4)	57.00	57.00	0.00%

30 Budget Overview

31 (1) Increase in technical costs for one-time federal equipment grants.

(2) Special projects will only occur if new, additional funding sources are identified.

(3) Second FY10 non-cog request in federal funds \$1.3M not reflected in total above. CPB grant \$97,200 appropriated in Personal FY11.

(4) Three positions laid off and frozen due to FY 2010 personnel holdbacks.

Notes:

FY 2011 budget per SB1417

FY 2010 budget per SB1237

**CONSENT AGENDA
JUNE 17, 2009**

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IDAHO DIVISION OF VOCATIONAL REHABILITATION
FY 2011 Operating Budget

		FY 2010 BUDGET	FY 2011 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	Renal Disease	529,800	527,700	-0.40%
4	Vocational Rehabilitation	25,101,000	19,016,900	-24.24%
5	Epilepsy League	0	0	0.00%
7	Comm. Supp. Employ. Work Svcs. (CSE)	3,491,500	3,490,100	-0.04%
7	Council for the Deaf & Hard of Hearing	0	137,800	100.00%
8				
9	Total Programs	29,122,300	23,172,500	-20.43%
10	By Fund Source:			
11	General Fund	0001 7,113,600	7,198,900	1.20%
12	Federal Funds	0348 17,375,300	14,370,000	-17.30%
13	Miscellaneous Revenue	0349 944,200	951,700	0.79%
14	Dedicated Funds	0288 651,900	651,900	0.00%
15	Economic Recovery Reserve Fund	0346 3,037,300	0	-100.00%
16	Total Funds	29,122,300	23,172,500	-20.43%
17	By Expenditure Classification:			
18	Personnel Costs	8,666,800	8,244,700	-4.87%
19	Operating Expenditures			
	Communications	457,088	321,178	-29.73%
	Employee Dev./Memberships	193,032	116,792	-39.50%
	Professional & General Services	2,062,560	218,985	-89.38%
	Travel	185,040	145,990	-21.10%
	Supplies & Insurance	368,032	116,792	-68.27%
	Other	884,648	540,163	-38.94%
	Total Operating Expenditures	4,150,400	1,459,900	-64.83%
20	Capital Outlay	1,097,200	0	-100.00%
21	Trustee/Benefit Payments	15,207,900	13,467,900	-11.44%
22	Total Expenditures	29,122,300	23,172,500	-20.43%
23	Full Time Position	149.00	151.00	1.34%

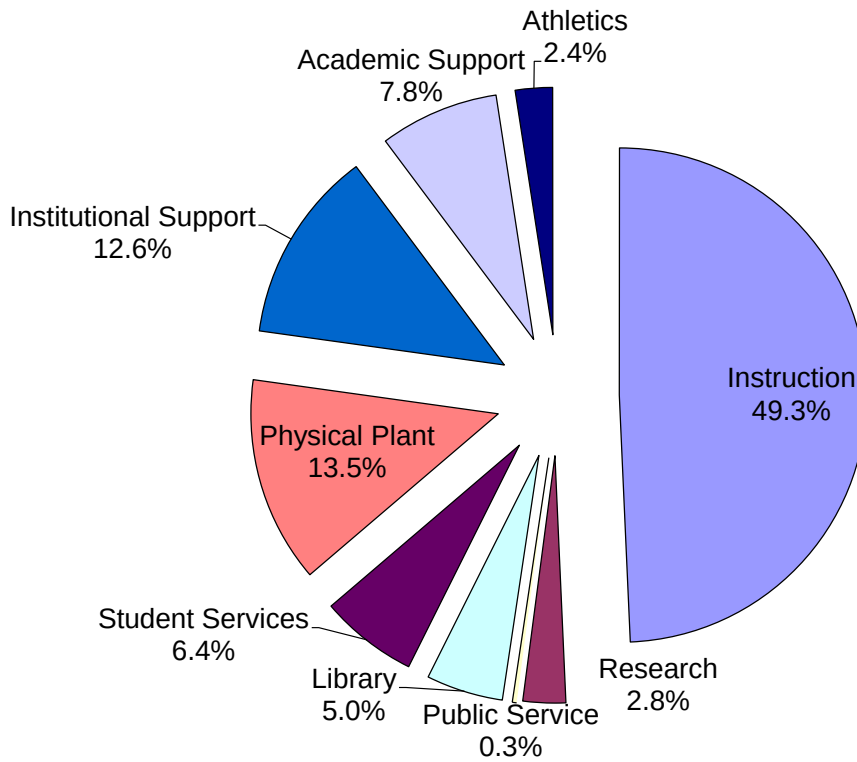
24 **Budget Overview**

- 25
- Personnel costs reflect the 2% federal employee compensation (CEC) decrease in House Bill No.268 during FY 2010, the employee benefit changes, and the inclusion of the personnel budget for the Council for the Deaf & Hard of Hearing.
 - Senate Bill 1428 appropriates moneys for the Idaho Division of Vocational Rehabilitation for FY 2011.
 - Decrease of 24.4% in VR program is due to two situations: 1) No FY 2011 spending authority for ARRA funds; 2) Loss of state appropriation resulting in the loss of federal match.
 - Increase in General appropriation is due to the Council for the Deaf & Hard of Hearing being moved under the VR program.
 - Decrease in Federal spending authority is due to the agency's inability to match all federal dollars available because of continued state spending reductions.
 - Economic Recovery Reserve Funds appropriation is ARRA funding allotted by the Federal Government to Idaho Vocational Rehabilitation.

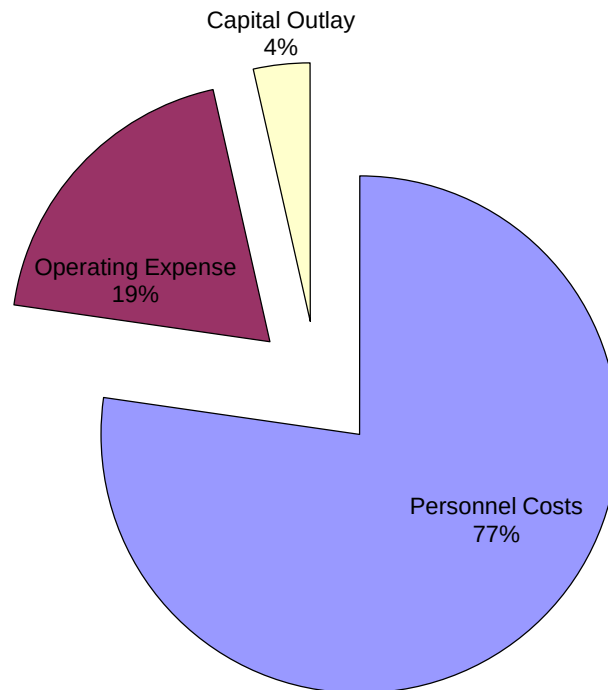
**CONSENT AGENDA
JUNE 17, 2009**

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COLLEGE & UNIVERSITIES
FY 2011 Appropriated Funds Budget By Function



FY 2009 Appropriated Funds Budget By Expenditure Classification



COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class

July 1, 2010 - June 30, 2011

	FY2010 Original Budget		FY2011 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$200,256,745	48.27%	\$198,472,787	49.30%	(\$1,783,958)	-0.89%
Research	11,352,728	2.74%	11,183,764	2.78%	(168,964)	-1.49%
Public Service	1,148,740	0.28%	1,145,546	0.28%	(3,194)	-0.28%
Library	20,549,796	4.95%	20,180,070	5.01%	(369,726)	-1.80%
Student Services	25,525,201	6.15%	25,630,794	6.37%	105,593	0.41%
Physical Plant	64,429,147	15.53%	54,176,750	13.46%	(10,252,397)	-15.91%
Institutional Support	51,045,711	12.31%	50,657,181	12.58%	(388,530)	-0.76%
Academic Support	31,345,668	7.56%	31,301,958	7.78%	(43,710)	-0.14%
Athletics	9,180,526	2.21%	9,816,705	2.44%	636,179	6.93%
13 Total Bdgt by Function	\$414,834,263	100.00%	\$402,565,555	100.00%	(\$12,268,708)	-2.96%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$123,075,497	30.44%	\$124,450,284	30.96%	\$1,374,787	1.12%
Executive/Admin	14,922,993	3.69%	14,755,530	3.67%	(167,463)	-1.12%
Managerial/Prof	44,178,382	10.93%	45,349,051	11.28%	1,170,669	2.65%
Classified	40,045,560	9.90%	38,525,149	9.58%	(1,520,411)	-3.80%
Grad Assist	7,885,052	1.95%	7,812,923	1.94%	(72,129)	-0.91%
Irregular Help	4,190,408	1.04%	4,238,980	1.05%	48,572	1.16%
Total Salaries	\$234,297,892	57.95%	\$235,131,917	58.49%	\$834,025	0.36%
Personnel Benefits	81,662,623	20.20%	75,547,489	18.79%	(6,115,134)	-7.49%
Total Pers Costs	\$315,960,515	78.15%	\$310,679,406	77.28%	(\$5,281,109)	-1.67%
Operating Expense:						
Travel	1,766,357	0.44%	1,554,002	0.39%	(212,355)	-12.02%
Utilities	14,878,980	3.68%	15,711,489	3.91%	832,509	5.60%
Insurance	3,388,317	0.84%	2,742,817	0.68%	(645,500)	-19.05%
Other Oper. Exp	54,081,457	13.38%	57,152,088	14.22%	3,070,631	5.68%
Total Oper. Exp	\$74,115,111	18.33%	\$77,160,396	19.19%	\$3,045,285	4.11%
Capital Outlay:						
Depart Equipment	4,991,030	1.23%	4,928,152	1.23%	(62,878)	-1.26%
Library Acquisitions	9,237,207	2.28%	9,267,201	2.31%	29,994	0.32%
Total Cap Outlay	\$14,228,237	3.52%	\$14,195,353	3.53%	(\$32,884)	-0.23%
36 Tot Bdgt by Exp Class	\$404,303,863	100.00%	\$402,035,155	100.00%	(\$2,268,708)	-0.56%
One-time Expenditures	\$18,758,337		\$3,934,245		(\$14,824,092)	
38 Activity Total	\$423,062,200		\$405,969,400		(\$17,092,800)	-4.04%
39 TOTAL FTE POSITIONS	3,854.87		3,834.71		(20.16)	-0.52%

**CONSENT AGENDA
JUNE 17, 2009**

**BOISE STATE UNIVERSITY
FY 2011 BUDGET OVERVIEW**

FY 2010 Base Operating Budget	\$133,517,400
Adjustments to Base -	
FY 2010 Holdback/Rescission	-6,039,800
Health Insurance Adjustments	-1,913,800
General Fund Reduction	-61,200
SWCAP	-309,800
Net Change in Tuition/fees (enrollment growth and 9% increase)	<u>6,741,900</u>
FY 2011 Base Operating Budget	\$131,934,700
FY 2011 ARRA Funds (<i>one-time funds</i>)	1,381,100

Boise State's FY 2011 operating budget of \$131,934,700 is \$1.58 million less than the previous year and the state General Fund appropriation is \$8+ million less than FY 2010. In an effort to meet student growth demands, the gap in funding is made up by internal budget reductions, reallocations, student enrollment growth and tuition increases.

FY 2010 one-time funding from the American Reinvestment and Recovery Act funds totaled \$4.9 million. That funding is reduced to \$1.38 million in FY 2011. There is no expectation of funding beyond FY 2011.

Boise State continues to experience significant enrollment increases. The 10 year trend shows an increase of 23% in student head count and a 38% increase in student FTE. The 5 year trend shows an increase of 9% in student head count and 15% in student FTE. This rate of growth places continued pressure on faculty, academic and student support systems as well as basic infrastructure systems.

The poor economic situation continues, resulting in no base funding increases from the state General Fund for maintenance of current operations (MCO). While strong enrollments play a significant factor in revenue changes, there is also a cost associated with growth. Further, given that state funding is significantly reduced, increased tuition for students was a necessary component of the FY 2011 base operating budget. Base funding from student tuition revenues assist with not only sustaining core functions, it also ensures the University maintains the capacity to serve a growing student population with some measure of predictability. If enrollment growth were funded as part of the MCO budget, the need to increase student tuition would be appreciably reduced.

Boise State has a rigorous annual planning and budget process that includes a thorough assessment of budget priorities, performance measures and strategic directions. This process began in January when the President, Vice Presidents, Deans, and Directors evaluated strategies, budgets, and performance. Much of the focus for FY 2011 continued to be on reductions and reallocations. The guiding principles of the process were to ensure the ability to

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continue to support core functions, maintain the capacity to serve students, link reductions to the strategic plan and to identify and implement additional efficiencies where possible.

Campus reductions from this process totaled \$3.1 million with the following breakdown:

- \$1.7 million in personnel costs
- \$1.1 million operating expenses
- \$163K travel
- \$130K capital outlay

By divisions the reductions are:

- Academic departments: 1.7%
- Research: 2%
- Advancement: 4%
- Finance and Administration: 3.7%
- Student Affairs: 2.8%
- President's departments: 3.7%

Of the \$1.7 million in personnel cost reductions, a total of 24.7 FTE were recommended for elimination from appropriated funding, of which 13.2 FTE are moving to non-appropriated funding sources. Thus, "elimination" is only in respect to the appropriated budget. Again, due to sustained enrollment growth, eliminating a significant number of positions would be counter to the guiding principles.

In many cases reorganizations and reallocations within units have been implemented to gain efficiencies. In some cases outsourcing has been implemented as with the University's mail services. In addition, the University is committed to funding prior commitments made for academic programs that were initially funded by donor or grant funds (programs with the college of engineering). As these one-time funds are depleted, the university is phasing-in funding to ensure previous commitments and accreditation requirements for these programs are met.

Space needs and facility building projects have been robust with multiple facility projects in various stages of completion on campus: The Norco nursing facility is now open, the CESED project is well underway and a new Micron College of Business and Economics will break ground soon. With the much needed new space comes the need to budget for occupancy costs to cover utility costs, custodial support and general building maintenance. Although occupancy costs are included in the state budget requests, these requests have been unfunded for the past few years.

The FY 2011 one-time funding from the American Reinvestment and Recovery Act totals \$1.38 million -- \$530,400 is allocated for CAES, and \$850,700 will likely be used for instructional salaries. Specific needs will be reviewed prior to final allocations. It is anticipated these funds will require additional reporting requirements; therefore the funds are allocated into unique accounts where expenditures can be easily reviewed and reconciled.

BOISE STATE UNIVERSITY
Budget Distribution by Activity and Expense Class
July 1, 2010 - June 30, 2011

	FY2010 Original Budget		FY2011 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$67,493,400	50.55%	\$67,812,954	51.40%	\$319,554	0.47%
Research	2,117,601	1.59%	2,114,336	1.60%	(3,265)	-0.15%
Public Service	1,071,185	0.80%	1,055,055	0.80%	(16,130)	-1.51%
Library	6,921,253	5.18%	6,730,328	5.10%	(190,925)	-2.76%
Student Services	7,899,334	5.92%	7,556,193	5.73%	(343,141)	-4.34%
Physical Plant	13,549,314	10.15%	13,467,975	10.21%	(81,339)	-0.60%
Institutional Support	18,810,617	14.09%	18,092,445	13.71%	(718,172)	-3.82%
Academic Support	13,331,081	9.98%	12,890,714	9.77%	(440,367)	-3.30%
Athletics	2,323,615	1.74%	2,214,700	1.68%	(108,915)	-4.69%
13 Total Bdgt by Function	\$133,517,400	100.00%	\$131,934,700	100.00%	(\$1,582,700)	-1.19%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$43,293,364	32.43%	\$44,457,848	33.70%	\$1,164,484	2.69%
Executive/Admin	4,486,260	3.36%	4,491,321	3.40%	5,061	0.11%
Managerial/Prof	18,520,420	13.87%	18,606,673	14.10%	86,253	0.47%
Classified	10,401,940	7.79%	9,927,926	7.52%	(474,014)	-4.56%
Grad Assist	2,604,436	1.95%	2,610,292	1.98%	5,856	0.22%
Irregular Help	642,877	0.48%	684,649	0.52%	41,772	6.50%
Total Salaries	\$79,949,297	59.88%	\$80,778,709	61.23%	\$829,412	1.04%
Personnel Benefits	27,122,369	20.31%	25,723,885	19.50%	(1,398,484)	-5.16%
Total Pers Costs	\$107,071,666	80.19%	\$106,502,594	80.72%	(\$569,072)	-0.53%
Operating Expense:						
Travel	\$532,932	0.40%	\$365,719	0.28%	(167,213)	-31.38%
Utilities	3,618,686	2.71%	3,723,186	2.82%	104,500	2.89%
Insurance	979,028	0.73%	669,228	0.51%	(309,800)	-31.64%
Other Oper. Exp	16,690,707	12.50%	16,257,689	12.32%	(433,018)	-2.59%
Total Oper. Exp	\$21,821,353	16.34%	\$21,015,822	15.93%	(\$805,531)	-3.69%
Capital Outlay:						
Depart Equipment	\$1,897,157	1.42%	\$1,659,066	1.26%	(238,091)	-12.55%
Library Acquisitions	2,727,224	2.04%	2,757,218	2.09%	29,994	1.10%
Total Cap Outlay	\$4,624,381	3.46%	\$4,416,284	3.35%	(\$208,097)	-4.50%
36 Tot Bdgt by Exp Class	\$133,517,400	100.00%	\$131,934,700	100.00%	(\$1,582,700)	-1.19%
One-time Expenditures	\$4,856,400		\$1,381,100		(\$3,475,300)	
38 Activity Total	\$138,373,800		\$133,315,800		(\$5,058,000)	-3.66%
39 TOTAL FTE POSITIONS	1,292.61		1,280.07		(12.54)	-0.97%

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**CONSENT AGENDA
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**IDAHO STATE UNIVERSITY
FY 2011 BUDGET OVERVIEW**

A unique process was used this budget cycle due to the financial crisis/holdback situation. Key deliberations were made using a Special Budget Consultation Committee, which included student, faculty and staff representation. FY 2011 budget priorities considered the following:

- Preserve Core Faculty
 - Tenure and Tenure Track
 - Research and Clinical
- Avoid layoffs
- Maintain and enhance student service
- Avoid adverse compensation impacts as ISU is already far below both peer institutions in Idaho and nationwide. Therefore, neither salary reductions nor furloughs are to be considered in budget planning.

ISU has taken several measures to control costs and become more efficient. These broad-based instructional cost containment efforts include: (1) increasing the enrollment limit of courses, (2) streamlining the schedule to eliminate redundancies, (3) using local funds to support instruction, (4) increasing faculty workload where appropriate, particularly for lecturers, (5) increasing the level of scrutiny of faculty workload activities, (6) eliminating overload compensation and bi-campus incentive pay, (7) promoting greater use of instructional technologies, and (8) increasing revenue-generating capacity by promoting the submittal of grant proposals for external funding. Several of these measures are inextricably linked. The greatest impact was related to schedule streamlining and increasing course capacities. Additionally, all staffing is under extremely tight control with our IPAS (Increased Personnel Action Scrutiny) program. This mandates that any staffing additions/changes must be approved by the President.

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

Through a combination of departmental budget reductions, Academic & Student Affairs reorganization savings, student enrollment increase, and an increase of student fee rates, we were able to offset a State funding reduction of \$9.7million. The FY 2011 resulting operating budget (\$108,512,100) represents a decrease of 0.88% from the FY 2010 operating budget. No CEC increase was budgeted except for faculty promotions in rank.

IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2010 - June 30, 2011

	FY2010 Original Budget		FY2011 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
1 By Function/ Exp Class						
2 By Function:						
4 Instruction	\$55,700,496	52.08%	\$55,388,205	51.90%	(\$312,291)	-0.56%
5 Research	2,714,307	2.54%	2,599,834	2.44%	(114,473)	-4.22%
6 Public Service	0	0.00%	0	0.00%	0	0.00%
7 Library	4,805,151	4.49%	4,790,718	4.49%	(14,433)	-0.30%
8 Student Services	5,788,947	5.41%	5,547,910	5.20%	(241,037)	-4.16%
9 Physical Plant	16,017,455	14.98%	15,759,024	14.77%	(258,431)	-1.61%
10 Institutional Support	10,827,757	10.12%	11,078,197	10.38%	250,440	2.31%
11 Academic Support	8,184,349	7.65%	8,627,867	8.08%	443,518	5.42%
12 Athletics	2,909,400	2.72%	2,936,200	2.75%	26,800	0.92%
13 Total Bdgt by Function	\$106,947,863	100.00%	\$106,727,955	100.00%	(\$219,908)	-0.21%
14 By Expense Class:						
15 Personnel Costs:						
16 Salaries:						
17 Faculty	\$32,317,751	30.22%	\$32,641,595	30.58%	\$323,844	1.00%
18 Executive/Admin	3,935,051	3.68%	3,720,746	3.49%	(214,305)	-5.45%
19 Managerial/Prof	11,134,001	10.41%	11,340,797	10.63%	206,796	1.86%
20 Classified	11,550,630	10.80%	11,277,923	10.57%	(272,707)	-2.36%
21 Grad Assist	1,455,318	1.36%	1,457,439	1.37%	2,121	0.15%
22 Irregular Help	2,012,037	1.88%	2,151,919	2.02%	139,882	6.95%
23 Total Salaries	\$62,404,788	58.35%	\$62,590,419	58.64%	\$185,631	0.30%
24 Personnel Benefits	21,727,515	20.32%	20,324,007	19.04%	(1,403,508)	-6.46%
25 Total Pers Costs	\$84,132,303	78.67%	\$82,914,426	77.69%	(\$1,217,877)	-1.45%
26 Operating Expense:						
27 Travel	\$716,436	0.67%	\$684,997	0.64%	(31,439)	-4.39%
28 Utilities	4,421,519	4.13%	4,431,519	4.15%	10,000	0.23%
29 Insurance	757,989	0.71%	757,989	0.71%	0	0.00%
30 Other Oper. Exp	12,593,522	11.78%	13,451,545	12.60%	858,023	6.81%
31 Total Oper. Exp	\$18,489,466	17.29%	\$19,326,050	18.11%	\$836,584	4.52%
32 Capital Outlay:						
33 Depart Equipment	\$2,049,065	1.92%	\$2,210,450	2.07%	161,385	7.88%
34 Library Acquisitions	2,277,029	2.13%	2,277,029	2.13%	0	0.00%
35 Total Cap Outlay	\$4,326,094	4.05%	\$4,487,479	4.20%	\$161,385	3.73%
36 Tot Bdgt by Exp Class	\$106,947,863	100.00%	\$106,727,955	100.00%	(\$219,908)	-0.21%
37 One-time Expenditures	\$2,534,237		\$1,784,545		(749,692)	
38 Activity Total	\$109,482,100		\$108,512,500		(\$969,600)	-0.89%
39 TOTAL FTE POSITIONS	1,074.21		1,066.09		(8.12)	-0.76%

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UNIVERSITY OF IDAHO FY 2011 BUDGET OVERVIEW

The FY 2011 General Education operating budget totals \$139,770,000, which includes Federal Stimulus (ARRA) funding of \$982,700 for operating and \$530,400 for CAES. Note that the University of Idaho has included the ARRA funding in its overall General Education budget supporting the instruction, research, academic support, student services, institutional support and physical plant needs of the university. Specific charges will be identified for reimbursement out of ARRA funding and will be tracked for reporting purposes during the course of the fiscal year. Overall, the state General Fund allocation for FY 2011 is \$9.2M lower than FY 2010 when excluding the Research Dairy funding. The ARRA funding for FY 2011 is \$3.8M lower than FY 2010.

The ASUI leadership provided key support for the FY 2011 operating budget by passing a very modest student activity fee increase of 1.8% (\$9.52 per semester), thus enabling the vast majority of the overall student fee increase to support the matriculation fee – the primary source of flexible dollars to meet the institutions key operating budget needs. The Board approved a student fee increase of 9.5% or \$235 per semester with \$185.48 of this increase going to the matriculation fee. This increase in the matriculation fee along with a projected slight enrollment increase will result in an increase in student fee funding for the FY 2011 general education budget. Other fee increases include a \$40 increase to the facility fee in support of the ASUI Kibbie Dome life safety project.

The Board also approved a professional fee increase for the UI College of Law and a restructuring of the College of Art and Architecture professional fee to include all students in the college. Those fees, which are all necessary and part of a multi-year plan, will enable those colleges to sustain quality programs and services at a level that ensures continued accreditation and student development.

The University met immediate budget reduction requirements throughout the year by limiting hiring, reducing travel expenses, reducing the number of small classes being taught, and implementing the only substantial higher education furlough effort in the state. In support of the permanent budget reductions that are necessary for FY 2011, the University implemented an Exit Incentive Program (EIP) and had 48 participants. This will result in permanent expenditure reductions of \$1 million. The key to the process is to make permanent budget reductions as quickly as possible to meet budget deadlines while doing so with a focus on the strategic directions of the institution. We have completed an internal reallocation of over \$5.4 million dollars to areas of strategic investment (enrollment management, fund raising, research support), invested in increased scholarship support and met the increasing costs of utilities. We believe the remaining budget, while much reduced, will prove a sound base from which to grow an effective and efficient institution that can continue to meet its key roles in education, research and outreach.

UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class

July 1, 2010 - June 30, 2011

	FY2010 Original Budget		FY2011 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$64,969,396	43.30%	\$63,464,975	45.41%	(\$1,504,421)	-2.32%
Research	6,520,820	4.35%	6,408,297	4.58%	(112,523)	-1.73%
Public Service	642	0.00%	637	0.00%	(5)	-0.78%
Library	7,784,880	5.19%	7,621,949	5.45%	(162,931)	-2.09%
Student Services	10,147,801	6.76%	10,698,361	7.65%	550,560	5.43%
Physical Plant	32,099,819	21.39%	22,251,613	15.92%	(9,848,206)	-30.68%
Institutional Support	17,405,662	11.60%	17,594,906	12.59%	189,244	1.09%
Academic Support	7,988,549	5.32%	7,881,677	5.64%	(106,872)	-1.34%
Athletics	3,136,331	2.09%	3,847,585	2.75%	711,254	22.68%
Total Bdgt by Function	\$150,053,900	100.00%	\$139,770,000	100.00%	(\$10,283,900)	-6.85%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$40,128,004	28.76%	\$39,964,115	28.70%	(\$163,889)	-0.41%
Executive/Admin	5,321,536	3.81%	5,356,322	3.85%	34,786	0.65%
Managerial/Prof	11,730,367	8.41%	12,465,368	8.95%	735,001	6.27%
Classified	15,686,448	11.24%	14,921,030	10.72%	(765,418)	-4.88%
Grad Assist	3,825,298	2.74%	3,745,192	2.69%	(80,106)	-2.09%
Irregular Help	1,100,244	0.79%	1,066,162	0.77%	(34,082)	-3.10%
Total Salaries	\$77,791,897	55.76%	\$77,518,189	55.67%	(\$273,708)	-0.35%
Personnel Benefits	27,399,399	19.64%	24,458,697	17.57%	(2,940,702)	-10.73%
Total Pers Costs	\$105,191,296	75.39%	\$101,976,886	73.24%	(\$3,214,410)	-3.06%
Operating Expense:						
Travel	\$516,989	0.37%	\$503,286	0.36%	(13,703)	-2.65%
Utilities & Debt Service	5,950,775	4.27%	6,668,784	4.79%	718,009	12.07%
Insurance	1,503,600	1.08%	1,167,900	0.84%	(335,700)	-22.33%
Other Oper. Exp	21,496,778	15.41%	24,042,854	17.27%	2,546,076	11.84%
Total Oper. Exp	\$29,468,142	21.12%	\$32,382,824	23.26%	\$2,914,682	9.89%
Capital Outlay:						
Depart Equipment	\$954,108	0.68%	\$969,936	0.70%	15,828	1.66%
Library Acquisitions	3,909,954	2.80%	3,909,954	2.81%	0	0.00%
Total Cap Outlay	\$4,864,062	3.49%	\$4,879,890	3.50%	\$15,828	0.33%
Tot Bdgt by Exp Class	\$139,523,500	100.00%	\$139,239,600	100.00%	(\$283,900)	-0.20%
One-time Expenditures	\$10,530,400		\$530,400		(\$10,000,000)	
Activity Total	\$150,053,900		\$139,770,000		(\$10,283,900)	-6.85%
TOTAL FTE POSITIONS	1,187.24		1,185.60		(1.64)	-0.14%

CONSENT AGENDA
JUNE 17, 2009

LEWIS-CLARK STATE COLLEGE
FY 2011 BUDGET OVERVIEW

The FY 2011 General Education budget for Lewis-Clark State College (LCSC) reflects a significant reduction in appropriated General Fund dollars. The \$12,019,800 General Fund budget represents a 16.1% decrease since the previous year's budget (FY 2010) and a cumulative decrease of 25.1% in General Fund dollars over the past two years (FY 2011 compared to FY 2009). FY 2011 will be the fourth consecutive year in which the Legislature has not appropriated funds to LCSC to offset inflation. The cumulative impact of appropriated funding cuts is exacerbated by the sustained trend of growing enrollment and program delivery at the college. LCSC's headcount and student FTE grew by 7% in fall 2009, and a modest increase in enrollment is projected for the 2010-2011 academic year, in which the FY 2011 budget will be supporting program delivery. FY 2011 will mark the second year in which LCSC's 60,000 ft Nursing/Health Sciences building (Sacajawea Hall) will be in full operation without the support of Occupancy Cost funding from the state. The combined impact of reduced budgets and increased program demand (more students) will be partially offset by increased tuition rates (an 8.75% increase in tuition for LCSC students was approved by the State Board of Education in April 2010) and by the second—and final—tranche of federal stimulus dollars (\$238,200 for FY 2011 -- \$599,100 less than in FY 2010, after the U.S. Department of Education mandated the State to shift higher education stimulus dollars to support K-12 public schools).

LCSC's General Education personnel structure will remain stable in FY 2011, with a total of 302.94 FTE on board. This reflects the continuation of "vertical" personnel and program cuts made in FY 2010 on into FY 2011. Conservative spending on personnel will be accompanied by continuing austerity in Operating Expenses, Capital Outlay, and maintenance expenditures.

Looking ahead beyond FY 2011, there will be a pressing need for LCSC to restore funding to Personnel, Operating Expense, and Capital Outlay accounts to catch up and keep pace with the continuing growth of the student population, sustain campus infrastructure, and begin the process of closing the significant gap between salaries of LCSC employees and their counterparts at peer institutions.

LCSC is committed to utilizing its FY 2011 General Education budget of \$24,132,900 (\$12,019,800 from General Fund, \$1,330,700 from the Normal School Endowment, and \$10,782,400 from student tuition) to deliver the instructional programs within the college's Board-assigned mission areas efficiently and effectively, while preserving students' access to high quality educational services.

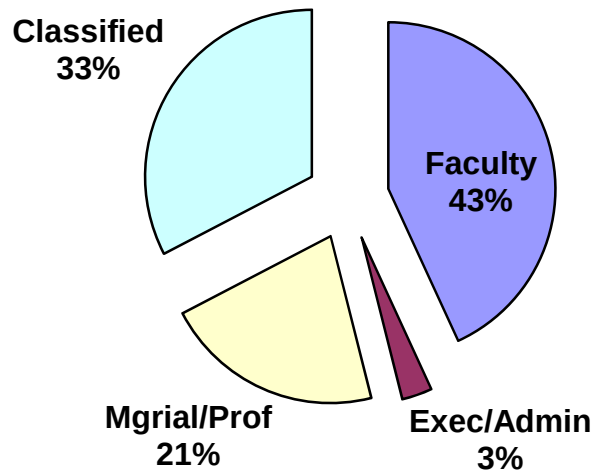
LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class

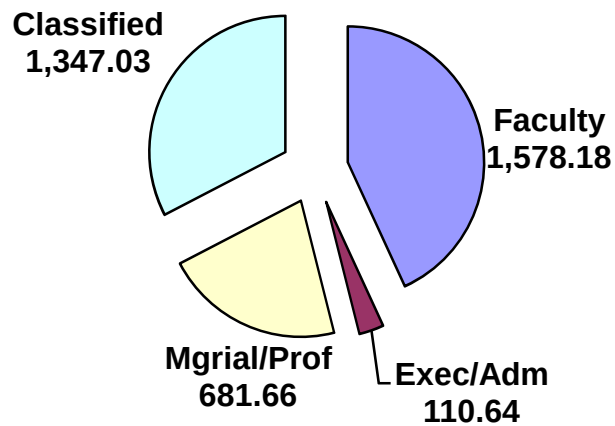
July 1, 2010 - June 30, 2011

	FY2010 Original Budget		FY2011 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
By Function/ Exp Class						
By Function:						
Instruction	\$12,093,453	49.74%	\$11,806,653	48.92%	(\$286,800)	-2.37%
Research	0	0.00%	61,297	0.25%	61,297	0.00%
Public Service	76,913	0.32%	89,854	0.37%	12,941	16.83%
Library	1,038,512	4.27%	1,037,075	4.30%	(1,437)	-0.14%
Student Services	1,689,119	6.95%	1,828,330	7.58%	139,211	8.24%
Physical Plant	2,762,559	11.36%	2,698,138	11.18%	(64,421)	-2.33%
Institutional Support	4,001,675	16.46%	3,891,633	16.13%	(110,042)	-2.75%
Academic Support	1,841,689	7.57%	1,901,700	7.88%	60,011	3.26%
Athletics	811,180	3.34%	818,220	3.39%	7,040	0.87%
Total Bdgt by Function	\$24,315,100	100.00%	\$24,132,900	100.00%	(\$182,200)	-0.75%
By Expense Class:						
Personnel Costs:						
Salaries:						
Faculty	\$7,336,378	30.17%	\$7,386,726	30.61%	\$50,348	0.69%
Executive/Admin	1,180,146	4.85%	1,187,141	4.92%	6,995	0.59%
Managerial/Prof	2,793,594	11.49%	2,936,213	12.17%	142,619	5.11%
Classified	2,406,542	9.90%	2,398,270	9.94%	(8,272)	-0.34%
Grad Assist	0	0.00%	0	0.00%	0	0.00%
Irregular Help	435,250	1.79%	336,250	1.39%	(99,000)	-22.75%
Total Salaries	\$14,151,910	58.20%	\$14,244,600	59.03%	\$92,690	0.65%
Personnel Benefits	5,413,340	22.26%	5,040,900	20.89%	(372,440)	-6.88%
Total Pers Costs	\$19,565,250	80.47%	\$19,285,500	79.91%	(\$279,750)	-1.43%
Operating Expense:						
Travel	\$0	0.00%	\$0	0.00%	0	0.00%
Utilities	888,000	3.65%	888,000	3.68%	0	0.00%
Insurance	147,700	0.61%	147,700	0.61%	0	0.00%
Other Oper. Exp	3,300,450	13.57%	3,400,000	14.09%	99,550	3.02%
Total Oper. Exp	\$4,336,150	17.83%	\$4,435,700	18.38%	\$99,550	2.30%
Capital Outlay:						
Depart Equipment	\$90,700	0.37%	\$88,700	0.37%	(2,000)	-2.21%
Library Acquisitions	323,000	1.33%	323,000	1.34%	0	0.00%
Total Cap Outlay	\$413,700	1.70%	\$411,700	1.71%	(\$2,000)	-0.48%
Tot Bdgt by Exp Class	\$24,315,100	100.00%	\$24,132,900	100.00%	(\$182,200)	-0.75%
One-time Expenditures	\$837,300		\$238,200		(599,100)	
Activity Total	\$25,152,400		\$24,371,100		(\$781,300)	-3.11%
TOTAL FTE POSITIONS	300.81		302.95		2.14	0.71%

**College & Universities
FY11 Budgeted Positions by Type - % of Total**



**College & Universities
FY11 Budgeted Positions by Type - FTP**



COLLEGE & UNIVERSITIES
Operating Budget Personnel Costs Summary
July 1, 2010 - June 30, 2011

		FY2010 Operating Budget				FY2011 Operating Budget			
Classification		FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
BOISE STATE UNIVERSITY									
1	Faculty	567.46	\$43,293,364	\$13,392,092	\$56,685,456	567.41	\$44,457,848	\$13,178,744	\$57,636,592
2	Executive/Administrative	32.72	4,486,260	\$1,263,134	5,749,394	32.64	4,491,321	\$1,217,876	5,709,197
3	Managerial/Professional	339.84	18,520,420	\$6,942,742	25,463,162	341.95	18,606,673	\$6,500,796	25,107,469
4	Classified	352.59	10,401,940	\$5,264,286	15,666,226	338.07	9,927,926	\$4,564,157	14,492,083
5	Irregular Help		642,877	234,399	877,276		684,649	234,926	919,575
6	Graduate Assistants		2,604,436	25,716	2,630,152		2,610,292	27,386	2,637,678
7	TOTAL	1,292.61	\$79,949,297	\$27,122,369	\$107,071,666	1,280.07	\$80,778,709	\$25,723,885	\$106,502,594
8	Number of New Positions					(12.54)			
9									
10									
IDAHO STATE UNIVERSITY									
12	Faculty	437.65	\$32,317,751	\$ 10,385,815	\$42,703,567	434.83	\$32,641,595	\$ 9,867,882	\$42,509,477
13	Executive/Administrative	29.04	3,935,051	1,053,981	4,989,032	27.29	3,720,746	964,983	4,685,729
14	Managerial/Professional	203.65	11,134,001	4,045,095	15,179,096	207.71	11,340,797	3,865,952	15,206,749
15	Classified	403.87	11,550,630	5,970,190	17,520,820	396.26	11,277,923	5,284,089	16,562,012
16	Irregular Help		2,012,037	267,019	2,279,056		2,151,919	335,150	2,487,069
17	Graduate Assistants		1,455,318	5,414	1,460,732		1,457,439	5,951	1,463,390
18	TOTAL	1,074.21	\$62,404,788	\$21,727,515	\$84,132,303	1,066.09	\$62,590,419	\$20,324,007	\$82,914,426
19	Number of New Positions					(8.12)			
20									
21									
UNIVERSITY OF IDAHO									
23	Faculty	519.28	\$40,128,004	\$13,809,777	\$53,937,781	516.68	\$39,964,115	\$12,355,970	\$52,320,085
24	Executive/Administrative	38.05	5,321,536	1,503,019	6,824,555	38.38	5,356,322	1,438,726	6,795,048
25	Managerial/Professional	187.59	11,730,367	4,408,636	16,139,003	201.13	12,465,368	4,135,391	16,600,759
26	Classified	442.32	15,686,448	7,419,665	23,106,113	429.37	14,921,030	6,277,926	21,198,956
27	Irregular Help		1,100,244	220,049	1,320,293		1,066,162	213,232	1,279,394
28	Graduate Assistants		3,825,298	38,253	3,863,551		3,745,192	37,452	3,782,644
29	TOTAL	1,187.24	\$77,791,897	\$27,399,399	\$105,191,296	1,185.56	\$77,518,189	\$24,458,697	\$101,976,886
30	Number of New Positions					(1.68)			
31									
32									
LEWIS CLARK STATE COLLEGE									
34	Faculty	134.72	\$7,336,378	\$2,605,783	\$9,942,161	135.40	\$7,386,726	\$2,439,692	\$9,826,418
35	Executive/Administrative	13.90	1,180,146	358,904	1,539,050	13.90	1,187,141	342,051	1,529,192
36	Managerial/Professional	65.13	2,793,594	1,133,370	3,926,964	66.05	2,936,213	1,085,882	4,022,095
37	Classified	87.06	2,406,542	1,275,326	3,681,868	87.60	2,398,270	1,141,903	3,540,173
38	Irregular Help		435,250	39,957	475,207		336,250	31,372	367,622
39	Graduate Assistants		0	0	0		0	0	0
40	TOTAL	300.81	\$14,151,910	\$5,413,340	\$19,565,250	302.95	\$14,244,600	\$5,040,900	\$19,285,500
41	Number of New Positions					2.14			
42									
43									
TOTAL COLLEGE & UNIVERSITIES									
45	Faculty	1,659.11	\$123,075,497	\$40,193,467	\$163,268,965	1,654.32	\$124,450,284	\$37,842,288	\$162,292,572
46	Exec/Admin	113.71	14,922,993	4,179,038	19,102,031	112.21	14,755,530	3,963,636	18,719,166
47	Mgrial/Prof	796.21	44,178,382	16,529,843	60,708,225	816.84	45,349,051	15,588,021	60,937,072
48	Classified	1,285.84	40,045,560	19,929,467	59,975,027	1,251.30	38,525,149	17,268,075	55,793,224
49	Irregular Help	0.00	4,190,408	761,424	4,951,832	0.00	4,238,980	814,680	5,053,660
50	Graduate Assistants	0.00	7,885,052	69,383	7,954,435	0.00	7,812,923	70,789	7,883,712
51	TOTAL	3,854.87	\$234,297,892	\$81,662,623	\$315,960,515	3,834.67	\$235,131,917	\$75,547,489	\$310,679,406
52	Number of New Positions					(20.20)			

**CONSENT AGENDA
JUNE 17, 2009**

**POSTSECONDARY PROFESSIONAL-TECHNICAL EDUCATION SYSTEM
FISCAL YEAR 2011 BUDGET OVERVIEW**

The allocation and reallocation of funds for the FY2011 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho – FY2010 – 2013, as well as Board and Legislative Intent.

The FY2011 budget reflects an overall decrease in the on-going budget of \$3,322,300 or 8.79% decrease in the state general fund. In addition, the Legislature appropriated an increase of \$9,000 in student fees at EITC. The overall decrease in the state general fund allocation includes: (1) personnel cost reduction of 4.45% (10.72 FTP) in the amount of \$1,417,809; (2) operating expense reduction of 23.00% in the amount of \$1,129,860; and (3) capital outlay reduction of 78.60% in the amount of \$774,631.

**CONSENT AGENDA
JUNE 17, 2009**

1	Postsecondary Professional-Technical Education System						
2							
3	Operating Budget Distribution by Activity and Expense Standard Class						
4							
5	July 1, 2010 - June 30, 2011						
6							
7					Change		
8		Original	Percent	Original	from	Percent	
9		FY2010	of Total	FY2011	Prior Year	Change	
10	By Activity:						
11							
12	Instruction	36,135,334	95.64%	33,316,372	96.68%	(2,818,962)	-7.80%
13	Plant Maintenance & Operations	1,646,766	4.36%	1,143,428	3.32%	(503,338)	-30.57%
15							
16	Total Operating Budget	37,782,100	100.00%	34,459,800	100.00%	(3,322,300)	-8.79%
17							
18							
19	TOTAL BUDGET	<u>37,782,100</u>	<u>100.00%</u>	<u>34,459,800</u>	<u>100.00%</u>	<u>(3,322,300)</u>	<u>-8.79%</u>
20							
21							
22	By Expense Standard Class:						
23							
24	Personnel Costs-						
25	Faculty	14,932,735	39.52%	14,277,900	41.43%	(654,835)	-4.39%
26	Executive/Administrative	803,186	2.13%	803,296	2.33%	110	0.01%
27	Managerial/Professional	3,004,690	7.95%	2,976,932	8.64%	(27,758)	-0.92%
28	Classified	3,583,444	9.48%	3,519,292	10.21%	(64,152)	-1.79%
29	Irregular Help	809,783	2.14%	706,609	2.05%	(103,174)	-12.74%
30							
31	Total Salaries	23,133,838	61.23%	22,284,029	64.67%	(849,809)	-3.67%
32	Personnel Benefits	8,749,318	23.16%	8,181,318	23.74%	(568,000)	-6.49%
33							
34	Total Personnel Costs	31,883,156	84.39%	30,465,347	88.41%	(1,417,809)	-4.45%
35							
36							
37	Operating Expenses-	4,913,389	13.00%	3,783,529	10.98%	(1,129,860)	-23.00%
38							
39							
40	Capital Outlay-	985,555	2.61%	210,924	0.61%	(774,631)	-78.60%
41							
42							
43	Total On-Going Operating Budget	37,782,100	100.00%	34,459,800	100.00%	(3,322,300)	-8.79%
44							
46							
47	TOTAL BUDGET	<u>37,782,100</u>	<u>100.00%</u>	<u>34,459,800</u>	<u>100.00%</u>	<u>(3,322,300)</u>	<u>-8.79%</u>
48							
49	Total Full Time Positions (FTP)	494.91		484.19		(10.72)	-2.17%

**CONSENT AGENDA
JUNE 17, 2009**

**Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Summary
July 1, 2010 - June 30, 2011**

	FY 2010 Operating Budget				FY 2011 Operating Budget			
Classification	FTP	Salaries	Benefits	Total	FTP	Salaries	Benefits	Total
Faculty	313.28	14,932,735	5,621,764	20,554,499	304.20	14,277,900	5,222,054	19,499,954
Exec/Admin	8.45	803,186	234,948	1,038,134	8.45	803,296	235,381	1,038,677
Manage/Prof	54.74	3,004,690	1,079,099	4,083,789	55.08	2,976,932	1,045,254	4,022,186
Classified	118.44	3,583,444	1,700,592	5,284,036	116.46	3,519,292	1,578,046	5,097,338
Irreg Help	0.00	809,783	112,915	922,698	0.00	706,609	100,583	807,192
TOTAL	494.91	23,133,838	8,749,318	31,883,156	484.19	22,284,029	8,181,318	30,465,347

**CONSENT AGENDA
JUNE 17, 2009**

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**CONSENT AGENDA
JUNE 17, 2009**

**UNIVERSITY OF IDAHO
FY 2011 BUDGET OVERVIEW
AGRICULTURAL RESEARCH AND EXTENSION**

The Agricultural Research and Extension Service Appropriation (ARES) received a decrease in appropriation over the FY 2010 base of \$2,430,900 or 9.7%.

Since time is required to appropriately and strategically consolidate/restructure centers and prioritize positions and programs, the College of Agricultural and Life Sciences will meet the required FY 2011 ARES budget reduction through further elimination of vacant positions, identification of alternate funding sources for current faculty and staff, elimination of programs, self-funding of service center activities, and use of one-time funds to transition to the required budget through FY 2011. Additional terminations of current faculty and staff will likely be needed to fully recognize the decrease in appropriation and properly reallocate the remaining funds to bring the appropriation back to an adequate balance between personnel and operating costs.

The goal during FY 2011 will be to permanently achieve the balance of the ARES budget reduction through further consolidation and restructuring of R&E Centers, personnel cost reductions through elimination of both vacant positions and termination of existing employees and revenue generation through industry partnerships.

**CONSENT AGENDA
JUNE 17, 2009**

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

1 FUNDS AVAILABLE	FTE	AMOUNT
2		
3 FY2010 Operating Budget Base	373.05	\$ 25,039,900
4 Adjustments: Omnibus Rescission		(1,935,900)
5 Adjustments: Appropriation Adjustment		436,500
6 Adjustments: Remove One-Time		(436,500)
7		-
8		-
9 Adjustments: FTP Eliminations	(51.70)	-
10 Adjustments: FTP Adjustment	(19.35)	
11 FY2010 Adjusted Budget Base	<u>302.00</u>	<u>\$ 23,104,000</u>
12		
13 Additional Funding for FY2011		
14 Benefit Costs		\$ (495,000)
15 5% Personnel Cot Reduction		-
16 Total Funding Reduction	<u>-</u>	<u>\$ (495,000)</u>
17 Total Funds Available for FY2011	<u>302.00</u>	<u>\$ 22,609,000</u>
18		
19		
20		
21 ALLOCATION OF FUNDS		
22		
23 FY2010 Adjusted Budget Base	302.00	\$ 23,104,000
24		
25 MCO Increases/Decreases to Budget Base		
26 Benefit Costs		\$ (495,000)
27		-
28 Total MCO Increases/Decreases	<u>-</u>	<u>\$ (495,000)</u>
29		
30 Enhancements to Budget Base		
31		\$ -
32		-
33 Total Enhancements	<u>-</u>	<u>\$ -</u>
34		
35 Total Decreases	<u>-</u>	<u>\$ (495,000)</u>
36		
37 FY2011 Operating Budget	<u>302.00</u>	<u>\$ 22,609,000</u>

CONSENT AGENDA **JUNE 17, 2009**

Operating Budget Personnel Costs Summary

July 1, 2010 - June 30, 2011

Classification	FY2010 Operating Budget				FY2011 Operating Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
Faculty	181.76	\$12,961,256 [▲]	\$3,704,607	\$16,665,863	167.92	\$11,729,541 [▲]	\$4,166,970	\$15,896,511
Executive/Administrative	3.32	503,215	116,847	620,062	1.50	272,458	\$76,628	349,086
Managerial/Professional	35.67	1,865,601	433,193	2,298,794	33.67	1,796,711	\$705,055	2,501,766
Classified	132.94	4,694,976	1,090,173	5,785,149	98.91	3,172,996	\$1,576,498	4,749,494
Irregular Help		306,211	25,814	332,025		295,242	24,889	320,131
Graduate Assistants		543,465	5,400	548,865		271,727	2,700	274,427
TOTAL	353.69	\$20,874,724	\$5,376,033	\$26,250,757	302.00	\$17,538,675	\$6,552,740	\$24,091,415

**CONSENT AGENDA
JUNE 17, 2009**

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HEALTH PROGRAMS

FY 2011 Operating Budget

		FY 2010 BUDGET	FY 2011 BUDGET	PERCENT of CHANGE
1				
2	By Program:			
3	WI Veterinary Education	1,839,700	1,822,500	-0.93%
4	WWAMI Medical Education	3,775,300	3,808,100	0.87%
5	IDEP Dental Education	1,402,300	1,474,500	5.15%
6	University of Utah Medical Education	1,200,000	1,204,200	0.35%
7	Family Medicine Residencies	1,989,300	1,983,200	-0.31%
8	WICHE PSEP - Optometry	245,800	218,600	-11.07%
9	Psychiatry Residency	104,800	114,000	8.78%
10	Total Programs	10,557,200	10,625,100	0.64%
11	By Fund Source:			
12	General Fund	9,939,300	9,960,600	0.21%
13	Student Fee Revenue	617,900	664,500	7.54%
14	Total Funds	10,557,200	10,625,100	0.64%
15	By Expenditure Classification:			
16	Personnel Costs	2,134,800	2,115,100	-0.92%
17	Operating Expenditures	1,797,500	1,898,900	5.64%
18	Capital Outlay	5,500	5,500	0.00%
19	Trustee & Benefits	6,619,400	6,605,600	-0.21%
20	Lump Sum	0	0	0.00%
21	Total Expenditures	10,557,200	10,625,100	0.64%
22	Full Time Position	21.04	20.5	-2.57%

23 Budget Overview

The appropriation for Health Programs included funding to maintain health education programs in Idaho including some increases in student fees. No funding for first-year seats for the Optometry program was provided FY 2011 due to current economic conditions.

CONSENT AGENDA
JUNE 17, 2009

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SPECIAL PROGRAMS

FY 2011 Operating Budget

	FY 2010 BUDGET	FY 2011 BUDGET	PERCENT of CHANGE
By Program:			
Forest Utilization Research	556,500	511,400	-8.10%
Geological Survey	768,600	701,100	-8.78%
Scholarships and Grants:			
Idaho Promise Scholarship - A	331,300	317,100	-4.29%
Idaho Promise Scholarship - B	3,925,400	3,634,500	-7.41%
Atwell Parry Work Study Program	1,344,500	1,186,000	-11.79%
Minority/"At Risk" Scholarship	111,000	105,000	-5.41%
Teachers/Nurses Loan Forgiveness	262,000	225,000	-14.12%
Freedom Scholarship	14,000	40,000	185.71%
Peace Officer/Firefighter Scholarship	35,300	50,000	41.64%
Grow Your Own Teacher Scholarship	366,500	364,000	-0.68%
Leveraging Educ Asst Program (LEAP)	721,400	716,400	-0.69%
Special Leveraging Educ Asst Part (SLEAP)	179,600	213,300	18.76%
Byrd Honors	207,500	216,000	4.10%
Need & Merit Based Scholarships	1,000,000		0.00%
Unallocated Federal Appropriation	43,200	34,700	-19.68%
Total Scholarships and Grants	8,541,700	7,102,000	-16.85%
Museum of Natural History	497,500	454,100	-8.72%
Small Business Development Centers	275,100	246,300	-10.47%
Idaho Council for Economic Development	49,300	0	0.00%
Technical Help	159,200	143,900	-9.61%
Total Programs	10,847,900	9,158,800	-15.57%
By Fund Source:			
General Fund	9,407,900	8,690,100	-7.63%
Federal Funds	1,440,000	468,700	-67.45%
Economic Recovery Reserve Fund			
Total Funds	10,847,900	9,158,800	-15.57%
By Expenditure Classification:			
Personnel Costs	2,134,600	1,979,500	-7.27%
Operating Expenditures	171,600	77,300	-54.95%
Capital Outlay	0	0	
Trustee/Benefit Payments	8,541,700	7,102,000	-16.85%
Total Expenditures	10,847,900	9,158,800	-15.57%
Full Time Position	34.40	30.06	-12.62%

Budget Overview

The appropriation for Special Programs included 7.1% base reductions. Approximately \$1,000,000 will be spent for need and merit based scholarships from the earnings of the Idaho Opportunity Scholarship fund which is approximately \$20.1 million.

Due to the economic downturn, state funding for the Idaho Council on Economic Education was discontinued in FY 2011.

**CONSENT AGENDA
JUNE 17, 2009**

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FY2011 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
EDUCATION, STATE BOARD OF			
BOISE STATE UNIVERSITY			
Information Technology Infrastructure, Phase 4, Campus Wide	500,000	500,000	1
Storm Water Drainage System, Phase 6, Campus Wide		300,000	2
Door Access/Security System, Phase 3, Selected Buildings	175,000	175,000	3
Steam & Condensate Line Replacement, Phase 3, Campus Wide	250,000	250,000	4
Chiller and Cooling Tower Replacement, Morrison Center	375,000	375,000	5
Renovations to Support Research Space for Engineering		500,000	6
Renovations to Support Research Space for Science		500,000	7
Space Consolidation and Renovation, Administration Building	250,000	250,000	8
Replace De-Aerating Feed Water Tank	300,000	300,000	9
Domestic Hot Water System Renewal, Science/Nursing and Education Buildings	250,000	250,000	10
Faculty Office Remodels, Liberal Arts Building	110,000	110,000	11
Fire Alarm System Replacement, Phase 5	75,000	75,000	12
Sidewalk Repairs and Improvements, Campus Wide	80,000	80,000	13
Classroom Renovations, Education Building	225,000	225,000	14
Utility Relocation Master Plan, Sanitary Sewer, Expansion Area	50,000	50,000	15
Renovations to Support Research Space for Engineering (continuation)		1,500,000	16
Renovations to Support Research Space for Sciences (continuation)		1,500,000	17
Relocate Sewer Line, Expansion Area	130,000	130,000	18
Landscape Improvements, Expansion Area	150,000	150,000	19
Renovate Geosciences Space, Math/Geosciences Building		995,000	20
Remodel for Space Reassignment, Technical Services Building		650,000	21
HVAC Upgrade, Science/Nursing Building		750,000	22
Pedestrian/Bicycle Circulation Master Plan and Safety Improvements		75,000	23
Upgrade Card Access System, Micron Engineering Center		105,000	24
Renovations to Support Research Space for Engineering (continuation)		2,800,000	25
Renovations to Support Research Space for Sciences (continuation)		2,000,000	26
Replace Entry Plaza, Business Building		200,000	27
Replace Rooftop HVAC Unit, Health Science Riverside		60,000	28
Exit Sign Renewal, Library		90,000	29
Replace Roof, Applied Technology Building		160,000	30
Replace Roof, Public Affairs & Arts West Building		75,000	31
SUBTOTAL	2,920,000	15,180,000	

FY2011 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
IDAHO STATE UNIVERSITY			
Renovate Dental Residency Program, ISU-Meridian (Total \$1,500,000 with \$500,000 Agency Funds)	1,000,000	1,000,000	1
Campus Integrated Master Plan with Storm Water Study	575,000	575,000	2
Retrofit Auditorium, Frazier Hall	150,000	150,000	3
Renovate Exhaust System, Diesel Automotive Program , Armory	60,375	60,375	4
Install Fire Sprinkler System, Basement, College of Business	57,500	57,500	5
Renovate HVAC System, Vocational Arts	238,050	238,050	6
HVAC Replacement and Upgrades, Tingey Building, Idaho Falls	155,000	155,000	7
Replace Campus Safety Monitoring System	167,900	167,900	8
Replace Old Main Lines, Campus Irrigation System	325,000	325,000	9
Replace Steam Heaters, Reed Gymnasium		275,000	10
Renovate HVAC System, Roy F. Christensen Building		463,450	11
Replace Ceiling, Lighting and Flooring, Beckley Nursing Bldg.		600,000	12
Renovate and Install New HVAC System, Administration Bldg.		494,500	13
Extend Campus Irrigation System		250,000	14
Compact Shelving System, Eli Oboler Library		506,000	15
Winterizing, Center for Higher Education Building, Idaho Falls	120,000	120,000	16
Renovate HVAC System, Dental Tech Lab, RFC Building		75,000	17
Renovate Seven Offices, College of Business		95,000	18
Renovate IT Area, Red Hill Building		668,000	19
Renovate Rooms 307, 314, 327, and 328, Life Science D		150,000	20
Sliding Wall Curtain in Balance Clinic, Renovate Two Psychology Labs, Garrison Hall		125,000	21
Campus Exterior Lighting		350,750	22
Remodel Two Classrooms, Math Dept., Physical Science Bldg.		50,000	23
Replace Fire Lane, McIntosh Manor		477,825	24
Parking Lot Repairs		1,000,000	25
Replace Windows, Museum Building		500,000	26
Replace Windows, Beckley Nursing Building		200,000	27
Replace Windows, First Floor, Industrial Crafts Building		46,000	28
Remodel Career Center, Museum Building		60,000	29
Back-Up Generator, Center for Higher Education, Idaho Falls		300,000	30
Replace Boiler, Garrison Hall		100,000	31
SUBTOTAL	2,848,825	9,635,350	

FY2011 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
UNIVERSITY OF IDAHO			
Emergency Generator, Renfrew Hall	846,600	846,600	1
Pedestrian Pathway Lighting, Perimeter Drive	429,400	429,400	2
Utilities Improvements, Rayburn Street	900,000	900,000	3
Seismic Evaluation and Analysis, General Education Bldgs.	250,000	250,000	4
Replace Roof, Gibb Hall	225,000	225,000	5
HVAC System Improvements, Administration Building		955,600	6
HVAC Upgrade, Phase 3, Life Science South		969,100	7
Replace Roof, College of Natural Resources Building		675,000	8
HVAC Upgrade, Phase 3, Janssen Engineering Building		850,000	9
Exterior Envelope Repairs, Administration Building		849,100	10
Standby Power Generator, Life Science South		450,000	11
Replace Roof, Gauss-Johnson Engineering Building	225,000	225,000	12
Emergency Generator, Holm Center		257,600	13
Exterior Envelope Repairs, Education Building		1,128,800	14
Replace Roofs, West Wing/Penthouse/E&W Sides, Ag Sci		451,500	15
HVAC System Repair, Phase 2, Gibb Hall		967,500	16
Pedestrian Improvements, 7th Street		376,300	17
Re-Pipe DWV and Heating Systems, Student Health Center		892,300	18
Repair/Renovate East Entry Steps/Planters, Menard Law Bldg		300,000	19
Elevator Life Safety Modifications, Phase 4		707,600	20
Repair North Entry Steps and Mosaic Tile, Administration Bldg		242,800	21
Engineering Shop and Storage Addition, KUID Building		150,000	22
SUBTOTAL	2,876,000	13,099,200	
LEWIS-CLARK STATE COLLEGE			
Build-Out First Floor, Clearwater Hall	360,000	360,000	1
Convert Science Labs to Classrooms, Meriwether Lewis Hall	240,000	240,000	2
Replace Eight Lab Doors, Diesel Technology	150,000	150,000	3
Replace Windows and Doors, International Programs Building		180,000	4
Pave Parking Lot, Industrial-Agriculture Building		220,000	5
Expand Auto Mechanic Transmission Lab and Classroom, Mechanical and Technical Building		850,000	6
SUBTOTAL	750,000	2,000,000	

FY2011 ALTERATION AND REPAIR PROJECTS

AGENCY / INSTITUTION	PBFAC RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
NORTH IDAHO COLLEGE			
HVAC Controls Upgrade, Phase 2, Campus Wide	236,250	236,250	1
New Boiler, Hedlund Building and Boswell Hall	300,000	300,000	2
Replace Roof, Lee-Kildow Hall		357,000	3
Storage Building, Lincoln Way Street		109,725	4
Street and Parking Lot Lighting Upgrade, Campus Wide		69,300	5
Replace 1st Floor Windows and Frames, South and West Sides, Boswell Hall		77,000	6
Replace Carpet, Campus Wide		75,000	7
Interior Painting, Selected Buildings		65,000	8
Prox Card Locking/Security System, Molstead Library and Sherman Administration Building		275,000	9
Replace Floor and Bleachers, Gym		317,900	10
Seating Upgrade, Shuler Performance Arts Center		152,250	11
SUBTOTAL	536,250	2,034,425	
COLLEGE OF SOUTHERN IDAHO			
Re-Lamp Shields Building	109,500	109,500	1
Duct Replacement, Shields Building	62,700	62,700	2
Water Line Replacement, Canyon Building	145,900	145,900	3
Parking Lots, Evergreen C-Wing, Canyon, and ECC Buildings	191,600	191,600	4
Compressor Repair, Heating Plant	50,400	50,400	5
Floor Tile, Burley Center	48,600	48,600	6
Fire Lane, Canyon and Desert Buildings		199,000	7
Fire Lane Connector, Evergreen Building		53,900	8
SUBTOTAL	608,700	861,600	
EASTERN IDAHO TECHNICAL COLLEGE			
Replace Make-Up Air Fan, Lab Areas, Creek Building 5	325,000	325,000	1
Study HVAC System, Creek Building 5	50,000	50,000	2
Replace Mercury Vapor Security Lighting Fixtures, Campus Wide	70,000	70,000	3
HVAC Upgrade, Sessions Building 1		925,000	4
Grounds Care Equipment Shed, Compound Building 4	80,000	80,000	5
Renovate Two Shop Areas, Technical Building 2		500,000	6
Renovate Parking Lot and Roadway, Sessions Building 1		295,000	7
SUBTOTAL	525,000	2,245,000	
IDAHO SCHOOL FOR THE DEAF AND BLIND			
Replace Roof, Main Building		1,006,000	1
Replace Flooring, Four Areas, Main Building		75,000	2
Fire Sprinkler System, Round Building	260,000	260,000	3
Resurface Track		85,000	4
SUBTOTAL	260,000	1,426,000	
TOTAL SBE:	11,324,775	46,481,575	

FY2011 AMERICANS WITH DISABILITIES ACT PROJECTS

<u>AGENCY / INSTITUTION</u>	<u>AGENCY REQUESTS</u>	<u>AGENCY PRIORITY</u>
EDUCATION, STATE BOARD OF		
BOISE STATE UNIVERSITY		
ADA Access Improvements, Main Campus	75,000	1
SUBTOTAL	75,000	
IDAHO STATE UNIVERSITY		
Repair and Upgrade Elevator, Turner Hall	432,550	1
Exterior ADA, Library Building and Frazier Hall	180,000	2
Replace Elevator, Vocational Arts Building	350,000	3
Repair and Upgrade Elevator, Garrison Hall	432,550	4
ADA Parking Lot and Sidewalk Repairs, Campus Wide	859,050	5
Install New Elevator, Reed Gymnasium	464,600	6
New Elevators, Industrial Crafts Building	350,000	7
Install Elevator, Frazier Hall	475,000	8
Install Second Elevator, College of Business, Business Admin Bldg	862,500	9
Install New Elevator, Nichols Hall was #8	460,000	10
SUBTOTAL	4,866,250	
UNIVERSITY OF IDAHO		
New Elevator, Admin & Classrm Core, Wallace Residence Cntr.,	481,600	1
New Elevator, Menard Law Building	434,300	2
SUBTOTAL	915,900	
NORTH IDAHO COLLEGE		
ADA Upgrades, Campus Beach	140,000	1
ADA Door Knobs and Locks, Selected Buildings	60,000	2
SUBTOTAL	200,000	
TOTAL SBE	6,057,150	

November 10, 2009

FY 2011 ASBESTOS PROJECTS

<u>AGENCY / INSTITUTION</u>	<u>AGENCY REQUEST</u>	<u>AGENCY PRIORITY</u>
EDUCATION, STATE BOARD OF		
BOISE STATE UNIVERSITY		
Replace Floor Tile, Science/Nursing Building	80,000	1
SUBTOTAL	80,000	
IDAHO STATE UNIVERSITY		
Abate Asbestos Ceiling, 2nd & 3rd Levels, Beckley Nursing Bldg	400,000	1
Abate Exterior Walls, Family Medicine Building	82,000	2
Mitigate Asbestos, Administration Building	350,000	3
Mitigate Asbestos, Basement, Education Building	80,000	4
SUBTOTAL	912,000	
TOTAL SBE	992,000	

FY 2011 DEMOLITION PROJECTS

<u>AGENCY / INSTITUTION</u>	<u>AGENCY REQUESTS</u>	<u>AGENCY PRIORITY</u>
EDUCATION, STATE BOARD OF		
BOISE STATE UNIVERSITY		
Demolish Vacant Properties, Southeast Expansion Area	<u>125,000</u>	1
SUBTOTAL	<u>125,000</u>	
UNIVERSITY OF IDAHO		
Demolish, Line Street Electric Sub Station	<u>118,300</u>	1
SUBTOTAL	<u>118,300</u>	
TOTAL SBE	<u><u>243,300</u></u>	

**CONSENT AGENDA
JUNE 17, 2009**

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

SUBJECT

Quarterly Report: Programs and Changes Approved by Executive Director

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.4.a and b.(2), Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year. Board policy also requires Executive Director approval for "Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000.

In accordance with Board policy III.G.4.b.(2), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, etc. from Idaho's public colleges and universities that were approved between February 2010 and May 2010 by the Executive Director.

ATTACHMENTS

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

Page 3

BOARD ACTION

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

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

Academic Programs
Approved by Executive Director
February 2010 – May 2010

Boise State University
Discontinue Minor and Certificate in Paralegal Studies
Bifurcate existing MS in Geology into two programs: Master of Science, Geology and Master of Earth Science
Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)
Rename Master of Arts in Education, Early Childhood Studies to Master of Arts in Early Childhood Studies
Rename Human Resource Minor to Human Resource Management Minor

Idaho State University
Addition of a new Chemistry emphasis to the Ph.D. in Engineering and Applied Science
Department of Chemistry to join PhD Program in Engineering and Applied Science
Discontinue Master's degree in Audiology

University of Idaho
New Emphases in Bachelor of Science in Physics – General Physics Emphasis (GPE) & Applied Physics Emphasis (APE)
New Physical Science Option for Bachelor of Science in Environmental Science (Idaho Falls Only)
New Undergraduate Minor in Conservation Social Science (CSS)
Restructure existing BA, Foreign Language w/Spanish and French options and make separate degrees: Bachelor of Arts in French
Restructure existing BA, Foreign Language w/Spanish and French options and make separate degrees: Bachelor of Arts in Spanish
Reorganization to offer M.Ed. in Special Education Major
Transfer Industrial Tech option from College of Education to College of Engineering
Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)
Rename Soil and Water Resources Emphasis to Soil and Land Use Emphasis
Rename Industrial Technology Education Minor to Technology Education Minor

Professional - Technical Education Programs
Approved by Executive Director

Program Activity	Institution
Addition of a new Child Development Associate Option to the Early Childhood Education Program	CSI
Addition of two new options to the Auto Body technology program: Postsecondary Technical Certificate in Automotive Collision Repair and Automotive Refinishing	CSI
Auto Body: 1) Add a new 9-month PS Technical Certificate under the program title; and, 2) add a new Advanced Auto Body option with a 9-month PS Technical Certificate.	CWI
Automotive Technology: 1) Add a new 9-month PS Technical Certificate under the program title; and, 2) add a new Advanced Automotive Technology option with a 9-month PS Technical Certificate.	CWI
Culinary Arts: 1) Delete the PS Tech Certificate offered in the program due to low student enrollment.	CWI

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

Program Activity		Institution
Child Care and Development:	1) Change the title of the program to Early Childhood Education .	CWI
Electronics Technology:	1) Add a new 9-month PS Technical Certificate under the program title.	CWI
Heavy Duty Truck Technician:	1) Add a new 9-month PS Technical Certificate under the program title; and 2) add a new Advanced Heavy Duty Truck Technician option with a 9-month PS Technical Certificate.	CWI
Heavy Equipment Technology:	1) Change the title of the program to Heavy Equipment Technician ; 2) add a 9-month PS Technical Certificate under the program title; 3) add a new Advanced Heavy Equipment Technician option with a 9-month PS Technical Certificate.	CWI
Machine Tool Technology:	1) Add a new 9-month PS Technical Certificate under the program title; 2) add a new Basic Machine Tool Technology option with a 4.5-month PS Technical Certificate; and 3) add a new Advanced Machine Tool Technology option with a 9-month PS Technical Certificate.	CWI
Powersports and Small Engine Repair Technology:	1) Add a new 9-month PS Technical Certificate under the program title; 2) add a new Basic Powersports and Small Engine Repair option with a 4-month PS Technical Certificate; and 3) add a new Advanced Powersports and Small Engine Repair Technology option with a 9-month PS Technical Certificate.	CWI
Surgical Technology:	1) Add a new 24-month AAS Degree to the program.	CWI
Welding and Metals Fabrication:	1) Delete the Technical Certificate offered under the program title; 2) add a new 9-month PS Technical Certificate under the program title; 3) add a new Advanced Welding and Metals Fabrication option with a 9-month PS Technical Certificate; and, 4) change the title of the Mechanical/Welding Technician option to Heavy Equipment Welding and Fabrication to better describe the program/option.	CWI
New Technical Certificate – Medical Administrative Support program		CWI
New Technical Certificate – Energy Systems Technology program		EITC
Discontinue the Advanced Technical Certificate – Graphic Arts - Off Set Press option of the Graphic Arts/Printing Technology program		ISU

CONSENT AGENDA
JUNE 17, 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 April, 2010 Board meeting. Since that meeting, Board staff has received twenty-four (24) permits from Boise State University, six (6) permits from Idaho State University, and thirty-six (36) permits from the University of Idaho.

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

ATTACHMENTS

List of Approved Permits by Institution

page 3

BOARD ACTION

A motion to accept the report as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
JUNE 17, 2010

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**CONSENT AGENDA
JUNE 17, 2010**

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY April 2010 - October 2010		
EVENT	LOCATION	DATE (S)
Night of Jazz – Pres. Partners Reception	Stueckle Sky Center	4/22/10
Men's BB Coaches Club Meet & Greet – Leon Rice	Stueckle Sky Center	4/26/10
2010 Best Places to Work in Idaho	Stueckle Sky Center	4/29/10
An Evening with Steven Galloway – Author	SUB	5/1/10
President's Club Reception	SUB	5/4/10
Pre-King/Taylor Rehearsal Dinner	Bronco Zone	5/5/10
Hello Dolly! Boise Music Week Musical	Morrison Center	5/5-8/10
Formal Dinner Practical – 7 Course Dinner by Program Graduates	Culinary Arts Building	5/9/10
Honorary Doctorate Luncheon	SUB	5/15/10
Boise Philharmonic Gershwin Concern-V Morrison Birthday	Morrison Center	5/20/10
Keller-Corporate Retirement Party	Stueckle Sky Center	5/27/10
Bronco Daily Booster Dinner & Auction	Stueckle Sky Center	6/4/10
Moreton & Co. 100 th Anniversary Celebration	Stueckle Sky Center	6/9/10
World Sports Humanitarian Hall of Fame Induction – various events	Stueckle Sky Center	6/12/10
District VII Section on Perinatal Pediatrics Dinner	Stueckle Sky Center	6/17/10
Brian Regan Comedy	Morrison Center	6/25/10
Fam Medicine Residency of ID Graduation	SUB	6/26/10
Adam Lambert Concert	Morrison Center	7/19/10
Festara 2010-Basque Festival	Morrison Center	7/30/10
Idaho Meth Project Fundraising Luncheon	Stueckle Sky Center	8/4/10
International Language of Laughter Comedy	Morrison Center	8/6/10
Simplot Food Group National Sales Meeting	Stueckle Sky Center	9/8/10

**CONSENT AGENDA
JUNE 17, 2010**

EVENT	LOCATION	DATE (S)
Ex Libris Fundraiser Dinner	Stueckle Sky Center	10/7/10
Walker Wedding Reception	Stueckle Sky Center	10/16/10

**CONSENT AGENDA
JUNE 17, 2010**

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY April 2010 – June 2010		
EVENT	LOCATION	DATE (S)
Dinner for NCAA Certification Committee	Pond Student Union	4/25/10
ASCLS Idaho Spring Convention	ISU-Middle Fork/North Fork Rooms	5/6/10
College of Arts/Sciences Spring Celebration	Alumni House	5/7/10
Artrageous II – Lunch & Dinner w/ Shows	Stephens Performing Arts Center	5/22/10
Advanced Test Reactor National Scientific User Facility User Week 2010 Social & Dinner	CAES Building	6/9/10
Idaho Republican Party Volunteer Reception	University Place, Idaho Falls	6/24/10

**CONSENT AGENDA
JUNE 17, 2010**

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO December 2009 – May 2010		
EVENT	LOCATION	DATE (S)
Wine, Chocolate Conversation" College of Law Recruitment of Editors	Prichard Art Gallery	4/8/10
Our Plastic Footprint Lunch	Moscow Food Coop	4/11/10
Cook Well, Eat Well Healthy Eating class	Rec Center	4/15-16/10
Wine About Law School	Nectar Wine Bar	4/15/10
The Law Review Spring Awards & Banquet	University Inn BW	4/15/10
Sherman J. Bellwood Lecture Series	Boise Centre on the Grove	4/15/10
Sherman J. Bellwood Lecture Series	University Inn BW	4/16/10
Barrister's Ball	University Inn BW	4/17/10
Phi Alpha Delta Wine & Cheese Professional Event	Nectar Wine Bar	4/19/10
Faculty Excellence Award Banquet	SUB	4/20/10
President's Reception for SBOE	SUB	4/21/10
College of Art & Architecture Advisory Council Reception	Prichard Art Gallery	4/22/10
Inland NW Philosophy Conf Banquet Dinner	UI Commons	5/1/10
Commencement Dinner – Boise	Boise Centre on the Grove	5/5/10
Commencement Social – Idaho Falls	Red Lion on the Falls	5/6/10
VSF Golf Scholarship Auction	IWC – Legacy Pointe Room	5/7/10
Exec MBA Program End of Year Reception	CDA Resort	5/8/10
Commencement Dinner-CDA	CDA Resort	5/10/10

**CONSENT AGENDA
JUNE 17, 2010**

EVENT	LOCATION	DATE (S)
Exec MBA Program Graduation Reception	CDA Resort	5/10/10
Leadership Academy Dinner	SUB	5/11/10
Commencement Social	University Inn BW	5/13/10
Commencement Dinner – Moscow	SUB	5/14/10
College of Law Commencement Reception	Kibbie Dome	5/15/10
CLASS Meet & Greet Social	IWC – Legacy Pointe Room	5/17/10
President's Leadership Team	University Inn BW	5/18/10
Men's Golf League	Bogey's	Thursdays: May 20 – Aug 19, 2010
Utility Exec Course Dinner	University Inn BW	5/23-24/10
Biodiesel 30 th Anniversary Celebration	University Inn BW	5/25/10
Utility Executive Course Golf Scramble	Albertson's Building	5/29/10
Utility Executive Course Grand Coulee Dam Tour & Dinner	Steam Plant Grill, Spokane	5/30/10
AIMHO Summer Planning Meeting	UI Commons	6/4/10
Utility Executive Course NW Nuclear Plant Tour & Dinner	Three Rivers Winery, Walla Walla	6/5/10
Utility Executive Course Advisory Dinner	Albertson's Building	6/9/10
Utility Executive Course Advisory Dinner Cruise	CDA Resort	6/10/10
Pat Rush Charity Golf Event	Bogey's	6/19/10
Williams Wedding	SUB	6/26/10

**CONSENT AGENDA
JUNE 17, 2010**

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010**

TAB	DESCRIPTION	ACTION
1	PRESIDENTS' COUNCIL REPORT	Information Item
2	EASTERN IDAHO TECHNICAL COLLEGE ANNUAL REPORT	Information Item
3	PRESIDENTIAL COMPENSATION	Motion to Approve
4	2011 LEGISLATIVE IDEAS	Motion to Approve
5	IDAHO STATE UNIVERSITY – FACULTY GOVERNANCE REVIEW	Motion to Approve
6	HUMANITARIAN BOWL – ALCOHOL WAIVER	Motion to Approve
7	BOISE STATE UNIVERSITY – 2010 PREGAME ALCOHOL WAIVER – STUECKLE SKY CENTER	Motion to Approve
8	BOISE STATE UNIVERSITY – 2010 PREGAME ALCOHOL WAIVER – CARVEN WILLIAMS COMPLEX	Motion to Approve
9	IDAHO STATE UNIVERSITY – 2010 PREGAME ALCOHOL WAIVER	Motion to Approve
10	UNIVERSITY OF IDAHO – 2010 PREGAME ALCOHOL WAIVER	Motion to Approve
11	WORKFORCE DATA QUALITY INITIATIVE	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 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 June report will include updates on:

The Smarter Balanced Assessment Consortium MOU

- Request of presidents from State Dept of Ed
- Cooperation between K-12 and higher education on standard setting

Purchasing

- June SBOE action on process resulting from legislative action
- BSU request coming first, with ISU and LCSC to follow as they need to

Legislation

- Importance of June time frame
- Importance of timeliness of requests to SBOE from institutions

FY 2012 Budget

Statewide Longitudinal Data System

- Negative results of the federal grant
- Issues with moving forward without federal money

INL Contract

BOARD ACTION

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

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

SUBJECT

Eastern Idaho Technical College (EITC) 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 EITC 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.

Burton Waite will provide an overview of EITC's progress in carrying out the institution's Board approved role, mission and strategic plan.

IMPACT

EITC'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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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

SUBJECT

Chief Executive Officers Compensation

REFERENCE

June, 2009

Board approved annual compensation for its chief executive officers and directed staff to prepare employment agreements containing terms and conditions for further Board consideration.

August, 2009

Board approved Chief Executive Officers Employment Agreements

BACKGROUND/DISCUSSION

The Board approved three year contracts for the four year institution presidents at the August 2009 Board meeting. In May of 2010 the Board completed performance evaluations for the chief executive officers of the University of Idaho, Boise State University, Idaho State University, Eastern Idaho Technical College and the Office of the State Board of Education. Following those evaluations the Board directed its staff to extend each of the contracts and appointment letters for one additional year. Presidential contracts/appointment letters run on the state fiscal calendar for payroll.

BOARD ACTION

A motion to approve the annual salary for Dr. Robert Kustra as President of Boise State University effective July 1, 2010 in the amount of \$336,410 (comprised of \$299,410 in institutional funds, and \$37,000, plus such additional amount required for benefits, in supplemental compensation to be provided by the BSU Foundation), and to direct staff to amend the current employment agreement with Dr. Kustra extending the current contract for an additional year, to be brought back for future consideration by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the annual salary for Dr. Duane Nellis as President of University of Idaho July 1, 2010, in the amount of \$335,000 (comprised of \$298,000 in institutional funds, and \$37,000, plus such additional amount required for benefits in supplemental compensation to be provided by the UI Foundation), and to direct staff to amend the current employment agreement with Dr. Nellis extending the current contract for an additional year, to be brought back for future consideration by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

A motion to approve the annual salary for Dr. Art Vailas as President of Idaho State University effective July 1, 2010, in the amount of \$323,650 (comprised of \$286,650 in institutional funds, and \$37,000, plus such additional amount required for benefits in supplemental compensation to be provided by the ISU Foundation), and to direct staff to amend the current employment agreement with Dr. Vailas extending the current contract for an additional year, to be brought back for future consideration by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the annual salary for Burton L. Waite as President of Eastern Idaho Technical College effective July 1, 2010, at an annual salary of \$115,000, and to direct staff to prepare an employment agreement with Mr. Waite for a one (1) year term and containing employment terms and conditions, to be brought back for future consideration by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the annual salary for Mike Rush as Executive Director of the Idaho State Board of Education effective July 1, 2010, at an annual salary of \$110,012, and to direct staff to prepare an employment agreement with Dr. Rush for a one (1) year term and containing additional employment terms and conditions, to be brought back for future consideration by the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SUBJECT

Legislation for the 2011 Legislative Session

BACKGROUND/ DISCUSSION

As an agency of the Governor, the State Board of Education is required to submit electronically all proposed legislation to the Division of Financial Management (DFM) for the Governor's approval. The Board's approval of these Legislative Ideas is the first step in the process. If approved by the Board and the Governor, the actual legislative language will be brought back to the Board at their October Board meeting for final approval.

The institutions and agencies were requested to submit legislative ideas for Board approval at the June Board meeting in March of this year. The Board office received five legislative ideas for Board approval.

The following are descriptive summaries of the five (5) pieces of legislation being proposed:

1. UNIVERSITY OF IDAHO TUITION FEES

If the Constitutional amendment is approved permitting the University of Idaho to set fees for tuition; then this legislation will be to revise Idaho Code sections 33-3717 and 33-3717A to allow the University of Idaho to implement tuition fees in the same fashion as the other state higher education institutions.

Fiscal Impact:

There is no impact on the general fund. The intent of this legislation is to provide the University of Idaho with the same degree of flexibility as the other higher education institutions with respect to the use of fees to fund educational and instructional costs. This legislation is not intended to increase student fees more than otherwise might occur.

2. LEGISLATION CLARIFYING THE CONFIDENTIAL STATUS OF PRIVATE DONOR INFORMATION GATHERED BY HIGHER EDUCATION INSTITUTIONS.

This legislation will add language to the Public Records Act clarifying the nature and extent of confidentiality for the information gathered by higher education institutions in their private fund raising activities.

Fiscal Impact:

This legislation will assist the Universities in their private fund raising, thus assisting in the overall funding of higher education. There is no impact on the general fund.

3. COLLEGE ORP CONTRIBUTION RATE

The current contribution rate to Optional Retirement Plan accounts for 4 year institutions of higher education is 9.35% and the rate for 2 year institutions of higher education is 7.81%. The purpose of this legislation is to make the contribution rate for the 2 year institutions the same as the 4 year institutions.

On July 1 1997 Idaho community colleges including Eastern Idaho Technical College began requiring newly-hired professional and faculty employees to enroll in an Optional Retirement Plan(ORP) to take the place of PERSI for retirement benefits. Existing employees at the time were allowed to make a one-time election to move to an ORP or remain with PERSI. If a new professional/faculty employee is already vested PERSI he/she may elect to remain in PERSI.

Because of this change to ORP back in 1997, PERSI required that these 2 year colleges pay 3.83% of all ORP employees' wages to PERSI to cover the "unfunded liability" for future retirements of employees already in the PERSI system. The unfunded liability provision sunsets on July 1, 2011.

This suggested change to statute would increase the ORP contribution, effective July 1, 2011, from 7.81% to 9.35% equal to the contribution currently made for 4 year institution employees.

Fiscal Impact

The 3.83% currently being contributed to PERSI will end July 1, 2011. 1.54% of the 3.83% currently being contributed to PERSI would now go to employee's ORP and the remaining 2.29% of the 3.83% could be used for other institutions operating expenses.

4. COMMUNITY COLLEGE OUT-OF-DISTRICT TUITION

Idaho's three public community colleges wish to change the maximum amount of out-of-district tuition that counties pay on behalf of their residents. Currently, counties outside of an established community college district pay a maximum of \$500 per semester per student, with a lifetime payment cap of \$3,000 per student, if that student attends a community college. Counties receive state liquor revenues; historically 50% of that revenue has been allocated by counties to pay community colleges for out of district tuition.

This proposal would increase the per semester maximum to \$1,000 and the maximum lifetime cap per student to \$6,000.

Fiscal Impact

In fiscal year 2010 the three community colleges received approximately \$ 2.4 million from counties for out of district tuition. If this proposal were to become law, and attendance rates remained static, counties would be expected to pay approximately \$ 4.8 to community colleges for out of district tuition.

**5. POSTSECONDARY INSTITUTION AND PROPRIETARY SCHOOL
REGISTRATION ENFORCEMENT**

This legislation would amend to section 33-2409, Idaho Code for the purposes of specifying specific enforcement options in relation to the registration of postsecondary institutions and proprietary schools.

Fiscal Impact

Additional costs related from enforcement would be expended collected registration funds. There would be no impact to the state general fund.

IMPACT

If the Board approves the Legislative Ideas as submitted, staff will continue to move the legislation through the legislative process and will bring the legislative language and amendments to the Board at the October meeting. Legislative Ideas not approved will not be submitted to DFM.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of all five (5) legislative Ideas as presented. Actual legislative language and amendments will be brought back to the Board by the October Board meeting for final approval.

BOARD ACTION

A motion to approve the five legislative ideas as submitted and to authorize the Executive Director to submit these and additional proposals through the Governor's legislative process. Additional Legislative Ideas to be approved by the Board's Executive Committee prior to submittal.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

SUBJECT

Faculty Governance Review

REFERENCE

April 2010

Board approved the request by Idaho State University to proceed with implementation of proposed Administrative Cost Reduction and reorganization.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education, Governing Policies and Procedures, Section III.C. Institutional Governance.

BACKGROUND/ DISCUSSION

At the April, 2010 meeting of the Board, Idaho State University recommended, and the Board approved, significant organizational changes in the University's colleges, thereby also necessitating a revision of the faculty governance structure. A review of governance will necessarily require the use of a broad advisory group (including faculty) pursuant to Board Policy III.C.4. This group should examine models which will maximize effective and efficient participation by the faculty in its governance role. The president can then review the advisory group's input to make his recommendations to the Board.

STAFF COMMENTS AND RECOMMENDATIONS

State Board of Education Governing Policies and Procedure, Section III.C. Institutional Governance allows for the faculty of each institution to establish written bylaws, a constitution, and necessary procedures, subject to the approval by the Chief Executive Officer and the Board. All amendments to faculty bylaws, constitution, and procedures require approval by the Chief Executive Officer and the Board. Additionally Section II.C. allows for the establishment by the Chief Executive Officer of advisory groups to study and make recommendation on specific issue.

Review of ISU's faculty governance structure will allow for the consideration of additional efficiency's as well as bring it into alignment with the institutions reorganized governance structure.

BOARD ACTION

A motion to direct Dr. Vailas to institute a review of the faculty governance structure at Idaho State University and to report back to the board all findings at the conclusion of the review.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

SUBJECT

Humanitarian Bowl Corporate Tent Operations

REFERENCE

October 2007 Board approved alcohol service for 2007-2009
Roady's Humanitarian Bowl games.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Attached is the report from the Humanitarian Bowl regarding the corporate tent village activities from the 2009 game. This report was requested by the Board and is being presented in conjunction with the request to operate a corporate tent village again for the 2010, 2011, 2012, 2013, and 2014 games. The Humanitarian Bowl sponsor changed in May of 2010 from Roady's to uDrove Humanitarian Bowl.

As noted in the report, the 2009 corporate tent village was a great success. The corporate tent village has become an important part of the annual uDrove Humanitarian Bowl event. The tent village was a showcase of interactive technology and included 21 tents.

Most importantly, the Boise City Police Department was present and readily available during the entire event and reported no incidents of underage drinking, serving intoxicated persons, unruly behavior or other violations of law or State Board policy. The event has operated safely and effectively for the last six years and has become a significant benefit to the Bowl game, the University, the community and the state.

The request is to allow the Bowl game to conduct the corporate tent village in compliance with existing State Board of Education policies. Additionally, the uDrove Humanitarian Bowl will institute the control measures outlined in the request as follows:

1. A secured area surrounded by a fence to control access to and from the area. Four-hour duration, ending at kick-off.
2. No alcohol making or distributing companies may be allowed to sponsor the activities or tents.
3. A color-coded wrist band or pass admission system that would identify attendees and invited guests.
4. Companies involved in the tent village would be sent a letter outlining the tent village/SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
5. Two entry points manned by security personnel.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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6. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
7. Security personnel will not allow patrons to exit the area with alcoholic beverages.
8. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and uDrove Humanitarian Bowl for a minimum of \$5,000,000 and to make sure that the proper permits and licenses are obtained.
9. The area is for sponsors to entertain clients/guests for 2010-2014 uDrove Humanitarian Bowl, including the sales and service of alcohol.
10. It is brought back to the Board after the conclusion of the 2014 game for reconsideration for the 2015 game.
11. uDrove Humanitarian Bowl will abide by all terms and conditions of the Board's existing alcohol policy.
12. uDrove Humanitarian Bowl will file with the Board Office an annual report of the Corporate Tent Village activities within sixty (60) days of the Bowl Game.

IMPACT

Since this event has been a major part of the community, it has made a positive impact on the economics of the community. The uDrove Humanitarian Bowl will earn revenue from the lease of the corporate tents. The University will also earn revenue from the lease of the Stadium.

ATTACHMENT

Attachment 1 – Letter from Roady's Humanitarian Bowl	Page 3
Attachment 2 – Report from Roady's 2009 Humanitarian Bowl	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

uDrove Humanitarian Bowl has submitted a report to the Board office annually on the activities of the corporate tent village for the 2007 and 2008 games, the 2009 report is included with this agenda item. They have reported that there have been no incidences associated with the event.

BOARD ACTION

A motion to approve uDrove Humanitarian Bowl's request to operate a corporate tent village consistent with the terms herein for the 2010 through 2014 Bowl games.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

May 4, 2010

Dear State Board of Education Members:

Please accept this letter as a formal request permitting the Roady's Humanitarian Bowl to continue with the Corporate Tent Village event during the Bowl Game at Bronco Stadium. The purpose of Corporate Tent Village is to provide an area for local corporations to entertain clients and guests in a controlled environment. Now entering its eighth year, the Corporate Tent Village has become the main source of community involvement with the game. Even though the bowl staff has changed, we intend to follow the best practices to execute tent village in accordance to rules and regulations set forth by the State Board of Education and the State of Idaho.

As in past years, the Roady's Humanitarian Bowl is planning to construct a tent village which would allow corporations to provide food and beverage (non alcoholic and alcoholic) to their guests during the bowl game. This area will not be open to the general public. To date, the Corporate Tent Village has not had a single incident that violated the Bowl's and the State of Idaho's policy on alcohol or unruly behavior. The Bowl will again provide the following control measures:

1. A secured area surrounded by a fence to control access to and from area.
2. A color coded wrist band admission system that would identify attendees and invited guests.
3. Companies involved in the tent village will be sent a letter outlining the tent drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or the serving of alcohol to visibly intoxicated patrons.
4. Two entry points manned by security personnel that will verify age of patrons and issue a different colored wristband signifying the patron is over the legal drinking age.
5. Security personnel and Boise Police Department officers located throughout the controlled area to monitor the alcohol wristband policy and patron behavior.
6. Security personnel will not allow patrons to exit the area with alcoholic beverages.
7. The date of the event is scheduled for December 18, 2010.
8. The Bowl will provide a minimum of \$5,000,000 insurance policy that will insure and indemnify the Board of Education and Boise State University.
9. Obtain all necessary permits and licenses required.

Thank you for your consideration. Please feel free to contact me at 208-424-1011 if further details and/or measures need to be identified or implemented.

Sincerely,

Kevin McDonald
Executive Director



April 1, 2010

To: State Board of Education
Fr: Kevin McDonald, Executive Director
Rody's Humanitarian Bowl
Re: 2009 Corporate Tent Village Report

I'm proud to report that, as in years past, Corporate Tent Village was a great success with no incidents associated with the event. Corporate Tent Village was located just beyond the north end of Bronco Stadium with 31 company groups involved.

We continue to use the following procedures from year to year to ensure a safe environment:

1. Each entrance had two points of entry. One for persons under 21 and the other for persons over 21.
2. Uniformed security personnel were present at each entry point. Two were assigned to the under 21 line and checked for a white wristbands that allowed entry to the village. The other four security personnel were assigned to the over 21 entry point. At the over 21 entry point security checked for the white wristband that allowed access to the village and then checked ID's to verify that all persons were 21 before attaching a bright orange wristband that signified they were of legal drinking age. Security was instructed to issue no wristbands without proper identification.
3. Security personnel were instructed to not allow alcoholic beverages of any kind to leave tent village.
4. All companies who purchased a tent in tent village were sent a letter outlining the Corporate Tent Village/State of Idaho alcohol policy. This letter stated that the minimum drinking age in Idaho is 21 and at no time should they allow any underage drinking nor should they serve alcohol to a visibly intoxicated patron.
5. The Boise Police Department was also present in Tent Village during the event monitoring the wristband policy and general behavior.

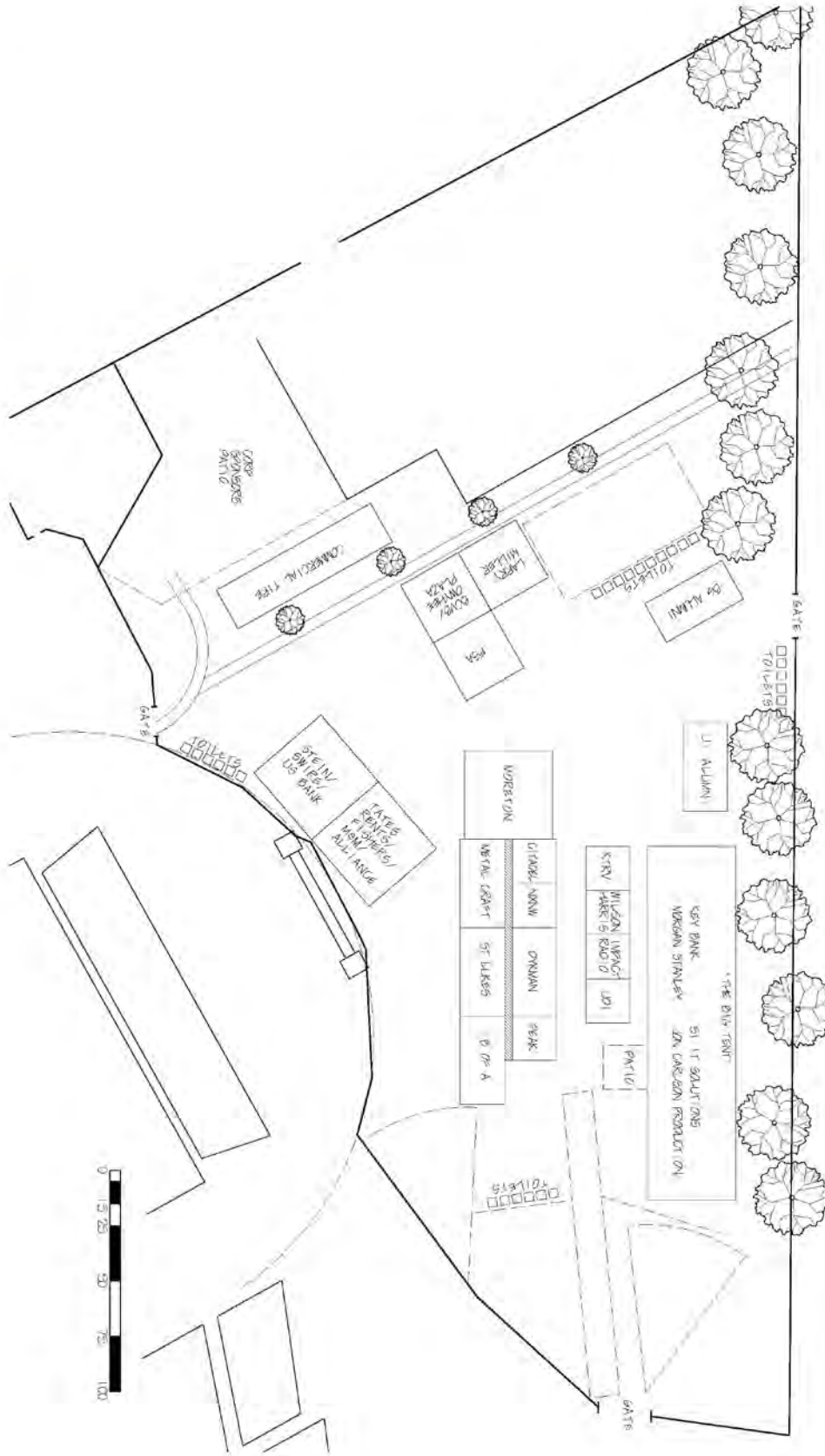
We continue to look at new ways of attracting more sponsors in tent village while maintaining the safety and integrity of this event.

Please don't hesitate to call or email me if I can answer any questions.

Sincerely,
Kevin McDonald
Executive Director
Rody's Humanitarian Bowl

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

Request for Alcohol Waiver – Stueckle Sky Center

REFERENCE

August 2004	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2004 football season.
March 2005	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2005 football season.
March 2005	Prior to approval of construction of the skybox suites, the Board granted approval for Boise State University to represent that alcohol service would be available in the skybox in the university's marketing.
August 2006	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2006 football season.
August 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.
June 2009	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/ DISCUSSION

Boise State University requests Board approval to provide alcohol service in the Stueckle Sky Center for the 2010 football season and the Rody's Humanitarian Bowl.

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

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

Corporate tents in the secured area north of the stadium have been successful in the past six seasons. BSU works with campus security, the Boise City Police and other officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns have been reported. The same security plan that has been in place for the past six seasons will remain in place for the coming season. Last year was the second year of operation for the Stueckle Sky Center and, as with the first year of operation, the Board approved service of alcohol during home football games and the Humanitarian Bowl. No serious issues or concerns were reported.

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

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.

10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will consider further measures to assure underage drinking does not take place in the Sky Center and to define how the Sky Center is monitored and secured to that end.
12. Boise State will bring this back to the Board for review of the alcohol service during home games in 2011.

IMPACT

If the Board does not approve the alcohol waiver request, BSU will not be able to sell alcohol at home football games during the 2010 season.

STAFF COMMENTS AND RECOMMENDATIONS

This request is for ongoing approval from the Board to serve alcohol in the Stueckle Sky Center in conjunction with the terms outlined in the motion.

Board Policy I.J.2.b(6) Use of Institutional Facilities and Services, Possession, Consumption, and Sale of Alcohol Beverages prohibits the sale or consumption of alcohol in college or university owned, leased or operated facilities, or anywhere on campus grounds in conjunction with student athletic events. The Board has waived this policy for five (5) years. Staff recommends board policy be amended to allow for the consumption of alcohol on university campuses in conjunction with said events under limited circumstances as outlined in Board action and at a limited number of locations. Incorporating the specific requirements, including reporting requirements, will limit variances in implementation across campuses and eliminate the need for the Board to waive Board policy each year in regards to this issue.

BOARD ACTION

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

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will consider further measures to assure underage drinking does not take place in the Sky Center and to define how the Sky Center is monitored and secured to that end.
12. Boise State will bring this back to the Board for review of the alcohol service during home games in 2011.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

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

REFERENCE

August 2004	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2004 football season.
March 2005	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2005 football season.
August 2006	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2006 football season.
August 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.
June 2009	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

Corporate tents in the secured area north of the stadium have been successful in the past five seasons. BSU works with campus security, the Boise City Police and other officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns have been reported. The same security plan that has been in place for the past five seasons will remain in place for the coming season.

Boise State University seeks permission to set up a secure area inside the Caven Williams Sports Complex prior to each home Bronco football game. In the secure areas, corporate sponsors and invited guests and other game day ticket

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

JUNE 17, 2010

holders may purchase food and beverages (non alcoholic and alcoholic) from the University's official food service provider. All entrants will be required to show ID and no one under the age of 21 will be permitted entry.

In previous years, the secure area in which alcohol was served had been on the east patio of the Caven Williams Sports Complex. University believes it more appropriate to bring the area inside and out of the view of the general public.

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2009 seasons. This proposal creates a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate, donor and fan-related events. There is also opportunity to section off corporate hospitality areas. These types of functions are beneficial to the University and are donor cultivation opportunities.

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

1. The Caven Williams Sports Complex will be secured to control access to and from the area.
2. Three hour duration, ending at kick-off.
3. The Boise State campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
4. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
5. No alcohol making or distributing companies may be allowed to sponsor the event.
6. Companies involved in the corporate hospitality area will be sent a letter outlining the Broncoville/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
7. There will be two entry points into the Caven Williams Sports Complex manned by security personnel who will check for game tickets of all patrons entering the facility.
8. A color-coded wrist band system will be used to identify attendees over the age of 21.
9. Two ID stations will be provided, located at the entrance where ID and football game ticket will be checked and special colored wrist bands will be issued.
10. There will be two entry points into the area where beer and wine is sold

manned by security personnel who will check wristbands.

11. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
12. Security personnel will not allow patrons to exit or enter the area with any beverages.
13. The area is for sponsors to entertain clients/guests and for ticket holders for the fall 2010 home football games.
14. The Caven Williams Sports Complex will be restricted to ticket holders for the 2010 Football Season.
15. A request will be brought back to the Board after the conclusion of the 2010 season for reconsideration for 2011.
16. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

IMPACT

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2009 seasons. This proposal creates a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate, donor and fan-related events. There is also opportunity to section-off corporate hospitality areas. These types of functions are beneficial to the University and are donor cultivation opportunities.

ATTACHMENT

Attachment 1 – Broncoville Layout

Page 5

BOARD ACTION

A motion to approve the request by Boise State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2010 home football season. The conditions are as follows:

1. The Caven Williams Sports Complex will be secured to control access to and from the area.
2. Three hour duration, ending at kick-off.
3. The Boise State campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
4. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
5. No alcohol making or distributing companies may be allowed to sponsor the event.
6. Companies involved in the corporate hospitality area will be sent a letter outlining the Broncoville/SBOE alcohol policy. The letter will state that the

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

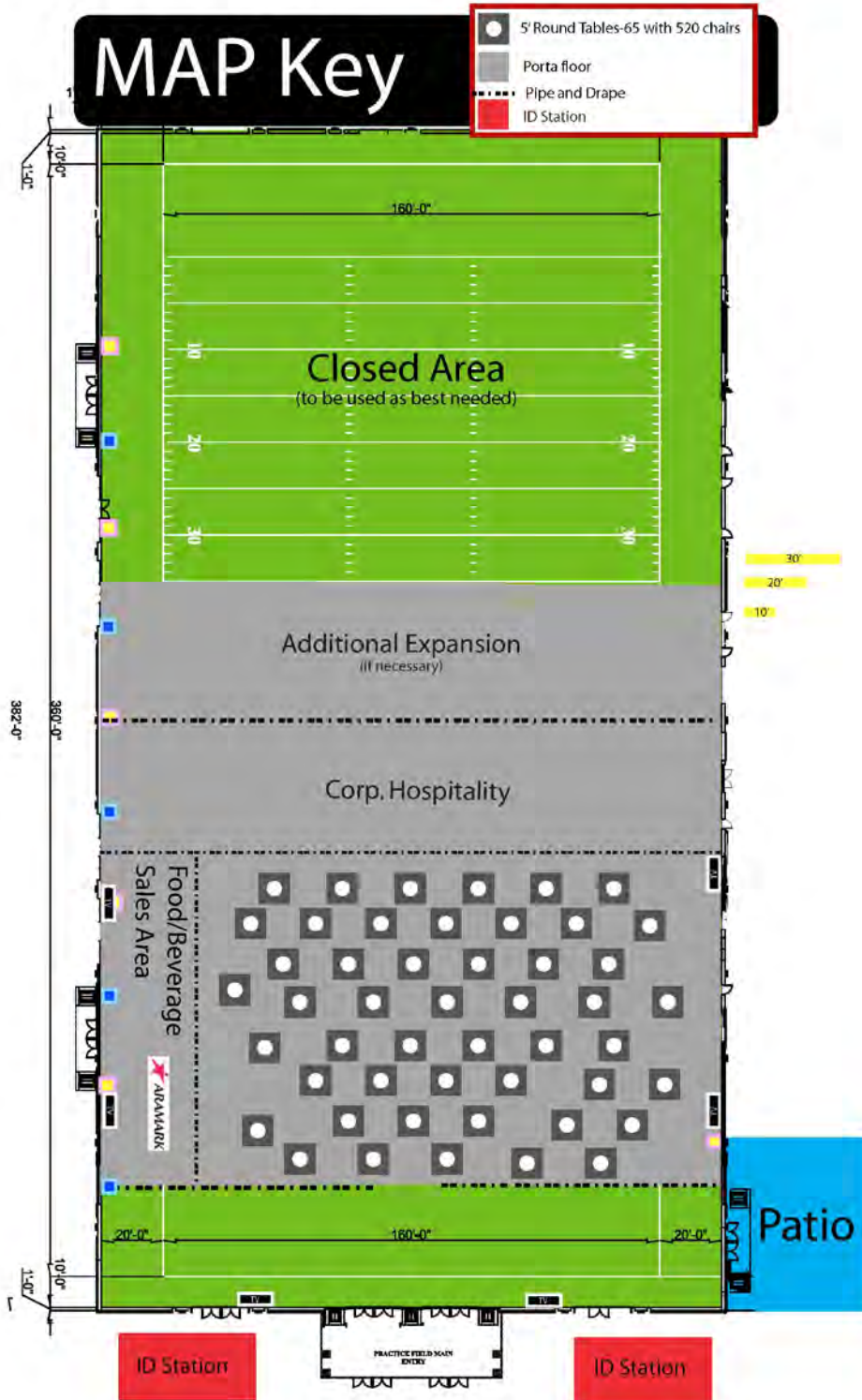
JUNE 17, 2010

- minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
7. There will be two entry points into the Caven Williams Sports Complex manned by security personnel who will check for game tickets of all patrons entering the facility.
 8. A color-coded wrist band system will be used to identify attendees over the age of 21.
 9. Two ID stations will be provided, located at the entrance where ID and football game ticket will be checked and special colored wrist bands will be issued.
 10. There will be two entry points into the area where beer and wine is sold manned by security personnel who will check wristbands.
 11. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
 12. Security personnel will not allow patrons to exit or enter the area with any beverages.
 13. The area is for sponsors to entertain clients/guests and for ticket holders for the fall 2010 home football games.
 14. The Caven Williams Sports Complex will be restricted to ticket holders for the 2010 Football Season.
 15. A request will be brought back to the Board after the conclusion of the 2010 season for reconsideration for 2011.
 16. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

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

Moved by _____ Seconded by _____ Carried Yes ____ No ____

Cavern Williams Sports Complex



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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

IDAHO STATE UNIVERSITY

SUBJECT

Request for Pre-game Alcohol Waiver

REFERENCE

June 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season.
June 2009	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy does not allow service of alcohol on campus in conjunction with athletic events. Exceptions to this policy have been granted provided an acceptable and manageable plan has been provided (Boise State and University of Idaho for the 2004 - 2009 football seasons).

During the 2007, 2008, and 2009 football seasons, Idaho State University followed models established by the University of Idaho and Boise State University for staging similar events.

In accordance with approval granted by the State Board for the 2009 football season, ISU reports that the program in place appeared to work well and that there were no reports of violations of the policy or Board approved conditions or incidents of underage drinking. Idaho State University is continuing to work with campus public safety, the Pocatello City Police and other officials to provide a controlled area for service of alcohol prior to home football games.

Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to each home Bengal football game, for the purpose of allowing corporate partners, Bengal Foundation, Football Alumni Team members and invited guests the opportunity to gather with clients, friends, and guests for the 2010 home football games. In this secure area, Idaho State University Athletics will allow patrons to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. Idaho State University will provide control measures and follow all requirements of Board

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. Two entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2010 home football games, including sales and service of alcohol.
11. A review of the 2010 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

IMPACT

If the Board does not approve the alcohol waiver request, ISU will not be able to include the sale of alcohol on campus at home football games during the 2010 season.

ATTACHMENTS

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

BOARD ACTION

A motion to approve the request by Idaho State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2010 home football season. The conditions are as follows:

1. A secured area surrounded by a fence to control access to and from the area.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

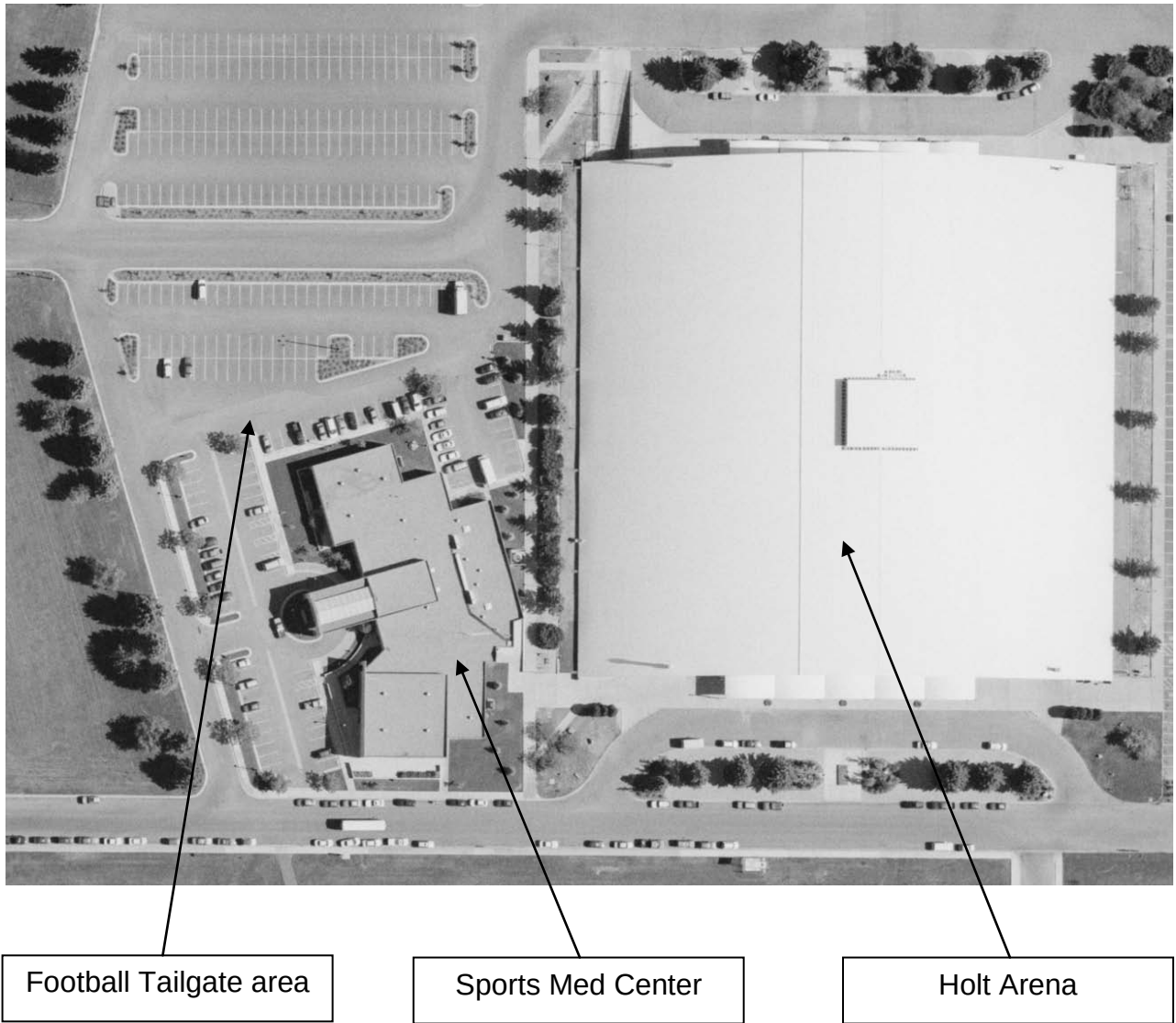
JUNE 17, 2010

2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests.
5. Companies involved in the pre-game location will be sent a letter outlining the pre-game location and SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. Two entry/exit point will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2010 home football games, including the sales and service of alcohol.
11. A review of the 2010 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

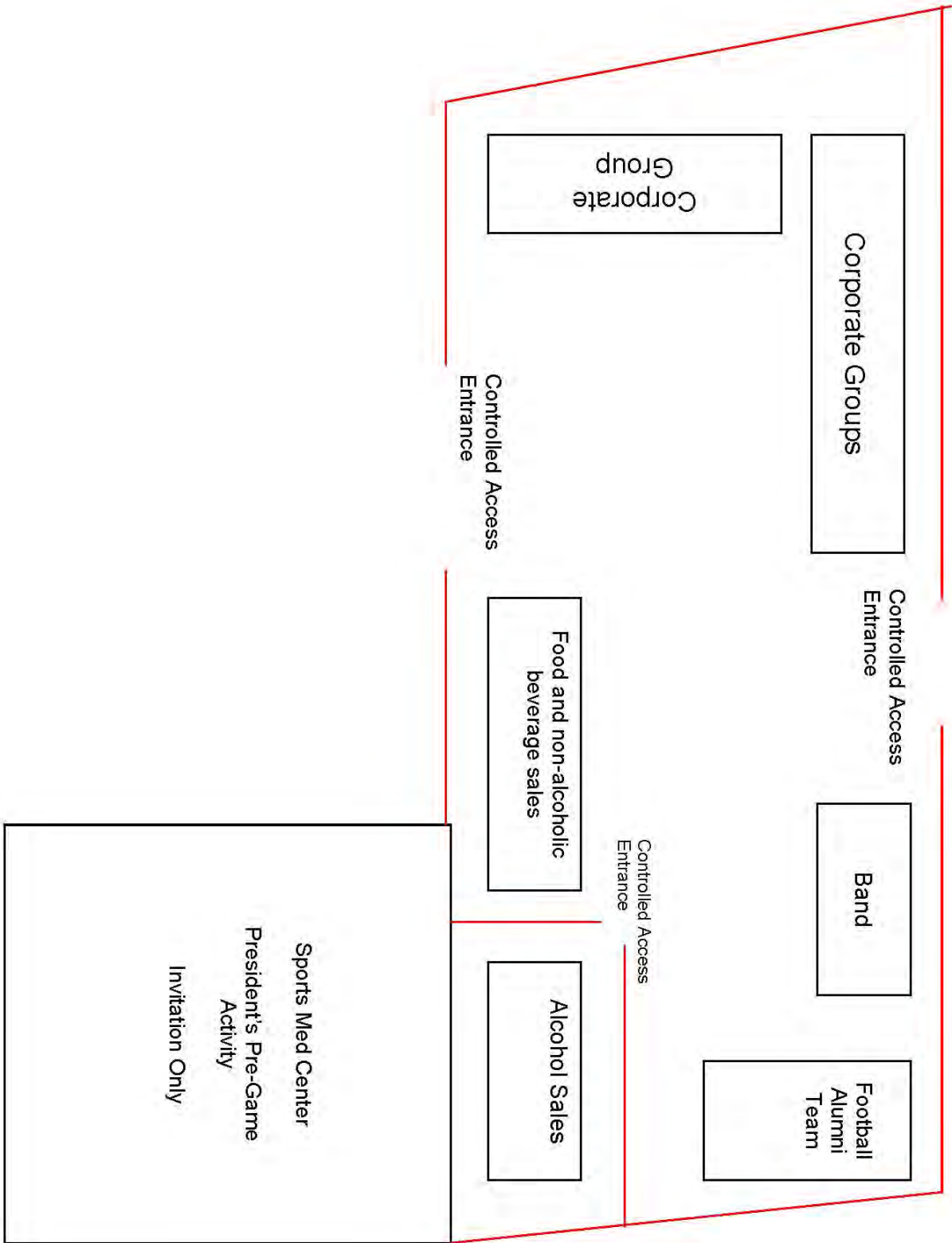
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Aerial View of Holt Arena and Sports Med Center



Idaho State University
Football Pre-Game Tailgate

Attachment 2



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho requests Board approval to establish secure areas for the purpose of allowing pre-game activities that include the service of alcohol for the 2010 football season.

REFERENCE

August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
March of 2005	President White reported that there had been no serious incidences regarding the pre-game service of alcohol, and further noted that the UI created a restaurant-type atmosphere within the secure areas.
August 2005	Following discussion regarding the presence of supervised minors in the alcohol service areas, the Board amended policy Section I.J. to specifically allow for the persons of the lawful age to consume alcohol to be accompanied by youth for whom they are responsible in the secure alcohol service areas, provided the youth remain at all times under the supervision and control of the individual of lawful age.
August 10, 2006	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
Fall 2006	This past season (fall of 2006), there were no serious issues or concerns related to the service of alcohol at pre-game events. A wristband policy is in place to better supervise minors in the alcohol service areas.
August 9, 2007	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2007 football season.
Fall 2007	This past season (fall of 2007), there were no serious issues or concerns related to the service of alcohol at pre-game events. The wristband policy remains in place to better supervise minors in the alcohol service areas.
June 19, 2008	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for the 2008 football season.
Fall 2008	There have been no serious issues or concerns related to the service of alcohol at pre-game events during this past

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

JUNE 17, 2010

	year. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 18, 2009	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season respectively.
Fall 2009	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

BACKGROUND/ DISCUSSION

The UI seeks permission to set up secure areas prior to each home football game. In the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexho, the University's official food service provider. The UI will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game activities under the conditions set out in the motion, which are the same as those set by the Board over the last six years.

There have been no serious incidences regarding the pre-game service of alcohol. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the University and are strategic friend- and fund-raising opportunities.

In managing its pre-game functions, the UI seeks to provide a safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience. All pre-game activities open four hours prior to kickoff, and all activities cease at kickoff. The secure areas where alcohol is available are fenced or cordoned off, or occur within specifically designated rooms.

The secure areas will be:

- North Kibbie Field – this area will be available for Corporate Tents to provide an opportunity for corporate sponsors to reward employees and say “thank you” to valued customers by hosting private functions. This area is located on the north lawn adjacent to the ASUI-Kibbie Dome.
- Student Activities Field – This area will be available for Corporate Tents and for the “President’s Circle Pre-Game Function” which is provided for invited guests and allows the university leadership to mix with the guests.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

JUNE 17, 2010

- University Commons Building (Food Court and adjacent Whitewater and Clearwater rooms) – this area will be available for “Vandal Game Day” which is focused on adult-based activities and targets active alums or Vandal supporters who come to the game to see acquaintances and meet and socialize with other Vandal fans. This area will also be available as an alternative site for the “President’s Circle Pre-Game Function.”
- Menard Law Building first floor foyer – this area will be available for the University’s athletic marketing agent (Learfield) to entertain clients and corporate sponsors of athletic events.

Service of alcohol at the North Kibbie Field and the Student Activities Field areas will be through tents placed in those areas creating a controlled area for monitoring attendance and consumption, with service limited to the tents and no alcohol allowed to leave the tents. Service of alcohol at the University Commons Building will be limited to the Whitewater and Clearwater rooms directly adjacent to the food court area with service limited to the interior of those rooms and no alcohol allowed to leave those rooms. Service of alcohol in the Menard Law Building foyer will be limited to the foyer area which will be cordoned off with access limited to the two front doors and no alcohol allowed to leave the cordoned area

IMPACT

There have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2009 seasons where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the University and are strategic friend- and fund-raising opportunities.

ATTACHMENTS

Attachment 1 – Maps and Drawings of Service Areas

Page

STAFF COMMENTS AND RECOMMENDATIONS

This request is for the approval of four (4) separate areas. The North Kibbie Field and Student Activities Field areas are adjacent to each other.

BOARD ACTION

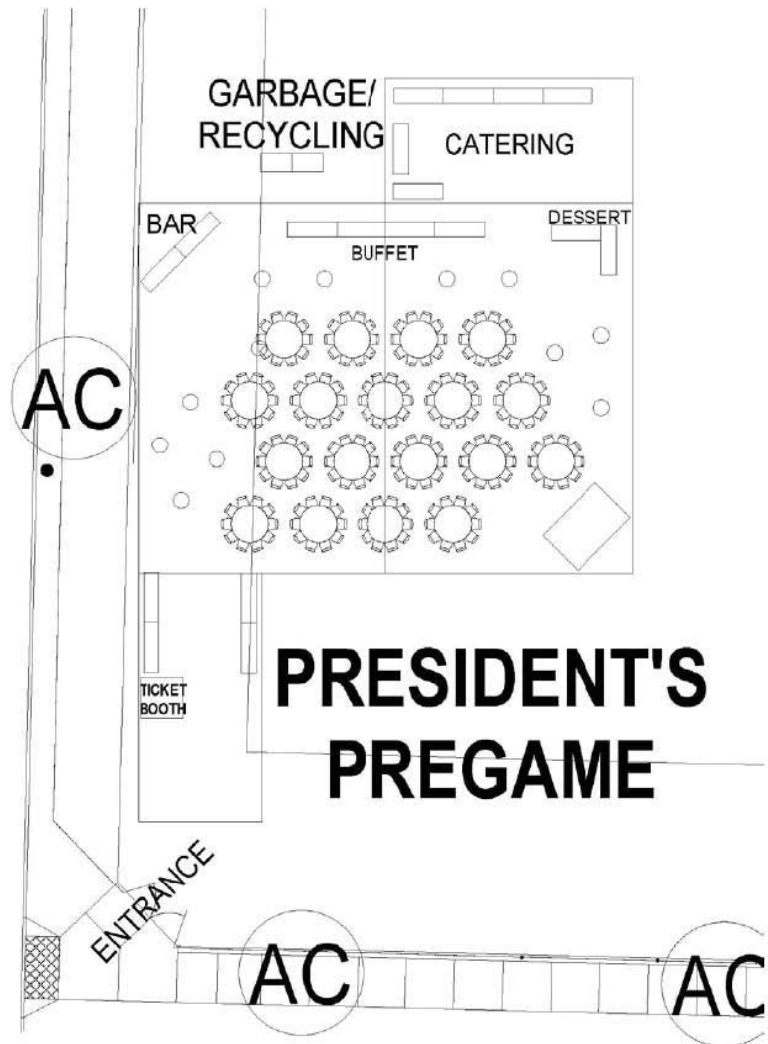
A motion to approve the request by the University of Idaho to establish secure areas for the purpose of allowing the above specified pre-game activities (North Kibbie Field, Student Activities Field, University Commons Building and Menard Law Building) for the 2010 home football season, such events to be in compliance with Board policy section I.J. and the following conditions:

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

JUNE 17, 2010

1. The service area shall be secure, surrounded by a fence or otherwise enclosed to control access to and from the area.
2. The pre-game events shall be limited to four hours, ending at kick-off.
3. Alcohol making or distributing companies may not sponsor the activities or tents.
4. UI shall use a color-coded wrist band or pass admission system to identify attendees and invited guests, and a separate color coded wrist band to identify attendees and invited guests who are of drinking age.
5. UI shall send companies sponsoring a corporate tent a letter outlining the Board alcohol policy and further conditions set by the Board. The letter will state that the minimum drinking age in Idaho is 21 and that at no time may they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
6. There must be no more than two entry points, each manned by security personnel, for the secure area.
7. Security personnel shall be located throughout the secure service to monitor use of wristbands, patron behavior, and entrance and exit.
8. No person may exit the secure area with alcoholic beverages.
9. Tent sponsors shall insure and indemnify the State of Idaho, the State Board of Education and Board of Regents of the University of Idaho and the University of Idaho for a minimum of \$2,000,000, and shall obtain the proper permits and licenses.
10. The area is for sponsors to entertain clients/guests for the fall of 2010 home football games, including the sales and service of alcohol.
11. This exception is only for the 2010 football season; the University shall bring the matter back to the Board after the conclusion of the 2010 football season for reconsideration for 2011.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

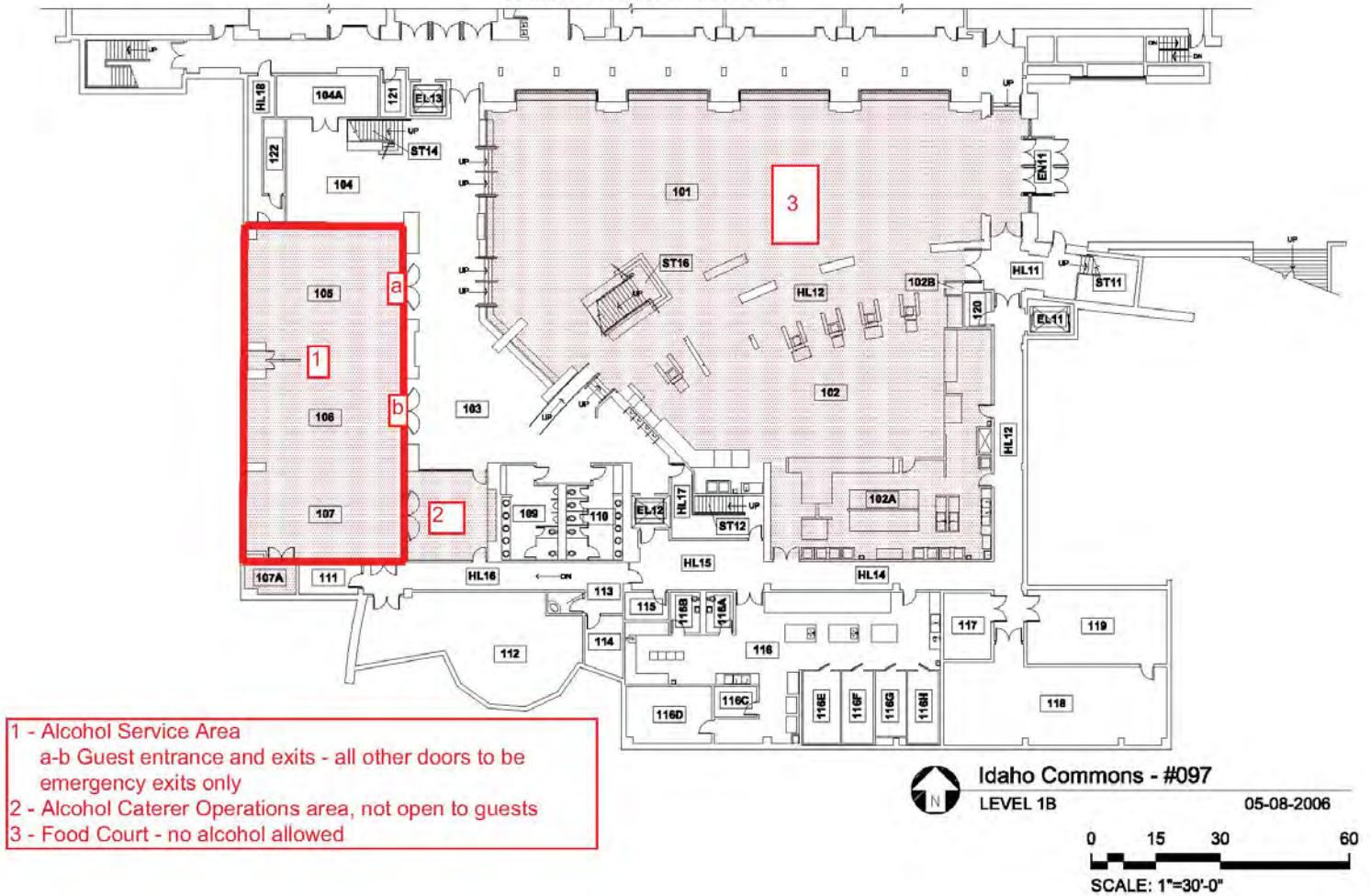


PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

University Commons Bldg

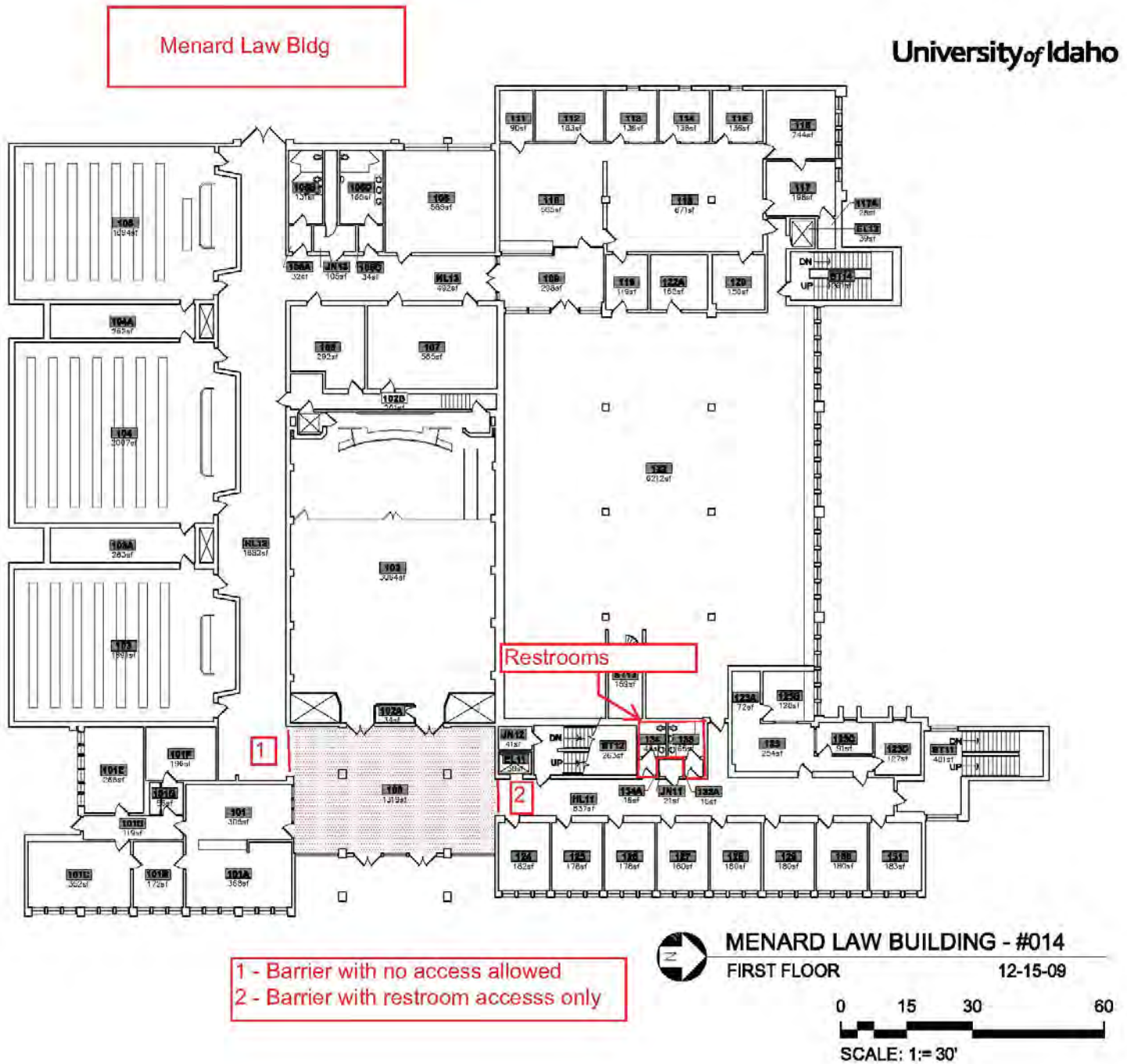
University of Idaho

TEACHING & LEARNING CENTER - GROUND FLOOR



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JUNE 17, 2010

University of Idaho



SUBJECT

U.S. Department of Labor, Employment and Training Administration, Grant Application for State Workforce Agencies to Develop Statewide Longitudinal Data Systems

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy Section V.N. Grants and Contracts

BACKGROUND/ DISCUSSION

In April of 2009 the State Board of Education was awarded a \$6 million Institute of Education Sciences, Statewide Longitudinal Data System grant to aid efforts currently underway by the State Department of Education for building a K-12 statewide longitudinal data warehouse. The State Department of Education is managing the efforts on that grant as they design and develop the K-12 Idaho System for Educational Excellence (ISEE).

As part of the American Reinvestment and Recovery Act of 2009, the Institute of Education Sciences invited states to apply for grants to design, develop and implement statewide P-20 longitudinal data systems to capture student level data from preschool to high school, college, and career. In December of 2009, the Office of the State Board of Education collaborated with the State Department of Education, the eight public postsecondary institutions, the Division of Professional-Technical Education, and the Idaho Department of Labor to complete the grant application. In May 2010, Idaho was notified that their application did not meet the requirements necessary to receive funding. While Idaho did not receive funding, one of the proposed outcomes of the grant application included a multi-state collaboration facilitated through the Western Interstate Commission for Higher Education (WICHE) with Washington, Oregon and Hawaii. WICHE did receive approved funding from the Gates Foundation for this multi-state collaboration which includes both postsecondary and workforce data. Because WICHE is facilitating the multi-state data collaboration and they received funding, Idaho will still be able to participate in these efforts.

When Idaho accepted State Fiscal Stabilization Funds, in the Phase I application, Idaho's Governor was required to assure that our state would take action and make progress in four areas of education reform. The second of which indicates Idaho will establish a P-16 longitudinal data system that includes elements described in section 6401(e)(2)(D) of the America COMPETES Act (20 U.S.C. 9871 (e)(2)(D)). In the Phase II application, Idaho was required to provide data in each of the four areas of reform. Additionally, the Phase II application required further commitment to meet the 12 Data System Elements required in the America Competes Act. Idaho's Phase II application indicated that Idaho would meet several of the 12 Data System Elements through the P-20 SLDS grant. 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. In order for Idaho to receive the remaining \$66 million in State Fiscal Stabilization Funds, the U.S. Department of Education has required that within 90 days of June 4, 2010 the State submit a plan describing how Idaho will fully pay for and implement a P-16 statewide longitudinal data system by the September 30, 2011 deadline.

In May 2010, the U. S. Department of Labor's Employment and Training Administration announced the Workforce Data Quality Initiative, to provide State Workforce Agencies the opportunity to develop and use State workforce longitudinal administrative data systems. Grant assistance may be used to design, plan for, and develop workforce data systems that are longitudinal and which are designed to link with relevant education data systems. Idaho's Department of Labor has requested the State Board of Education's partnership and collaboration to prepare and submit an application to the U.S. Department of Labor.

The purpose of the Workforce Data Quality Initiative is to help states accomplish a combination of the following objectives:

1. Develop or improve state workforce longitudinal data systems
2. Enable workforce data to be matched with education data to create longitudinal data systems with individual-level information from Pre-K through postsecondary and the workforce.
3. Improve the quality and breadth of data in workforce longitudinal data systems.
4. Use longitudinal data to provide information about program operations and to analyze the performance of education and training programs.
5. Provide information to consumers to help them select education and training programs.

There is a total of \$12.2 million available; \$1 million being available per state or \$3 million for a consortium of states over a three-year grant period. The state workforce agency is the eligible applicant to apply for this grant. The application deadline is August 16, 2010.

Board staff have had preliminary discussions with Idaho Department of Labor staff and believe this grant aligns with the Board's Strategic Plan and collaborating with the Idaho Department of Labor will provide additional assistance for Idaho in meeting the postsecondary longitudinal data requirements. This project has tremendous implications for more than measuring the effectiveness and return on investment of the state's higher education programs. Idaho's citizens and its economic and work force development community will also benefit. Data produced by this project will tell us where Idaho's graduates are located, what industry they are working in and the wages they are earning; where the state's workforce training dollars should be invested; and worker supply and demand, where students are in the education pipeline,

what they are studying and how many students in a particular field will enter the work force in the next five to 10 years.

IMPACT

In order for the State Board of Education to partner with the Idaho Department of Labor, the State Board of Education would need to provide a letter of commitment that indicates the State Board of Education intends to do the following:

1. Enter into a Memorandum of Understanding for cooperatively designing and developing a plan for building a longitudinal database;
2. Sign a legally-binding cooperative agreement with the Idaho Department of Labor for sharing the individual student data necessary and permissible (up to and including Social Security Numbers) for developing and maintaining the longitudinal database, conducting the analysis and meeting the deliverables as outlines in the grant application;
3. Serve as a conduit for collecting all postsecondary data for the longitudinal database from all of Idaho's public postsecondary institutions and the State Department of Education and forwarding it to the Idaho Department of Labor; and to
4. Provide the staffing and financial resources necessary for meeting the SBOE's responsibilities as outlined in the Memorandum of Understanding.

STAFF COMMENTS AND RECOMMENDATIONS

Participation with the Idaho Department of Labor on this Workforce Data Quality Initiative Grant would be beneficial to the Board's current efforts, the September 30, 2011 P-16 statewide longitudinal data system deadline required by the U.S. Department of Education and Idaho's participation with WICHE in their multi-state data exchange. If awarded, there is the potential for funding from the Idaho Department of Labor to support the Board's current postsecondary longitudinal data requirements. Board staff recommends partnership and collaboration with the Idaho Department of Labor in the design, drafting, and submission of the Workforce Data Quality Initiative grant.

BOARD ACTION

A motion to support the Department of Labor's application for the Workforce Data Quality Initiative and to authorize the Executive Director to sign the letter of commitment of behalf of the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY Employment Agreement – Head Basketball Coach	Motion to approve
2	UNIVERSITY of IDAHO Employment Agreement – Head Football Coach	Motion to approve
3	EASTERN IDAHO TECHNICAL COLLEGE Reorganization of Administrative Structure	Motion to approve
4	EASTERN IDAHO TECHNICAL COLLEGE New Positions & Deletions of Positions	Motion to approve
5	EASTERN IDAHO TECHNICAL COLLEGE Appointment for the Vice President of Instruction and Student Affairs	Motion to approve
6	AMENDMENT TO BOARD POLICY Section II.G.6.i - Tenure for Academic Administrators – 2 nd Reading	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

New Employment Contract with Leon Rice as Head Men's Basketball Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 2.H

BACKGROUND/DISCUSSION

Leon Rice has been offered the position of Head Men's Basketball Coach at Boise State University. Mr. Rice comes to Boise State from Gonzaga University.

The pertinent terms of the contract are as follows:

Term: Fixed term contract of five years. If the University changes athletic conferences during the term of the agreement, however, the University agrees to add one year to the then remaining term as long as it does not exceed five years. This was requested by the coach's attorney because conference adjustment will require more time for the program to adjust.

Compensation: Mr. Rice will be paid a base salary of \$400,000 per year.

Additional Pay for Performance

Athletic Incentive Pay:

- Regular season conference champions \$5,000;
- The greater of the following two: Conference Tournament Finalist \$3,000 or Conference Tournament Champion \$15,000;
- NCAA Tournament game wins \$5,000 per game;
- NIT Appearances \$3,000 per game;
- Plus the greater of the following two: Winning recording (more wins than losses) \$4,000 or 20 wins \$8,000

Academic Incentive Pay: Coach may qualify for supplemental pay if the academic progress rate for that year meets the following percentages in the national rankings within men's basketball

50-59.9%	\$5,000
60-69.9%	\$7,500
70-79.9%	\$10,000
80% or above	\$12,500

Buy-Out Provision: If Mr. Rice terminates early, he will be required to pay liquidated damages if he leaves for a position in one of the following areas: head coach in another NCAA Division I school, professional basketball in any capacity or sports media in any capacity. If he leaves

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

prior to the end of the first two years the amount is \$250,000 and before the end of the third or fourth years the amount is \$125,000.

IMPACT

This contract will provide continuity for the program with its five year duration. Mr. Rice comes to Boise State University from a successful collegiate program at Gonzaga University.

ATTACHMENTS

Attachment 1 – Employment Contract - Clean	Page 3
Attachment 2 – Employment Contract - Redline	Page 19
Attachment 3 – Contract Comparison Matrix	Page 35

STAFF COMMENTS AND RECOMMENDATIONS

The base compensation amount provided in this agreement is \$400,000, funded entirely with local funds (i.e. no State General Funds). The general terms and compensation amounts of the agreement are summarized in the “Background/Discussion” above. The agreement also provides for two other opportunities for supplemental compensation not enumerated above: (1) the coach’s assistance with a summer youth basketball camp; and (2) based on the overall development of the men’s basketball program the University president has the discretion to award supplemental compensation to the coach.

The contract is for a five year term, but may be extended by one year if the University changes athletic conferences. In no case may the remaining term of the contract exceed five years at any given time. For example, if the University changed conferences in July 2010 with an effective date of July 2011, then Mr. Rice’s contract would be extended by one year in July 2011. He would have already completed the first year of his contract by that date, and thus the extension would not have the effect of making the existing term of his contract exceed five years.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to enter into a new Employment Agreement with Leon Rice, Head Men’s Basketball Coach, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Leon Rice (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

ARTICLE 2

2.1. Initial Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on March 26, 2010 and terminating on March 31, 2015 (with a potential one (1) year extension as provided in section 2.3) unless sooner terminated in accordance with other provisions of this Agreement.

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

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Western Athletic Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this

Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

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 \$400,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement:

- a) Regular Season Conference Champions \$5,000
- b) The greater of the following two:
 Conference Tournament Finalist \$3,000
 Conference Tournament Champions \$15,000
- c) NCAA Tournament game wins \$5,000 per game
- d) NIT appearances \$3,000 per game
- e) The greater of the following two:

Winning Record (more wins than losses)	\$4,000
20 Wins	\$8,000

3.2.2 Academic Achievement

- a) Coach shall qualify for supplemental pay annually if the one-year Academic Progress Rate (“APR”, meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men’s basketball (four-year rate):
- | | | |
|------|--------------|----------|
| i. | 50% to 59.9% | \$5,000 |
| ii. | 60% to 69.9% | \$7,500 |
| iii. | 70% to 79.9% | \$10,000 |
| iv. | 80% or above | \$12,500 |

3.2.3 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team’s retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

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

3.2.5 Compensation for Media. The Coach may receive a portion of the section 3.1.1(a) compensation from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the University by-weekly payroll or may be paid

monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is a alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Summer Camp. The University may operate a summer youth basketball camp using University facilities, and in so doing, the University shall allow Coach the opportunity to earn supplemental compensation by assisting the University in his capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In considering whether to operate a summer youth camp, the University may consider the following conditions:

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;
- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the camp shall be deposited with and paid by the University.

- e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;

In the event of termination of this Agreement, or suspension from employment of the Coach, University shall not be under any obligation to hold a summer youth camp with the Coach after the effective date of such termination or suspension and the University 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 has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, 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 salary provided pursuant to section 3.1.1 that is also paid through the University, 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 Governing Policies and Procedures and Rule Manual; (b) University's Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the athletic 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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.8 Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA gatherings during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

ARTICLE 5

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

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

- a) A repetitive 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 cure any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) (i) A repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board or the conference, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any major violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes a grave violation of the moral sentiment or accepted moral standards of society or that would, in the University's reasonable 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 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 when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or

- i) A major violation of any applicable law or the policies, rules or regulations of the University or the University's governing board, or the finding by the conference or the NCAA of a major violation of the rules or policies of 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, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by 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 or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the 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 other 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 other 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 the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach 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 by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination

shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, sports media in any capacity he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement if the Agreement is terminated on or before March 31, 2012, the sum of \$250,000 and the sum of \$125,000 if the Agreement is so terminated after March 31, 2012 and prior to March 31, 2014. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

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

5.4 Termination due to Disability or Death of Coach.

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

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all

compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

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

5.5 Interference by Coach. In the event of termination 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 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 Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University:	Director of Athletics 1910 University Drive Boise, ID 83725-1020
with a copy to:	President 1910 University Drive Boise, ID 83725-100
the Coach:	Leon Rice Last known address on file with University's Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY

COACH

Robert W. Kustra, President Date

Leon Rice Date

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

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and [Leon Rice](#) (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. [Initial](#) Term. This Agreement is for a fixed-term appointment of [five \(5\)](#) years, commencing on [March 26, 2010](#) and terminating, ~~without further notice to Coach,~~ on [March 31, 2015 \(with a potential one \(1\) year extension as provided in section 2.3\)](#) 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. Conference Change Term Extension. If the conference affiliation of the University (currently the Western Athletic Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

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 \$400,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits ~~calculated on the "base salary"~~ as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

~~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's head (Sport) coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

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

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.~~

3.2.1. ~~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) Athletic Achievement:~~

a)	Regular Season Conference Champions	\$5,000
b)	The greater of the following two:	
	Conference Tournament Finalist	\$3,000
	Conference Tournament Champions	\$15,000
c)	NCAA Tournament game wins	\$5,000 per game
d)	NIT appearances	\$3,000 per game
e)	The greater of the following two:	
	Winning Record (more wins than losses)	\$4,000
	20 Wins	\$8,000

3.2.2 Academic Achievement

- a) Coach shall qualify for supplemental pay annually if the one-year Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

i.	50% to 59.9%	\$5,000
ii.	60% to 69.9%	\$7,500
iii.	70% to 79.9%	\$10,000
iv.	80% or above	\$12,500

3.2.3 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

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

3.2.5 Compensation for Media. The Coach ~~shall~~ may receive a portion of the ~~sum of (amount or computation) section 3.1.1(a) compensation~~ from the University ~~or~~ the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) . This sum may be paid either through the University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment~~

may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is a alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 ~~SUMMER CAMP OPERATED BY UNIVERSITY~~ Coach agrees that the University has the exclusive right to Summer Camp. The University may operate a summer youth ~~-(Sport)- camps on its campus~~ basketball camp using University facilities. ~~The, and in so doing, the~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting ~~with the University's camps~~ University in ~~Coach's~~ his capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's ~~football~~ camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. ~~In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University. This amount shall be paid (terms of payment).~~ In considering whether to operate a summer youth camp, the University may consider the following conditions:

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;
- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;

- d) All revenues and expenses of the camp shall be deposited with and paid by the University.
- e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;

In the event of termination of this Agreement, or suspension from employment of the Coach, University shall not be under any obligation to hold a summer youth camp with the Coach after the effective date of such termination or suspension and the University 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 ~~is negotiating or~~ has ~~entered~~ the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—~~ the University's designated company, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—~~ said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, 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~~ salary

provided pursuant to section 3.1.1 [that is also paid through the University](#), 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 ~~Policy Handbook~~ [Policies](#); (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the [athletic](#) 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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.8 Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA gatherings during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;

- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

ARTICLE 5

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

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

- a) A ~~deliberate~~repetitive 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~~cure any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) (i) A deliberate~~deliberate~~repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, ~~or the conference~~ ~~or the~~, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any ~~such~~major 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 a grave violation of the moral turpitude~~sentiment or accepted moral standards of society~~ or that would, in the University's reasonable 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 when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or
- i) A major violation of any applicable law or the policies, rules or regulations of the University, or the University's governing board, or the finding by the conference, or the NCAA, of a major violation of the rules or policies of 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, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the 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 other 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 other 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 the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach 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 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 opportunity to consult with, legal counsel in the contract negotiations and~~ 5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, sports media in any capacity he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement ~~the following sum: (a) if the Agreement is terminated on or before March 31, 2012, the sum of \$30250,000.00; (b) and the sum of \$125,000 if the Agreement is so terminated between _____ and _____ inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between _____ after March 31, 2012 and _____ inclusive, the sum of \$10,000.00.~~ prior to March 31, 2014. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

~~5.3.4 The parties have both been represented by, or had opportunity to consult with, legal counsel in the contract negotiations and~~ 5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach

terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

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

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~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 ~~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, ID 83725-1020

with a copy to: President
 1910 University Drive
 Boise, ID 83725-1000

the Coach: [Leon Rice](#)
 Last known address on file with
 University's Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY

COACH

Robert W. Kustra, President Date

Leon Rice Date

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

Leon Rice, Boise State University, Head Men's Basketball Coach – 2010 – Multi-Year Contract

	Model Contract Section	Contract Section	Justification for Modification
1.3	Duties	1.3 Duties, and sections 5.5, 5.7, 5.8	Deleted the reassignment clause.
2.1	Term	2.1 to 2.3 Extension Term	Added language that would add one (1) additional year to the contract if there is a conference change during the term of the agreement.
3.2	Supplemental Compensation	3.2.1, 3.2.2, 3.2.3, 3.2.4 Supplemental Compensation are deleted and replaced	Language provides specific criteria for athletic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.5 Media Compensation	Language changed to reflect potential payment of media compensation.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to University operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
4.8	N/A	4.8 Specific Duties	Language provides for specific duties not addressed in the Model.
5.1	Termination	5.1 Termination – Deleted language	Deleted reassignment provisions.
5.1	Termination	5.1.1 Adequate Cause	Clarified language in several provisions defining adequate cause for dismissal.
5.3	Termination by coach for convenience	5.3.2, 5.3.3, 5.3.4, Termination by coach for convenience; language added	If the Coach terminates to pursue employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate

Leon Rice, Boise State University, Head Men's Basketball Coach – 2010 – Multi-Year Contract

	Model Contract Section	Contract Section	Justification for Modification
			basketball, professional basketball in any capacity, or sports media, then the payment is \$250,000 for years one and two and \$125,000 for years three and four.
5.9	N/A	5.9 Annual Leave	In the event of termination, annual leave must be used during the remaining term.
6.1	6.1 Board Approval	6.1 Board Approval – added language	Added language regarding the contract being subject to furloughs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head intercollegiate football 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 football coach through December 16, 2014 and replacing the final year and a half 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 are attached.

The extended term of the employment contract is four years, five and a half months, commencing on July 1, 2010, and terminating on December 16, 2014.

The annual base salary is \$165,796.80 based on a December 17 to December 16 employment year. Coach is eligible to participate in university-wide changes in employee compensation as approved by the president and athletic director.

Annual media payments per football season are as follows:

- i. 2011 season - \$190,000
- ii. 2012 season - \$200,000
- iii. 2013 season - \$210,000
- iii. 2014 season - \$220,000
- iv. 2015 season - \$230,000

Coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion = \$12,753.60
- Seven regular season wins = \$12,753.60
- National Coach of the Year = \$10,000
- Conference Coach of the Year = \$5,000
- BCS Bowl game = \$100,000
- Team ranking in top 25 in final ESPN/USA Today poll = \$12,753.60
- Academic achievement and behavior of team: Team's annual APR exceeds the Football Bowl Subdivision average = \$5,000

Maximum potential annual compensation (base salary, media payment and maximum potential incentive) is as follows:

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

- FY 2011 \$514,057.60
- FY 2012 \$524,057.60
- FY 2013 \$534,057.60
- FY 2014 \$544,057.60
- 07/01/14 to 12/16/14 \$464,251.00

Coach may participate in youth football camps as follows:

- Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid, OR
- in the event university elects not to operate a camp, coach may do so within Board guidelines for such camps.

IMPACT

This contract will provide continuity for the University's football program with its approximately 4½ year duration. Mr. Akey is coming off of a successful season, with the team's first bowl appearance since 1998.

Mr. Akey's annual base salary will be paid entirely from appropriated state general funds.

ATTACHMENTS

Attachment 1 – Employment Contract – clean	Page 3
Attachment 2 – Employment Contract – redline	Page 19
Attachment 3 - Contract Comparison Matrix	Page 37

STAFF COMMENTS AND RECOMMENDATIONS

The general terms and compensation amounts of the contract are summarized in the "Background/Discussion" above). The contract provides for termination for convenience (by either party), but stipulates that the non-terminating party is entitled to compensation. These compensation amounts are set forth in the contract. Staff recommends approval.

BOARD ACTION

A motion to approve the University of Idaho's multi-year employment contract for head intercollegiate football coach for a term commencing on July 1, 2010 and terminating on December 16, 2014 in substantial conformance with the employment agreement submitted to the Board in Attachment 1.

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 Robb Akey (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. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2.1 through 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on July 1, 2010, and terminating, without further notice to Coach, on December 16, 2014, unless sooner terminated in accordance with other provisions of this Agreement, and unless the Team participates in a bowl game, in which event the date of termination will be adjusted by mutual agreement of the parties.

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 \$165,796.80, 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) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) 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 football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or co-championship occurs. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the football program achieves at least 7 regular season wins, 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 Team achieves 7 wins.

3.2.3. National Coach of the Year. For receiving the "Bear Bryant Coach of the Year" award, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$10,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. BCS Bowl game. If the Team participates in any of the five BCS bowl games, Coach shall receive supplemental compensation of \$100,000. The

University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, 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.

3.2.6 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members. If the Team's annual APR (for the previous fall and spring semesters) exceeds the Football Bowl Subdivision (FBS) average, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. 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.

3.2.8 The Coach shall receive 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) the sum of:

- i. From July 1, 2010 through June 30, 2011:
\$190,000 per year;
- ii. From July 1, 2011 through June 30, 2012:
\$200,000 per year;
- iii. From July 1, 2012 through June 30, 2013,
\$210,000 per year;
- iv. From July 1, 2013 through June 30, 2014:
\$220,000 per year;
- v. From July 1, 2014 through December 16, 2014 (or
adjusted contract termination date if applicable):
\$230,000.

Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, 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) 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 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, through a media outlet that is not University-designated, 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.

3.2.9 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 youth 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 youth football camps, the University shall pay Coach the remaining income from the youth football 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 football 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 football 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 Sodexho 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.

3.2.10 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, and give a lecture at an event sponsored in whole or in part by Nike, and 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 football coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances that contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The 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 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 that are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3. NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President

whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

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

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

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

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not 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, or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA.

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

responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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

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

5.2 Termination of Coach for Convenience of University.

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

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

insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. 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, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such sums 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 sum: (a) if the Agreement is terminated on or before June 30, 2011, the sum of \$400,000.00; (b) if the Agreement is terminated between July 1, 2011 and June 30, 2012 inclusive, the sum of \$350,000.00; (c) if the Agreement is terminated between July 1, 2012 and June 30, 2013 inclusive, the sum of \$250,000.00;

(d) if the Agreement is terminated between July 1, 2013 and June 30, 2014 inclusive, the sum of \$165,000; (e) if the Agreement is terminated between July 1, 2014, and December 16, 2014 inclusive, the sum of \$165,000. 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. The parties agree that such costs 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 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.

5.6 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 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 Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education 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 therefor, 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: Robb Akey

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, President Date

Robb Akey Date

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

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~~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 ~~Robb Akey~~ (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)~~ 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 (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~~ section 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment ~~of _____ (____) years,~~ commencing on ~~_____ July 1, 2010,~~ and terminating, without further notice to Coach, on ~~_____ December 16, 2014,~~ unless sooner terminated in accordance with other provisions of this Agreement, and unless the Team participates in a bowl game, in which event the date of termination will be adjusted by mutual agreement of the parties.

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 \$ ~~_____ per year~~ \$165,796.80, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may 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~~ Such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) ~~The opportunity to receive such~~ 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)~~ football 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) eligibility are achieved, or co-championship occurs~~. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 _____

3.2.2. Each year the ~~Team is ranked in~~ football program achieves at least 7 regular season wins, the ~~top 25 in the (national rankings, such as final ESPN/USA~~

~~Today coaches poll of Division IA football teams)~~, and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) University shall pay to Coach supplemental compensation in an amount equal to ~~—(amount or computation)—~~ of Coach's one-thirteenth (1/13) of Coach's Annual Salary in effect on during the fiscal year in which the Team achieves 7 wins.

3.2.3. National Coach of the Year. For receiving the date "Bear Bryant Coach of the final poll Year" award, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$10,000. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. BCS Bowl game. If the Team participates in any of the five BCS bowl games, Coach shall receive supplemental compensation of \$100,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.3~~ ~~5~~ Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, University shall be eligible to receive pay Coach supplemental compensation in an amount equal to ~~—(amount or computation)—~~ 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.

3.2.6 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation. If the Team's annual APR (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, the previous fall and elsewhere; spring semesters) exceeds the Football Bowl Subdivision (FBS) average, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation

of \$5,000. 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.~~

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s~~ 3.2.8 The Coach shall receive 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). ~~Coach's~~ the sum of:

- i. From July 1, 2010 through June 30, 2011:
\$190,000 per year;
- ii. From July 1, 2011 through June 30, 2012:
\$200,000 per year;
- iii. From July 1, 2012 through June 30, 2013,
\$210,000 per year;
- iv. From July 1, 2013 through June 30, 2014:
\$220,000 per year;
- v. From July 1, 2014 through December 16, 2014 (or
adjusted contract termination date if applicable):
\$230,000.

Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of, 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) 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, through a media outlet that is not University-designated, 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))~~9 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~football 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 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 (College)'s summer~~University's youth football camps, ~~the University (College) shall pay Coach (amount) per year as supplemental compensation during each year~~the remaining income from the youth football 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 football 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 football 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 ~~—————~~ 10 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~~ University'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)—, or Nike, and~~ give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—, or Nike, and~~ 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)—~~ football 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~~ that contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 ~~—————~~ General Conditions of Compensation. All compensation provided by the University ~~(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~~that enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(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.~~ 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)—~~football 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~~that 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 the 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 the applicable policies, rules and/or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules and/or regulations of the University ~~(College)~~, the University's governing board, the conference, or the NCAA, 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 ~~(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~~that may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~ University'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 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.- Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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 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,~~ until the term of this Agreement ends or until Coach obtains employment, whichever occurs first; provided, however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable employment 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. 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 are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~ sums 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 sum: (a) if the Agreement is terminated on or before ~~June 30, 2011~~, the sum of \$~~30400~~,000.00; (b) if the Agreement is terminated between ~~July 1, 2011~~ and ~~June 30, 2012~~ inclusive, the sum of \$~~20350~~,000.00; (c) if the Agreement is terminated between ~~July 1, 2012~~ and June 30, 2013 inclusive, the sum of \$250,000.00; (d) if the Agreement is terminated between July 1, 2013 and ~~June 30, 2014~~ inclusive, the sum of \$~~10,000.00~~165,000; (e) if the Agreement is terminated between July 1, 2014, and December 16, 2014 inclusive, the sum of \$165,000. 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~~. The parties agree that such costs 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, ~~or~~ 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~~provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ 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, 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)~~'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: _____ Robb Akey
 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

M. Duane Nellis, President _____ Date _____ Robb Akey
 Date

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

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ATTACHMENT 3

Model Contract Section	Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Added language that Coach will be eligible for University-wide changes in employee compensation as approved by Director and President.
3.2. Supplemental Compensation	3.2.1 Supplemental Compensation	Changed to entitle coach to supplemental compensation if the team is conference champion or co-champion.
3.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Renumbered. New 3.2.2 entitles coach to supplemental compensation if Team wins 7 games.
3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Renumbered. New 3.2.3 allows for supplemental compensation for National Coach of the Year designation.
3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Added section allowing for supplemental compensation if Team participates in BCS bowl.
3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Deleted section allowing for supplemental compensation based on overall development of football program, ticket sales, fundraising and outreach.
3.2 Supplemental Compensation	3.2.5 Supplemental Compensation	Renumbered. New 3.2.5 entitles coach to supplemental compensation if team is ranked in top 25 in final ESPN/USA Today poll.
3.2 Supplemental Compensation	3.2.6 Supplemental Compensation	Renumbered. New 3.2.6 entitles coach to supplemental compensation if Coach is named Conference Coach of the Year. Added language allowing Coach to operate football summer camp if University opts not to.
3.2 Supplemental Compensation	3.2.7 Supplemental Compensation	Former 3.2.3. Entitles coach to supplemental compensation if Team APR exceeds Football Bowl Subdivision average.
3.2 Supplemental Compensation	3.2.8 Supplemental Compensation	Former 3.2.5. Established annual increase of \$10,000 in media payment in each year of the contract. Changed language to divide media payment into two separate payments, with Coach's right to second payment vesting on date of Team's last game. Added language stating that media payment is contingent on (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches; and (3) Coach's compliance with University's financial stewardship policies.
3.2 Supplemental Compensation	3.2.9 Supplemental Compensation (summer camps)	Former 3.2.6. Allows Coach to operate summer camp if University opts not to.
3.2 Supplemental Compensation	3.2.10 Supplemental Compensation (footwear)	Former 3.2.7.
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..."
5.1 Termination of Coach for Cause	5.1.1 Termination of Coach for Cause	Added language making definitions in Board, conference, NCAA, and University policies, rules, and regulations applicable to termination for cause.
5.1. Termination of Coach for Cause	5.1.2 Termination of Coach for Cause	Added language providing that within fifteen days of receiving notice of suspension, reassignment, or termination, Coach may request review of the decision by President. The request for review will not stay the effectiveness of the action, and review is at the President's sole discretion.
5.2.2 Termination of Coach for Convenience of University	5.2.2 Termination of Coach for Convenience of University	Added language that 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

ATTACHMENT 3

Model Contract Section	Contract Section	Modification/Justification for Modification
		damages for breach.
5.2.3 Termination of Coach for Convenience of University	5.2.3 Termination of Coach for Convenience of University	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 Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2. Changed payment amounts to \$400,000 for the first year of the contract, \$350,000 for the second year, 250,000 for the third year, and \$165,000 for the final two years. Given the University's current need for stability in the football program and other factors, these amounts are a reasonable estimate of the damages the University would incur if the coach terminated the agreement prematurely for convenience.
5.3 Termination by Coach for Convenience	5.3.4 Termination by Coach for Convenience	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.
6.16 Opportunity to Consult with an Attorney	6.16 Opportunity to Consult with an Attorney	Adds Coach's acknowledgment that he has either consulted with legal counsel or chosen not to.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Implementation of reorganization of the Administration of Eastern Idaho Technical College

BACKGROUND/DISCUSSION

The Administrative structure of Eastern Idaho Technical College (EITC) has been in place for several years. There are currently three (3) deans, Dean of Instruction, Dean of Students, and Dean of Administration that report directly to the college president. The Dean of Students also currently fills the position of a full-time admissions counselor in the admissions office. Therefore, most of this dean's time is spent meeting with students and helping them plan class schedules etc. The administrative and planning responsibilities of this position get limited attention, since there is not time to do that. The Dean of Administration also currently fills the position of controller. The College has a small business office staff and so the majority of the day-to-day accounting and finance duties fall to the controller. This leaves little if any time to work with building and facility issues, human resources, and any oversight or planning functions. In recent audit reports, the College has been cited as being deficient in the separation of accounting duties along with concerns that one person has access to all accounting functions. The State Board of Education Audit Committee has asked the College to make progress in removing these deficiencies. Under the current structure, while an Assistant Controller was added in January of 2009, adequately addressing this concern is difficult. The Dean of Instruction is responsible for instructional staff and is the only dean position that does not have another full-time job as a part of his current duties.

The College president's advisory council (PAC) consists of the college president and the three deans. This council meets regularly to set policy and discuss plans for the College, but with two of the three deans currently filling other full time responsibilities it is difficult for them to spend any time and effort on any long term planning processes or ideas.

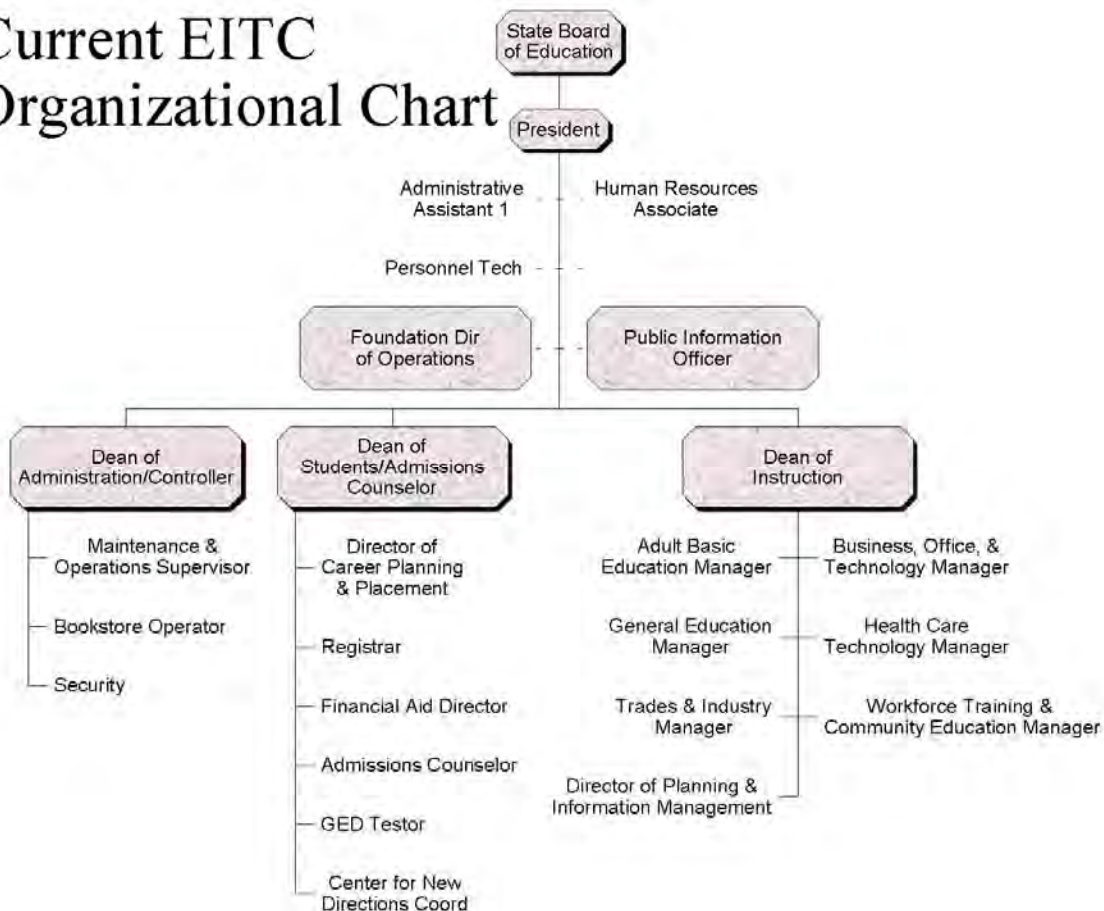
This has been a concern of President Waite since his arrival on campus in 2008. He has spent considerable time looking at other two year college administration structures to see what was being used at other institutions. This collection of information was done with the idea in mind that the opportunity for a change in the administration structure would come as a result of a vacancy in one of the dean positions. President Waite decided there would be no need to have discussions about administrative structure changes on the campus until the opportunity for such a change occurred. On March 12, 2010, Dr. Scott Hamilton, Dean of Instruction, announced that he had accepted a position as President of Mountain Empire Community College in Big Stone Gap, Virginia, and that he would be leaving (EITC) in June of 2010. With this announcement, President

BUSINESS AFFAIRS AND HUMAN RESOURCES

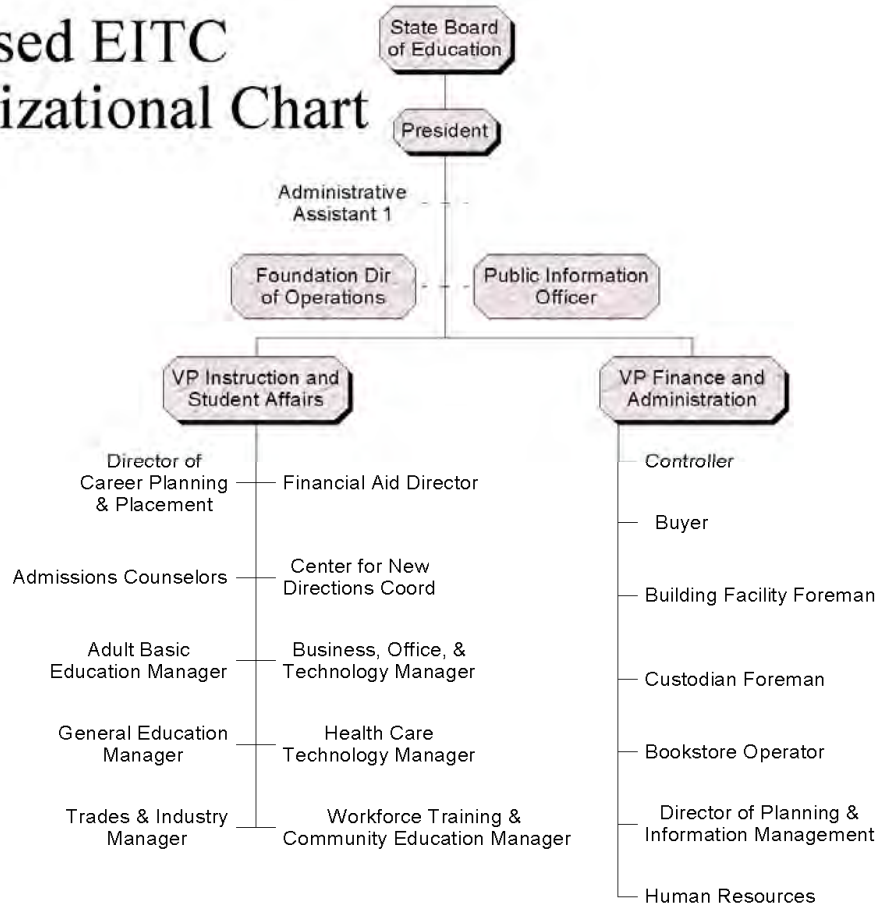
JUNE 17, 2010

Waite began discussions on campus about a new administrative structure. It consists of eliminating all current dean positions and creating two vice president positions: a Vice President of Instruction & Student Affairs and a Vice President of Finance & Administration. These positions would no longer have additional full-time job responsibilities. This new structure would require the addition of an admissions/counseling position, a controller position and an administrative assistant position. The organizational charts indicate the current structure and the new proposed structure.

Current EITC Organizational Chart



Proposed EITC Organizational Chart



This new structure would allow the College to then divide the operations of the College into two functional categories: the Vice President of Instruction & Student Affairs would have responsibility for student centered functions and the Vice President of Finance & Administration would have responsibility for business functions. Currently there are units reporting to either the Dean of Instruction or the Dean of Students that are really college business functions. In this restructure process, reporting lines of these units would be changed to report to the appropriate vice president. The auditors concern over separation of duties (the combined duties performed by the Dean of Administration/Controller) would be addressed because those responsibilities would be divided thus eliminating the issue.

President Waite presented this new administrative structure to (PAC) on March 22, 2010. The new structure was presented to the Instructional Advisory Council (IAC) on April 7, 2010. It was reviewed again at (PAC) on April 12, 2010, with approval given to move forward with discussions among the members of the campus community. Employee forums with the college president were held on April 15 and again on April 20. This gave all college employees the opportunity to meet with President Waite to hear about this new administrative structure and to ask questions and provide input. All managers were encouraged to include on

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their staff meeting agendas this suggested change and to have employees either e-mail the president with comments or questions, attend the forums or visit with him in person.

As these various processes took place there was no opposition expressed to the suggested change. On Wednesday, May 5 as a part of the State Employee Recognition activities, President Waite announced to the college staff and faculty his plans to move forward with this restructure proposal by taking it to the State Board of Education to request approval.

IMPACT

This new organizational structure will do several things. First, by combining Instruction and Student Affairs under one person, the interaction among those groups that work most closely with students will experience improved coordination and the needs of the students will be better served. Second, conflicts between student service processes and faculty will be resolved more quickly. Third, the combination of finance and administration under one person without the additional responsibility of being controller will allow a recommended separation of duties in the accounting area. Fourth, it will improve planning and oversight for purchasing, human resources and facilities.

STAFF COMMENTS AND RECOMMENDATIONS

In the presentation of audit results for FY 2009 prepared by Moss Adams, EITC had a finding for lack of segregation of duties over financial reporting and year-end closing entries. The finding reads in part:

“The current year significant deficiency is the prior year’s partially resolved material weakness. This item was reported as a material weakness due to a lack of adequate segregation of duties over financial reporting and year end closing entries and the sufficiency of supporting documentation. In the current year, this finding has been downgraded to a significant deficiency due to the College’s changes to their processes and additions to their Business office staff. In particular, the addition of a new Assistant Controller during the current year has allowed segregation of critical accounting responsibilities related to controls over financial reporting. This addition has also allowed the business office some ability to obtain review over critical functions and time to document some functions. While there has been improvement, the controller still has the ability to control many of the accounting transactions from the beginning of the process through the preparation of the financial statements and there is a risk that errors may not be detected.”

While the College has addressed some of the deficiencies identified by the auditors, segregation of duties remains an issue. The proposed reorganization would resolve this issue in particular.

Overall, the proposed structure eliminates an executive level position and

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reworks the administrative functions and duties which will enable the College's executive team to better meet the needs of the constituencies they serve.

The two subsequent agenda items are contingent upon the approval of this proposed reorganization plan.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical College to proceed with implementation of the proposed reorganization of the College's central administrative functions, duties and non-instructional personnel.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

New positions & deletion of positions

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 two (2) professional positions (2.0 FTE), one (1) non-classified position (1.0 FTE) and one (1) classified position (1 FTE) supported by appropriated funds
- delete three (3) professional positions (3.0 FTE) supported by appropriated funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

This agenda item is contingent upon Board approval of EITC's reorganization plan. The requested addition and deletion of positions would give effect to the reorganization plan. Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical College for four (4) new positions (4.0 FTE) and to delete three (3) positions (3.0 FTE) supported by appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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NEW POSITIONS

Position Title	Vice President of Finance and Administration
Type of Position	Professional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$92,000
Funding Source	Appropriated Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Administration
Duties and Responsibilities	Supervise the business affairs of the college.
Justification of Position	This position is needed to provide planning and leadership over the business-centered functions of the college.

Position Title	Controller
Type of Position	Professional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$75,000
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Business Office
Duties and Responsibilities	Manage the accounting function and processes of the college.
Justification of Position	This position is needed as a part of the college restructure, to provide for suggested separation of duties from auditors.

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Position Title	Admissions Counselor
Type of Position	Non-Classified Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$40,000
Funding Source	Appropriated Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Student Services
Duties and Responsibilities	Assist students enrolling in the college.
Justification of Position	This position is needed to meet the admissions needs of students as a result of separation of duties in college restructure.

Position Title	Administrative Assistant I
Type of Position	Classified Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$29,000
Funding Source	Appropriated Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Student Services
Duties and Responsibilities	Assist the Vice President of Instruction and Academic Affairs.
Justification of Position	This position is needed to assist the Vice President of Instruction & Academic Affairs with needed administrative duties.

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DELETIONS OF POSITIONS

Position Title	Dean of Administration/Controller
Type of Position	Professional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$87,358
Funding Source	Appropriated Funds
Area/Department of Assignment	Administration
Duties and Responsibilities	Supervise administrative functions and perform accounting functions.
Justification of Position	Position eliminated due to reorganization.

Position Title	Dean of Students/Counselor
Type of Position	Professional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$87,358
Funding Source	Appropriated Funds
Area/Department of Assignment	Administration
Duties and Responsibilities	Supervise student services and provide admission counseling to students.
Justification of Position	Position eliminated due to reorganization.

Position Title	Dean of Instruction
Type of Position	Professional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$87,358
Funding Source	Appropriated Funds
Area/Department of Assignment	Administration
Duties and Responsibilities	Supervise instructional functions of the college.
Justification of Position	Position eliminated due to reorganization.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Appointment for the Vice President of Instruction and Student Affairs above the 75% of the Chief Executive Officer's annual salary

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Eastern Idaho Technical College requests approval of the appointment of Dr. Steven K. Albiston as the new Vice President of Instruction and Student Affairs at a salary of \$92,000, which exceeds 75% of the Chief Executive Officer's annual salary by \$5,750.

IMPACT

This appointment is subject to State Board approval. The initial appointment of this employee is requested at a salary that exceeds 75% of the Chief Executive Officer's salary.

STAFF COMMENTS AND RECOMMENDATIONS

This agenda item is contingent upon Board approval of EITC's reorganization plan. The plan contemplates a new vice president of instruction and student affairs position at an annual salary in excess of 75% of the president's salary, which requires Board approval. Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical College for the appointment of Dr. Steven K. Albiston to the position of Vice President of Instruction and Student Affairs at an annual salary of \$92,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

**EMPLOYMENT OF VICE PRESIDENT OF INSTRUCTION AND STUDENT AFFAIRS
— SALARY LEVEL HIGHER THAN 75% OF THE CHIEF EXECUTIVE OFFICER'S
SALARY**

Position Title	Vice President of Instruction & Academic Affairs
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	July 1, 2010
Annual Salary	\$92,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Administration
Duties and Responsibilities	The duties of this position will be to supervise instructional departments and academic affairs.
Justification of Salary Level	Salary is comparable to other salary levels for similar positions in higher education institutions.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

SUBJECT

Second 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, adding “executive officer/presidents” to the definition and “vice provosts or equivalent” 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
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STAFF COMMENTS AND RECOMMENDATIONS

Board staff and CAAP recommend approval of the revised Board policy Section II.G.6.i, as presented.

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

BOARD ACTION

A motion to approve the second 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 _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)

June 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

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/provosts, vice provosts or equivalent of the institutions, the deans, associate/assistant deans, and department chairs 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.
 - (4) Upon termination of employment as an academic administrator, an employee with tenure may, at his or her option, return to employment in

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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 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.
 - (2) Before a non-tenured faculty member holding academic rank is moved from one position in the institution to another, the member must be

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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.

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TAB	DESCRIPTION	ACTION
1	DIFFERENTIAL FEES	Information item
2	BOISE STATE UNIVERSITY Right of Way Vacation Agreement – Ada County Highway District	Motion to approve
3	BOISE STATE UNIVERSITY Geothermal Agreement – City of Boise	Motion to approve
4	BOISE STATE UNIVERSITY Purchasing Policy	Motion to approve
5	BOISE STATE UNIVERSITY Lincoln Avenue Student Housing Project	Motion to approve
6	IDAHO STATE UNIVERSITY Naming/Memorializing Buildings & Facilities - Softball Fields	Motion to approve
7	IDAHO STATE UNIVERSITY Idaho Accelerator Center (IAC) Expansion Project	Motion to approve
8	UNIVERSITY of IDAHO Outdoor Track Renovation Project	Motion to approve
9	UNIVERSITY of IDAHO Request for Proposals – Television Cable Project	Motion to approve

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TAB	DESCRIPTION	ACTION
	UNIVERSITY OF IDAHO	
10	Kibbie Dome Enhancement Project – Game Day Renovation	Motion to approve
11	UNIVERSITY of IDAHO Sponsorship Agreement – Litehouse, Inc.	Motion to approve
12	UNIVERSITY of IDAHO Center for Advanced Microelectronics and Biomolecular Research (CAMBR) Laboratory	Motion to approve
13	LEWIS-CLARK STATE COLLEGE Refinancing of Clearwater Hall	Motion to approve
	FY 2012 LINE ITEMS	
	a. FY 2011 Supplemental Requests	
	b. Summary & Detail	
14	c. Occupancy Costs	Motion to approve
	d. Center for Advanced Energy Studies	
	e. Scholarships	
	f. Strategic Initiatives Summary & Detail	
	AMENDMENT TO BOARD POLICY	
15	Section V.R.3.a.x. – In-Service Teacher Education Fees, First Reading	Motion to approve

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SUBJECT

Revising Fee Policy to Allow for Differential Fees

REFERENCE

September 2001	Board authorizes UI to bring a proposal to the Board to implement differential fees on a limited basis.
March 2002	UI asks Board for additional time to talk about the issue with students and other stakeholders, and bring a proposal back at a later date.
October 2008	Institutions request direction from the Board whether there is support for a mechanism to request differential fees by the college or universities. Board directs staff to bring forward an amendment to Board Policy V.R.3., adding differential fees.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In general terms, differential fees refer to any additional fees that are supplementary to the base tuition level approved by the Board. These fees would be charged to a particular group of students based on criteria identified and approved by the Board. Criteria for differential fees can include college, program, major, class standing, etc. Differential fees are generally intended to: 1) offset higher than average instructional costs; 2) provide supplemental resources to enhance program quality; or 3) reflect the market for programs with high demand.

Professional fees, which are allowed under current Board Policy, differ from differential fees. To designate a professional fee for a Board approved program, the program must have credentialing and accreditation requirements as well as extraordinary program costs.

Differential fees have been discussed at the concept level in numerous Financial Vice Presidents (FVP) meetings since the Board's directive in 2008. Last fall, the FVPs and staff began discussing and reviewing draft policy language. CAAP has been included and provided opportunity for input. On April 21, 2010, a joint meeting of CAAP and FVPs was held in Moscow. Board members Edmunds, Lewis, Luna, and Soltman were in attendance. Keith Ickes of UI presented a white paper on differential fees which provided a framework for the discussion.

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IMPACT

Deans of the colleges of business and colleges of engineering at the three universities have expressed interest in differential fees, but only at the conceptual level. No specific fee amount has been formally identified.

Some systems or institutions with differential fees require a financial aid component. For example, one approach used is to set aside a certain percentage of the differential fee for need-based fee remissions to be awarded to needy students who fall under the criteria used to assess the fee.

ATTACHMENTS

Attachment 1- SBOE Review of Differential Tuition

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The deans of the colleges of business at the three universities met with Dr. Rush to discuss differential fees. When he pressed the deans to identify their end-goal, they eventually agreed that all they really wanted was to have a portion of the tuition collected from their students to go directly to the colleges of business. This, of course, is a matter of revising internal institutional budget policy and practice, not implementing differential fees.

The institutions are requesting direction from the Board whether there is continued support for a mechanism to request differential fees by the college or universities. If the Board directs the institutions to proceed, a proposed policy would be brought for first reading at the August, 2010 meeting.

BOARD ACTION

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

Keith Ickes, UI
February 22, 2010

**State Board of Education
Review of Differential Tuition**

“Differential Tuition” refers to any tuition charge to the students of a particular group that is different than the tuition charged to other students, where the difference is based on certain factual criteria.

Tuition can be differentiated on the basis of many different criteria. For example:

Residency

Class standing

College/Major

Full-time / Part-time status

Funding source

Course Delivery Method

The tuition is differentiated via specific fees assessed on the basis of any of the previous criteria.

The following material will look at examples of differential tuition based on each of the criteria listed above. There is also a brief discussion of the various ways in which institutions allocate or budget the additional revenue these differential tuition rates bring.

Residency

For most public institutions it is common practice to differentiate tuition according to student residency. In fact, in many public institutions of higher education this is the only manner in which undergraduate tuition is differentiated. Where the state is subsidizing the costs of instruction for its residents, non-residents are expected to pay the full cost of instruction and, in probably the majority of the cases, non-residents pay substantially more than the calculated cost of instruction – from 120% to as high as 150% of calculated instruction cost. In areas where there is local tax district support for an institution (usually a community college or vo-tech school), there may be different charges for students “out-of-district” and even higher charges for students out of state.

Tuition based on residency can be differentiated in other ways as well. Non-resident tuition at CU-Boulder is \$18,120 per academic year for a full time student. However, CU-Boulder does not have a lower, pro-rated tuition level for non-residents who are less

than full time. In short, a non-resident undergraduate at CU-Boulder pays the same tuition (\$18,120) per year whether they take 1 credit hour a semester or 18 hours a semester. If the student takes more than 18 credit hours a semester, they pay an additional \$1,006 per credit hour to do so. This differentiation, no part-time tuition rate for non-residents, is based on program or, in this case, institution demand. There is so much non-resident interest in the institution that they can demand full time tuition from all non-residents – truly a market driven rate.

Miami University of Ohio, a public institution, made national news a number of years ago with their decision to charge resident students the “same” tuition as they charge non-residents. When you read further into their proposal the announced tuition for residents and non-residents would be the same amount, but then resident students would be eligible for special “scholarships” driven by state general fund support for the campus. This proposed tuition program does create the potential for Miami to charge some resident students the full non-resident tuition based on the students’ ability to pay. That is, Miami could (potentially) direct their general fund support to need-based aid for resident students rather than as a generalized subsidy for all enrolled resident students. Colorado State University employs a somewhat similar plan with respect to “unsubsidized” students in the PVM program. Based on the level of state support for the program, there are a fixed number of seats in an entering class for Colorado residents at a subsidized price. Once those seats are filled, other Colorado residents who meet the requirement for admission to the program can attend but will pay the full, unsubsidized tuition rate. This is another example of differential tuition driven by market demand.

Class Standing

Patrick Callan (National Center for Public Policy and Higher Education) references a 1996 California study/proposal that suggested a tuition plan to differentiate tuition rates by class standing, with higher tuition levels for students the higher their class standing. That is, lower tuition levels for freshmen and sophomores and higher tuition levels for juniors and seniors, with the potential that this could be further differentiated so that freshmen paid less than sophomores and juniors less than seniors. Oklahoma State University has practiced a form of such tuition differential by class standing. Their tuition is assessed on a straight per-credit-hour basis. For resident students, upper division courses were priced 6.6% higher than lower division courses; for non-residents the upper division premium was 10.7%. As another example, the College of Engineering at the University of Michigan charges higher tuition for each successive class level.

There could be several significantly different rationales for such an approach. By making the freshmen and sophomore years less expensive, the institution may be more affordable (at least initially) for more students and thus such a tuition strategy could improve student access and increase student choice for the institution. Another rationale may be based on cost. Several states have analytical models that try to determine the cost of instruction at different course levels. The Idaho SBOE has such a model at work in their EWA analysis; Texas has a complex version of this type of model,

driven by many years of cost studies. The state of Ohio also has a similar model. These models all indicate that, in general, the cost of upper division instruction is higher than that for lower division instruction – regardless of discipline. Given that fact, it might then be appropriate to charge upper division students (or students – regardless of level – who are taking upper division courses) a higher tuition rate to recognize this higher cost.

Another way to use differential tuition by class standing is as a means of phasing in significant tuition increases. Several public institutions across the country have been engaged in such a practice. They are increasing the tuition for incoming freshmen at higher levels than for continuing students – one form of differentiation by class standing. The University of Illinois has did this for several entering freshmen classes. In each case, the tuition for entering freshmen was \$1,000 higher than the tuition levels for continuing students. Normal, inflationary increases are then applied to this higher tuition level in subsequent years. Over a period of four years Illinois will move most of its students to a much higher overall level of undergraduate tuition. Obviously, this tuition differentiation is a short term plan to move overall tuition to substantially higher levels without announcing very large percentage tuition rate increases to the majority of the student population. Once that new higher tuition rate is reached, the institution may cease to differentiate by class standing. The university's decision to chose this method for raising overall tuition levels appears to be based on perceived market demand for a University of Illinois degree. In effect, you are only an 18 year old new high school graduate once and if you want to go to the University of Illinois for your degree, then you will pay whatever the going tuition rate is. Obviously, even at these higher rates, going to the U of Illinois is considerably cheaper than going to any of the private universities with which it favorably compares.

College / Major

These two criteria for differentiation can be grouped together as simple variations on a theme – differentiation by the program in which the student is enrolled. Again, there can be several very different rationales for such a tuition difference. First, state cost-of-instruction models all show different levels of cost for different academic programs. For example, the Texas model indicates that Engineering instruction costs between 1.7 to 2.7 times as much as similar level Liberal Arts instruction. However, most of the institutions that are differentiating tuition levels by program/major/college make that differentiation at levels far less than the cost differentials. For example, Engineering tuition at CU-Boulder is \$3,350 per year compared to \$2,776 for Liberal Arts students – a ratio of 1.2:1 and a long way from the 2.7:1 ratio the Texas cost model would suggest for lower division Engineering courses. The University of Missouri – Columbia does make a substantial differentiation in tuition for selected programs. Resident tuition is \$4,956 per year or about \$165.20 per credit hour for a full time (30 hours per year) student. Engineering students pay a “surcharge” of \$42.60 per credit hour – a 25.8% premium over regular tuition levels. For Journalism students the surcharge is \$30.20 per credit hour (18.3% premium) and for Allied Health courses the difference is \$41.80 per credit hour (25.3% premium).

A second rationale for differentiating tuition by program is that the starting salaries for graduates from these programs are higher (or much higher) than the starting salaries for students in say Liberal Arts majors. Based on that salary difference, a campus may determine that they can charge more (since the students are more willing to borrow funds for their education given the greater financial return) or that they should charge more (it's only fair to make those who will earn more pay more for their education). Finally, one can rationalize differential tuition by program based on demand and availability of the program. For example, Illinois at Urbana-Campaign has a very highly ranked Engineering program, particularly their electrical engineering department. As a result, student demand for the program is quite high and well beyond program capacity or even desired program capacity. Illinois has responded to this market factor by restricting access to the electrical engineering program via higher admission requirements than for other programs and by charging a higher tuition for that program. The tuition premium for Engineering at Illinois is approximately 10% (\$6,324 vs. \$5,748 for FY03). A similar rationale fits Colorado State University's "nonsubsidized" resident students in the CSU PVM program – as the second ranked PVM program in the country, students will pay the much higher price for the opportunity to attend there.

Enrollment Status (Part-time, Full-time, More-than-full-time)

Idaho public colleges and universities, like many public institutions, already differentiate tuition levels on the basis of the number of credit hours in which a student is enrolled. That is, at the University of Idaho a student taking 6 credit hours per semester pays \$192.50 per credit hour while a student taking 15 hours pays only \$96.93 per credit hour and a student taking 20 credit hours per semester is paying \$72.70 per credit hour. These differences are the result of a tuition policy that charges per credit hour rates up to 10 credit hours and then a flat rate for any hours taken beyond that level. This is a common practice at many public institutions and is designed, in part, as a financial incentive to encourage students to take a full course load (12 to 15 hours per semester). Many institutions also employ a financial dis-incentive by charging an "overload" fee to students who take more than a specified number of credits per semester – thus differentiating "overloads" from otherwise expected semester course loads.

Some institutions choose to UNdifferentiate their undergraduate tuition by charging a flat tuition rate per credit hour for each and every credit hour a student takes. Other institutions raise the level at which a flat tuition rate takes effect. That is, they increase the point at which they charge a flat tuition rate, say from 9 credit hours to 12 credit hours. Thus a student who previously paid 9 times the per credit hour charge for 12 hours of enrollment (because the student was in the "flat rate zone"), now pays 12 times the per credit hour rate for their 12 credits (a 33% increase).

Funding Source

A number of public institutions have begun to differentiate their program offerings and tuition rates by funding source. This has been true for some time in Idaho. In particular,

differential charges apply to cash funded programs compared to “General Education” programs. For example, there may be a “differential” tuition rate for resident students who enroll in a Distance MBA program. In such a program, which is cash funded, resident students may be paying two to three times the per-credit-hour rate compared to similar Gen Ed courses. Non-residents in the program may pay the same tuition as residents. Because it is a “cash funded” program, these instructional costs do not receive any state assistance. The resulting tuition level may be close to the full average cost of instruction but is also subject to market constraints (what other similar distance MBA programs are charging). It is not unusual for similar programs, leading to exactly the same degree (MBA at..., for example) to charge very different tuition rates. For example, at Colorado State University, the “Gen Ed” MBA program cost a resident student about \$6,728 to complete; the Distance MBA program would cost the same student \$16,128 to complete and the Executive MBA program would have cost that same student \$41,000 to complete. Each program, while leading to the same degree, was targeted at individuals in specific circumstances (for example, employed professionals with corporate support for the Executive MBA) and was priced according to that market and according to its competition. In Idaho the determination to offer a program as cash funded is driven in part by policies related to delivery method (media exchange vs. online vs. in classroom); by the location of the delivery and by market demand.

Delivery Method

Nationally, and in Idaho, campuses are charging differential tuition based on the method by which the course is delivered – specifically, charging more for online courses. In many instances, online courses cost more to deliver per unit of instruction. This may be due to the technology infrastructure that is needed, the professional support staff to operate the technology and the fact that faculty teaching such courses often must devote considerably more time to the course than they need to devote to in-class lectures or discussions. If there is a perception that tuition rates should at least somewhat reflect cost differences, then higher tuition for online courses may be justified. In addition, many students find certain online delivered RI courses to be more convenient and it may be possible to charge a higher tuition in exchange for that convenience.

Course Fees

Most institutions already differentiate the cost of various courses by means of course fees. These are course (and sometimes section) specific fees that are usually associated with direct, identifiable costs of taking that course. For example, a sculpture course may charge a fee for the clay used in the course (the student keeps the product they create in the course; the clay is not reused). A physical education class may charge a course fee for the use of a non-campus facility (bowling alley; ski lift) or a course with an extensive field trip may directly charge each enrolled student for the cost of the transportation. These are differential costs, but, generally, are not considered to

be differential tuition because the student directly pays for, and consumes, the material or service in question.

When differential tuition is being considered, there may be discussion as to whether course fees should be “rolled into” the differential tuition rate. In general, well constructed course fees are very “transparent” to the student – the fee is for a well defined product or service (you have access to the bin of clay; a non-university van arrives to take you on the field trip). Tuition, on the other hand, is generally “non-transparent” – the costs being covered by the tuition charges are not obvious (faculty salaries; infrastructure; support staff; etc). As long as the course fees are transparent or well constructed, then it is generally a sound strategy to continue to charge these fees as a separately identifiable assessment to the students, rather than roll them into the less transparent tuition category.

However, some course fees, such as technology assessments for particular technology infrastructure, are no more transparent than the tuition itself. What the fee is intended to cover are technology upgrades, maintenance, and replacement, all taking place over time and outside of the immediate realm of the currently enrolled students– and that is not visible or clear to students. In such cases, rolling the course fee into the differential tuition charge may well make sense and would result in no loss of transparency to the students.

Multiple Simultaneous Differentiations

Of course, an institution may employ a combination of these differentiation strategies at the same time. For example, the University of Illinois differentiated their tuition on the basis of residency, class standing, college and department – all of this within their regular “general education” programs. The University of Michigan charges differential tuition by residency, by college and also charges higher tuition for upper division students within each college. Colorado State University differentiates based on residency, class standing (lower division, upper division) for all of its colleges, then differentiates by college or program (Computer Science) and by mode of delivery.

Allocation of Revenue from Differential Tuition

Many public institutions pool all revenue sources and then allocate financial resources colleges, departments and administrative divisions based on determined levels of instruction and support that the institution wishes to provide. These allocations acknowledge, at some underlying level, the costs of instruction in various programs as well as the ability of the program to generate additional revenue. For example, many institutions provide funding for the colleges of Engineering, Natural Resources and Veterinary Medicine that is not adequate to fund the current number of faculty for a full nine months. In these programs there is the expectation that faculty can and should bring in externally funded research at a level sufficient to cover about 2 months of their nine month salary obligation. Since the faculty in these colleges can generate additional

research revenue to cover part of their salary costs, the institution does not have to fund that program at the level otherwise required for the number of faculty they employ.

A parallel argument can be made for programs that can generate higher levels of tuition revenue.

Institutions which currently differentiate their tuition by class standing or by college or major generally follow similar internal allocation approaches. That is, where there are tuition differences by college or department, that college or department benefits from the additional tuition revenue in some amount and the overall university budget may also benefit from some part of that additional tuition revenue as well – either directly or through the redistribution of institutional funds supporting the program.

Where the University of Illinois collects additional tuition revenue from the \$1,000 surcharge to entering freshmen, this additional revenue is pooled at the institution level and then distributed as part of the overall budget allocation to a college or department.

Where the tuition differential is based on a specific college or major, universities generally make some provision for the program to benefit at least in part from that extra revenue stream. For example, CU-Boulder increased the tuition for their College of Business over a period of four years. For each additional annual increment of \$300 per full time resident student, the College of Business received \$225 and the remaining \$75 was captured in the central pool of tuition dollars to meet general university needs. With the completion of the four year tuition increase plan, the institution credited the College of Business with the full \$1,200 per year per full time resident student that is the result of the differentiated tuition. At the same time, the university will reduce the proportion of general fund dollars or general tuition dollars that are allocated to the College of Business. The final arrangement will be that the College of Business will benefit in total by an amount that is equal to approximately 75% of the total additional revenue that was generated by the differential tuition program.

In addition, since the higher tuition levels in the College of Business drive higher levels of calculated financial need for Business students receiving financial aid, Business students could begin to draw higher percentages of University funded financial aid – to the detriment of other students. CU-Boulder requires the College Business to allocate part of the tuition differential that the college receives to a college-funded financial aid program. So while Business receives 75% of the differential tuition revenue, as much as 15% of that additional revenue is turned into a self-funded financial aid program. The net revenue gain to Business is closer to 63.75% of the tuition differential dollars. Furthermore, one of the justifications for the higher tuition in Business is the need to pay higher salaries for Business faculty. Over the past several years CU-Boulder has authorized general faculty salary raise levels that were higher than the central funds made available for salary raises. That is departments and colleges were permitted to reallocate part of their own funds to fully fund the allowable salary raise. The College of Business is one unit with significant salary pressures and would be permitted to use

some of “their” tuition to increase salaries – another shift of funding responsibility from the central university to the unit with its own expanded revenue source.

The University of Illinois arrives at a similar result, but in a very different manner. Illinois employs a modified version of Responsibility Centered Management budgeting. In RCM, each college and department is directly credited with the total amount of tuition they generate. So Engineering receives full credit for the higher levels of tuition they charge their students. State appropriation, on the other hand, is managed centrally to provide financial “subventions”. That is, general fund revenue is allocated to each college in accordance with the overall level of funding the institution has determined that college should or needs to have minus the tuition amounts for which they have already received credit. The academic units are also charged for the operating cost of the space they occupy as well as for central functions (registrar, accounting, etc.) The result of this approach to distributing differential tuition is that each college may become more dependent on sustaining or increasing their enrollment because of their dependence on the levels of tuition revenue they are generating. In addition, the increases to their combined General Fund and tuition revenue may not be anywhere near the level of the increases to their tuition alone.

Pro’s and Con’s to Differential Tuition

Many public institutions have avoided differential tuition by college or major because of the concern that it has the potential for financially “steering” people to make career and education choices based on affordability rather than being based on student interest, intellectual ability, or societal need. Differential tuition by program can also operationally complicate the funding and distribution of financial aid on a campus.

In addition, differential tuition by college or program can operationally complicate the administration of the undergraduate programs. Each time the university puts “pressure” on a major or college – for example by capping enrollment in the program or by setting a higher GPA level for admission to the program – students respond by finding alternative ways to accomplish the same goals. If they cannot get into art, they enroll as interior design majors (which requires a lot of art classes) and hope to eventually take enough art classes, with good grades, that they can transfer into art or at least graduate with something close to an art degree. If the institution were to put financial pressure on student enrollments in a college or major, by setting a higher tuition for that program, students will likely try to find less expensive majors where they can take courses from the more expensive program. This can cause major shifts in faculty load and create enrollment problems in the less expensive program. It also requires additional administrative oversight to mitigate these problems.

Yet another issue associated with differential tuition by major relates to the fact that colleges or majors are not fully self-contained academic entities. For example, mechanical engineering students take physics and calculus as well as speech and history and English. If you charge the higher tuition based on the student major, that makes some aspects of the process administratively simple (accounts receivable,

financial aid), but suggests that some of that additional tuition revenue should be redistributed to the other programs that are also teaching that student. On the other hand, higher tuition rates could be charged based on who teaches the course rather than according to the student's major. One could charge a higher tuition for Engineering courses because faculty salaries in Engineering and the technology requirements for the program are what increase the cost of the program. In that case, however, the basic administrative tasks become quite complicated (different charges for different courses, each course drop and add can change your tuition, financial aid is constantly changing, etc.) while the distribution of funds is much simpler (it all goes to Engineering).

Several Notes

Most of the interesting discussion and analysis of differential tuition focuses on undergraduate programs. Many graduate and professional degree programs (Law, Architecture, Medicine, Veterinary Medicine) already have well defined and much higher tuition levels to reflect the much higher costs of those programs.

Private higher education institutions ostensibly have the most flexibility to set their tuition levels as they deem appropriate, and, in particular, to set tuition levels consistent with calculated costs for specific programs. However, there appear to be few, if any, of them that make differentiations within the undergraduate programs. For example, undergraduate engineers at Cornell or Princeton pay the same tuition as do undergraduate majors in English Literature. Private institutions do, however, clearly differentiate tuition for graduate and professional programs (Law School or graduate business school).

Second, in virtually no cases where institutions charge differential tuition are there any attempts to tie that tuition differential to specific costs differences in program delivery or to different post-graduation earnings levels for the students in the program with different tuition. In many cases, the differentiation seems to be driven by “whatever the market will bear”. It is certainly true, however, that there is at least a loose relationship between the higher cost for a program and the fact that a higher tuition level is being charged. That is, no one attempts to charge higher tuition for the lower cost Liberal Arts programs.

Traditional counter arguments against the practice of differentiating tuition rates are concerned with economic equality of access to different academic programs and with the administrative complexities that can occur when a student changes majors – new tuition levels may have to be assessed and either more tuition paid or refunded; financial aid packaging may change due to the tuition change, and students may try to “game” the system by declaring one major (with lower tuition) but take classes in another, higher cost major.

Examples**CU-Boulder** Resident Tuition

Arts and Sciences (and others)	\$3,192 year	
Journalism / Music	\$3,264 year	2.3% premium
Engineering	\$3,852 year	20.7% premium
Business	\$4,764 year	49.2% premium

There are no differences in activity or technology fees charged to students in different programs

University of Illinois Resident Tuition

Base	\$5,748 year	
First Year Students	\$6,748 year	17.4% premium
Engineering, Chemistry, Life Sciences	\$6,324 year	10.0% premium
Architecture, Art, Music	\$5,948 year	3.5% premium (fresh/soph)
	\$6,148 year	7.0% premium (junior/sr)

University of Missouri – Columbia Resident Tuition

Base	\$4,956 year
Engineering Surcharge	\$42.60 per credit hour
Journalism Surcharge	\$30.20 per credit hour
Allied Health Course Fee	\$41.80 per credit hour

Oklahoma State University Resident Tuition

Lower Division Courses	\$69.80 per credit hour
Upper Division Courses	\$74.40 per credit hour

University of Georgia Resident Tuition

Base	\$2,790 year	
Landscape Architecture	\$3,390 year	21.5% premium
Journalism/Mass Comm.	Proposed	

University of Michigan

Full Year Tuition for 12-18 credit hours per term

Resident Tuition- Undergraduate Lower Division Upper Division

Architecture and Urban Planning		
Art and Design, Music, Natural Resources, Nursing, Education	\$7,708	\$8,720
Business		\$9,086
Dental Hygiene	\$7,934	\$8,952
Engineering	\$8,226	\$10,682
Kinesiology	\$8,226	\$9,466
Literature, Science & the Arts	\$7,788	\$8,800
Pharmacy		\$9,928

Non Resident Tuition – Undergraduate

Architecture and Urban Planning		
Art and Design, Music, Natural Resources, Nursing, Education	\$24,508	\$26,250
Business		\$26,718
Dental Hygiene	\$24,736	\$26,484
Engineering	\$24,736	\$27,784
Kinesiology	\$26,152	\$28,586
Literature, Science & the Arts	\$24,590	\$26,330
Pharmacy		\$26,250

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

Agreement with Ada County Highway District (ACHD) for right-of-way vacation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.B

BACKGROUND/DISCUSSION

The University has been in ongoing discussions with ACHD regarding the right-of-way for streets and alleys in the Boise State University designated expansion zone. In order to facilitate the University's development of the master plan and the continued growth of the University, it is acquiring of all of the adjoining property. As a result, there are alleys and streets which cease to function as access to the former residential parcels. ACHD has found that these streets and alleys can be vacated out of the public right-of-way and to the ownership of the University.

Historically, ACHD sells such right-of-way to the requesting party for fair market value. The University has negotiated an agreement whereby ACHD has found that granting such right-of-way to the University for continued public use for educational purposes constitutes grounds to waive the payment of fair market value for such right-of-way. To formalize this relationship, the University and ACHD entered into negotiations to produce a master agreement for such vacations.

IMPACT

The University will not have to pay for the acquired right-of-way. This gives the University the ability to develop the property to implement the master plan. In particular, the construction of the Micron Business and Economics Building, the construction of new student housing, and the development of walkways, bikeways, and vehicle routes can be built to University standards rather than to public street standards.

In return, the University agrees to grant ACHD an easement of 16 feet in width on the north side of Beacon Street for the future development of right-of-way as Beacon Street widens. By doing so, ACHD will not have to acquire right-of-way from the private property owners on the south side of Beacon. Further the University agrees to work with ACHD to supply ACHD the needed right-of-way for development around the campus, when right-of-way is proper use of such property. Further the University agrees to pay for moving the curb width of Beacon Street by three (3) feet and to accommodate and work with ACHD on future vacations of property.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

ATTACHMENTS

Attachment 1 – Proposed agreement with Ada County Highway District (ACHD) for right-of-way vacation

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This agreement is being represented as mutually beneficial in that BSU acquires the right of way without payment and ACHD conveys the right of way in consideration for an easement and certain street improvements. The consideration received by ACHD for this transaction is described in general terms the Impact statement above.

A notable additional term of the agreement is that “[i]n the event ACHD needs additional property for use as or use as public right-of-way as indentified in specific project plans for the improve of existing and future ACHD public rights-of-ways adjacent to or within University existing campus or its planned campus, then ACHD shall not have to pay any compensation for the additional property.” Staff makes the observation that this is a very broad grant of rights-of-way to ACHD, with BSU foregoing any remuneration seemingly in perpetuity.

The agreement has already been executed by the parties, and BSU is now seeking ratification by the Board.

BOARD ACTION

A motion to ratify the agreement between Boise State University and Ada County Highway District for the vacation of right-of-way.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**RIGHT-OF-WAY VACATION AND PROPERTY EXCHANGE AGREEMENT
BETWEEN
ADA COUNTY HIGHWAY DISTRICT AND BOISE STATE UNIVERSITY**

This Right-of-Way Vacation and Property Exchange Agreement ("Agreement") is made the ____ day of April, 2010 by and between the Ada County Highway District, a body politic and corporate in the State of Idaho ("ACHD"), and Boise State University, a state institution of higher education and a body politic and corporate in the State of Idaho ("UNIVERSITY").

RECITALS

A. ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County. ACHD holds right-of-way in trust for the public.

B. UNIVERSITY is a state institution of higher education and a public entity.

C. Part of UNIVERSITY's campus consists or will consist of property owned or managed, or to be owned or managed, by UNIVERSITY within the boundaries defined by Beacon Street, Denver Avenue, Oakland Avenue, and University Drive (the "University Expansion Area").

D. The University Expansion Area consists, in part, of certain parcels of property located adjacent to the public right-of-way held by ACHD.

E. Idaho Code § 67-2332 expressly authorizes ACHD and UNIVERSITY to enter into agreements to perform services, activities, or undertakings that each party is authorized to perform within their respective statutory powers, rights, objectives and responsibilities.

F. UNIVERSITY desires to vacate certain public right-of-way within the University Expansion Area. In exchange, UNIVERSITY is willing to provide ACHD with certain rights-of-way and improvements for ACHD's future road projects as further set forth in this Agreement.

G. Idaho Code § 67-2322 provides that highway districts have the power to convey or transfer real property to the state of Idaho, and that such conveyance or transfer may be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the highway district.

H. ACHD believes that it is in the public's best interest to consider whether certain public right-of-way within the University Expansion Area should be vacated by ACHD pursuant to Idaho Code § 40-203 and transferred to UNIVERSITY without cost or fees pursuant to Idaho Code § 67-2322, but in exchange for other consideration as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually undertake, promise, and agree as follows:

Article 1

Terms of Agreement to Vacate Property

1.01 ACHD shall accept and process UNIVERSITY's requests that ACHD vacate certain public rights-of-way within the boundaries of the University Expansion Area. UNIVERSITY, in consultation with ACHD staff, shall be permitted to submit, and ACHD shall accept and process, an application for each grouping or segment of public rights-of-way to be vacated. Pursuant to Idaho Code §67-2322, transfers of property between local units of government to other governmental bodies including the state of Idaho may be made with or without consideration, therefore, an appraisal of the subject public rights-of-way shall not be required with any such applications. ACHD agrees to implement a procedure that meets the requirements of all applicable laws in order to vacate such property, including the publication of notice of such applications. Nothing herein shall relieve ACHD of its obligation to follow any procedures or processes required by law. ACHD shall waive any and all costs and fees associated with such application and/or vacation, except the actual costs for postage and publication of notices required for each application

1.02 UNIVERSITY shall dedicate for ACHD's use certain easements on property owned by UNIVERSITY for use as a public right-of-way, including a bike lane and pedestrian access, and agrees to make improvements to and within such easements.

1.03 This Agreement does not and shall not abdicate or otherwise alter or amend the statutory requirements for the vacation of public right-of-way under Idaho Code § 40-203. Any vacation of public right-of-way shall occur only upon a finding by the ACHD Commission, at a public hearing, that the vacation is in the public's best interest.

1.04 The following terms shall be incorporated into each request by UNIVERSITY for vacation:

- a) UNIVERSITY shall dedicate and convey to ACHD a 16 foot-wide public right-of-way easement along the north side of Beacon Street between Oakland Avenue and Denver Avenue. Such dedication and conveyance shall be made at no cost and without any fee to ACHD. Such easement shall be made pursuant to a form prepared by and acceptable to ACHD.
- b) UNIVERSITY shall construct street improvements on Beacon Street to include relocating the existing attached concrete sidewalk and landscaping the buffer area. The sidewalk shall be located approximately 17 feet north of the existing curb line. UNIVERSITY shall also widen Beacon Street between Oakland Avenue and Denver Avenue (to the north) to accommodate bicycle lanes on both sides of the roadway (with re-striping). The widening shall be based on the Multi-Lane

Residential Neighborhood Arterial street section and will require the street to be widened approximately 3 feet to the north. UNIVERSITY shall also widen and dedicate right-of-way for a future left turn lane at South Denver Avenue, and provide a future pedestrian signal on Beacon Street at or near Manitou Avenue or Euclid Avenue as determined at a future date by ACHD as mutually agreed or a demonstrated need by future BSU development applications. UNIVERSITY shall complete the improvements no later than July 29, 2011.

- c) In the event ACHD needs additional property as ACHD may request for use as public right-of-way as identified in specific project plans for the improvement of existing and future ACHD public rights-of-way adjacent to or within UNIVERSITY existing campus or its planned campus, then ACHD shall not have to pay any compensation for the additional property.
- d) The vacated rights-of-way shall be subject to a 20 foot-wide non-exclusive storm drain discharge and emergency maintenance easement over the existing ACHD storm drain facilities; provided that such may be relocated as provided for herein. ACHD shall retain the right to discharge through these systems. UNIVERSITY shall provide ACHD with an opportunity to review and approve any and all alterations or modifications to all such existing and future storm drainage facilities. UNIVERSITY shall assume and/or retain all responsibility for the relocation, maintenance and good working order of all such existing and future public facilities, including storm drainage facilities in accordance with all applicable federal, state, and local regulations.
- e) As UNIVERSITY develops its existing campus and its planned campus pursuant to its Master Plan, UNIVERSITY shall ensure that all improvements made to and within the public right-of-way are in accordance with all applicable federal, state and local laws, rules and regulations including ACHD standards and specifications.
- f) UNIVERSITY will make no request or proposal for modification of University Drive and/or Lincoln Avenue or make additional application to vacate additional public rights-of-way until such time as UNIVERSITY has developed a Master Circulation Plan for its existing campus and its planned campus and such plan has been approved by ACHD. This comprehensive circulation plan shall include pedestrians, bikes, vehicles and transit and will require review and approval by ACHD and Boise City.
- g) UNIVERSITY will provide a comprehensive circulation plan to be reviewed and approved by ACHD and Boise City prior to additional vacation applications in order to have a clear vision for the future plans of the UNIVERSITY Campus and the impacts to the public streets.

- h) UNIVERSITY shall reimburse ACHD for its actual costs for postage and publication of notices required for each application.
- i) This Agreement shall apply to all future vacations of right-of-way of ACHD property within or adjacent to the UNIVERSITY campus.

1.05 Neither UNIVERSITY nor ACHD has committed, or shall commit, any act or omission which would give rise to any lien, charge or encumbrance for which payment has not been made, secured or otherwise provided for and which might otherwise result in the imposition of a mechanic's lien or similar lien against the property at issue herein.

Article 2

UNIVERSITY's Obligations, Representations, and Warranties

2.01 With respect to public rights-of-way vacated pursuant to this Agreement and the applicable statutory processes, UNIVERSITY, following such vacation, shall assume ownership, control of, and all legal responsibility for the safety, maintenance, improvement, and development of any such property.

2.02 UNIVERSITY shall identify the location of all existing (to the extent known) and proposed underground public utilities within the UNIVERSITY Campus and public rights-of-way adjacent to the UNIVERSITY Campus. With respect to such underground public utilities, UNIVERSITY shall continue to partner with Digline, or its successor or replacement organization, and shall comply with all ACHD standards and requirements concerning the placement of such public underground utilities.

2.03 For all such underground public utilities, the vacated rights-of-way shall be subject to a non-exclusive utility easement over the existing utility.

2.04 Any application to vacate a public right-of-way under this Agreement shall not impair any existing public utility easements. If any public utility facilities must be relocated as a result of UNIVERSITY's development of the UNIVERSITY Campus, UNIVERSITY, as between UNIVERSITY and ACHD, shall assume the responsibility for such relocation.

Article 3

ACHD's Obligations, Representations and Warranties

3.01 ACHD shall submit an invoice to UNIVERSITY for the actual cost of postage and publication of notices required in connection with the summary applications for vacation. ACHD shall waive any other fees or charges associated with the summary applications.

3.02 Notwithstanding this Agreement, the Commission retains the sole authority and discretion to determine if it shall vacate any public right-of-way within the boundaries of the UNIVERSITY Campus. In deciding if it will vacate any such public right-of-way, the Commission, in addition to factors set forth in Idaho law and ACHD Ordinance No. 206, may take

into account additional factors such as the effective and efficient maintenance of adjacent and connecting public rights-of-way and the convenience of the traveling public. In addition, an application may not be approved if it would result in landlocking or otherwise impairing the ability of any third-party to access a public road.

3.03 Upon the Commission's vacation of any public right-of-way within the boundaries of the UNIVERSITY Campus, ACHD shall convey the subject property to UNIVERSITY by quitclaim deed.

3.04 For all underground public utilities, the vacated rights-of-way shall be subject to a non-exclusive utility easement over the existing utility.

Article 4

Storm Water Drainage Facilities

4.01 The parties acknowledge that they are co-permittees to a National Pollutant Discharge Elimination System ("NPDES") permit that obligates them, and the other co-permittees, to implement Best Management Practices and operation and maintenance criteria for the operation, management and maintenance of the storm water system. The parties further acknowledge that certain existing and future storm water drainage facilities under the control of ACHD, including those located within ACHD owned public rights-of-way within the boundaries of the UNIVERSITY campus drain, or will drain, to and through certain existing and future storm water drainage facilities under the control of UNIVERSITY and located on the UNIVERSITY Campus. This situation requires the continued cooperation between the parties.

4.02 Each party shall be responsible for the maintenance and repair, at its expense, of the storm drain facilities under its ownership and control. To the extent that a party determines that a portion of the storm drainage facilities under its ownership and control must be re-routed for its convenience, such party shall coordinate such plans with the other party shall be responsible for the cost of such re-routing.

4.03 To the extent that ACHD vacates any public right-of-way pursuant to this Agreement, and said public right-of-way includes ACHD drainage facilities, such facilities shall become UNIVERSITY drainage facilities and UNIVERSITY shall be responsible for the maintenance and repair of such facilities as of the Vacation Date. The vacated rights-of-way shall be subject to a 20 foot wide non-exclusive storm drain discharge and emergency maintenance easement over the existing ACHD storm drain facilities; provided that such may be relocated as provided for herein. ACHD shall retain the right to discharge through these systems.

4.04 Neither party shall alter or modify any or all of their respective storm drainage facilities so as to adversely impact, diminish, or impede the transfer and flow of storm water from, to, or through the drainage facilities of the other. In the event that either party desires or elects to alter or modify any or all of its drainage facilities, such party shall provide the other party with an opportunity to review and approve the proposed alterations or modifications, which approval shall be required and may not be unreasonably withheld as long as the current flow and/or flow rate of

the system is maintained. The altering party shall be responsible for the cost of such alterations or modifications.

4.05 The parties shall cooperate on improvements or upgrades to the storm drainage facilities and, upon mutual agreement, share the expense on a pro rata basis based on calculated flows of the cost of such improvements.

Article 5 General Provisions

5.01 Purposes and Powers/Incorporation of Recitals. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above are incorporated into the body of this Agreement.

5.02 Governing Law and Dispute Resolution. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any disputes that arise from this Agreement shall be referred to the appropriate staff members of each of the parties for resolution. If the staff cannot resolve the dispute, then the dispute shall be referred to the ACHD Director and the President of the UNIVERSITY for resolution. If the ACHD Director and the President of the UNIVERSITY cannot resolve the dispute, then the dispute shall be referred to the ACHD Commissioner then serving as President of ACHD and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute, and shall share the cost of said mediator. If and only if all of the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation to resolve a dispute that arises from this Agreement.

In any such suit, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and costs. The prevailing party will be that party who was awarded a 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.

5.03 Term and Termination. It is the intent of the parties that this Agreement constitutes a long-term commitment of mutual use and cooperation. Nevertheless, this Agreement shall only continue in effect until written notice is provided to the other party of a party's intent to terminate this Agreement, provided, however, that (a) notice of termination shall be given at least one (1) year in advance of the termination date, and (b) UNIVERSITY shall continue to fulfill its obligations as set forth in Article 1 above, except as otherwise agreed in writing by ACHD.

5.04 Assignment. Neither party shall have the right to assign or transfer their interest in this Agreement without the prior written consent of the other. Any purported assignment or transfer in violation of this paragraph shall be null and void and of no effect and further and shall be a violation of this Agreement.

5.05 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

5.06 Applicable Law and Parties Bound. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Section 5.04 hereof, their respective successors and permitted assigns.

5.07 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

5.08 Limitations on Liability. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

5.09 Further Assurances. Each party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the others to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

5.10 Amendments. All amendments and/or supplements to this Agreement must be in writing and executed by each party hereto. However, such amendments and/or supplements may be executed in counterparts, all of which shall be deemed to constitute one document.

5.11 Entire Agreement. The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this paragraph and all of the agreements of the parties. The parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Agreement shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Agreement.

5.12 No Recording. Neither party may record this Agreement or any memorandum or short form hereof without the written consent of the other.

5.13 Constitutional Debt Limitation. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.

5.14 Adoption by Governing Body. Each party represents to the other that the provisions of this Agreement shall be approved, adopted and/or ratified by the governing body of each of the respective parties pursuant to a resolution or a finding of fact or other appropriate means pursuant to Idaho Code § 67-2322 finding that the conveyance and transfers herein are appropriate to be made without payment because they are in the best interest of the public.

IN WITNESS WHEREOF, UNIVERSITY and ACHD execute this Agreement hereto on the date(s) set forth below. Notwithstanding the parties' execution of this Agreement, this Agreement shall not be effective until duly authorized by the governing body of each of the parties pursuant to a resolution or finding of fact or other appropriate means pursuant to Idaho Code § 67-2322 as set forth in Section 5.14 above.

BOISE STATE UNIVERSITY

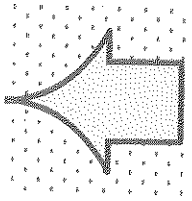
By: Stacy Pearson
 Stacy Pearson
 Vice President, Finance and Administration

Date: 5-10-10

ADA COUNTY HIGHWAY DISTRICT

By: William J. Schweitzer
 William J. Schweitzer
 Director

Date: April 21, 2010



BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

Geothermal Agreement with City of Boise

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I and V.N

BACKGROUND/DISCUSSION

Boise State University and the City of Boise have negotiated a contract for the extension of the geothermal water to the University campus to heat certain campus buildings.

The University desires the extension of the Geothermal water as a heat source for buildings for the cost savings and sustainability aspects of such an energy source. The University and the City were co-applicants on a grant for renewable energy purposes. The grant award through the Department of Housing and Urban Development and the Department of Energy have made possible the University's project to bring over 31 million gallons of geothermal water to heat six (6) buildings on the campus. Both City and University will provide matching funds for the \$2.1 million grant. The City is agreeing to fund an additional \$388,000 worth of improvements to extend the geothermal system and the University will expend \$625,000 under the agreement. Due to the University's investment, it will receive a long term 20% discount (as an interruptible customer), and a short term additional 32% discount for a seven year period to recoup all capital expenditures, on the normal rates charged by the City for geothermal water. The University will include provision for backup heating units in all buildings to be used should geothermal flow ever be interrupted or if the price for natural gas heating becomes lower than geothermal.

In exchange, the University will agree to purchase the geothermal water from the City at the discounted rate and allow the City an easement for the purposes of ongoing maintenance repair of the geothermal system as it extends across the University campus.

IMPACT

The University expects to make the geothermal water a long-term sustainable source for heating buildings on the campus. The partnership with the City also represents investment in renewing the geothermal distribution system as part of a larger University/City relationship.

ATTACHMENTS

Attachment 1 – Proposed Geothermal Service Agreement

Page 3

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

STAFF COMMENTS AND RECOMMENDATIONS

This agreement between BSU and the City of Boise is the fruition of several years worth of work to extend geothermal service south of the Boise River and onto the campus. The University will realize significant energy costs savings as a result of its ability to tap into the geothermal system. BSU has been planning for this capability by constructing its newer buildings to be able to accept geothermal heat, starting with the Interactive Learning Center.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to enter into a Geothermal Services Agreement with the City of Boise as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

GEOTHERMAL SERVICE AGREEMENT

THIS AGREEMENT made this 6th day of April, 2010, by and between the CITY OF BOISE CITY, a municipal corporation, by and through its Mayor and City Council, hereafter called CITY, and BOISE STATE UNIVERSITY, a non-profit educational institution organized under the laws of Idaho, hereafter called BSU.

WHEREAS, it is the declared policy of CITY to develop and maintain a geothermal distribution system, and to sell geothermal resources to customers for heating and other uses; and

WHEREAS, CITY has established rules, regulations and conditions governing the provision of geothermal service to customers; and

WHEREAS, it is the policy of CITY to extend geothermal service to facilities not now served by the geothermal distribution system, subject to the owner of property in such areas being bound by and complying with all geothermal ordinances, and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, BSU and CITY have jointly obtained federal funding to extend geothermal service to the BSU campus, connect six buildings to the geothermal distribution system, and retrofit those six buildings to use geothermal water for heating, hereafter called the PROJECT; and

WHEREAS the federal funding is in the form of two grants to CITY from the Department of Housing and Urban Development (HUD) and the Department of Energy (DOE), and BSU is a sub-grantee of CITY under the DOE grant; and

WHEREAS, the HUD and DOE grant agreements document how BSU and CITY will be sharing the cost of the PROJECT, including the local share of the project (as defined below) required to match the DOE funds; and

WHEREAS, upon initiation of geothermal service to BSU, BSU has agreed to become an interruptible service customer (as defined below) of CITY; and

WHEREAS, BSU and CITY desire to enter into an Agreement to define terms for the provision of geothermal service, and to establish rates and future costs associated with the provision of geothermal service, by CITY to BSU.

NOW, THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

A. GEOTHERMAL EXTENSION PROJECT

BSU and CITY have agreed to provide geothermal service to six buildings located on the BSU campus as described and shown on Exhibit 1, attached hereto and incorporated herein by reference, also called the PROJECT. Each building will be retrofitted to receive

geothermal water as its primary heating source. Each building will also possess an alternative non-geothermal heating source.

B. LOCAL SHARE OF PROJECT FUNDING

It is anticipated that the direct "out of pocket" costs for the PROJECT to BSU and CITY will be approximately \$625,000 for BSU and \$388,000 for CITY.

C. CONSTRUCTION OF FACILITIES

BSU shall be responsible for construction of the building retrofits necessary to make geothermal service each building's primary heating source, including but not limited to the installation of all pipelines internal to the building. Except as provided in Section F, CASCADED USE OF WATER, CITY shall be responsible for construction of the geothermal distribution system external to each building.

D. DELIVERY OF WATER AND SERVICE LIMITATIONS

Except in situations as outlined in this section, CITY will provide up to 31.3 million gallons annually (October 1 through September 30) of geothermal supply water once service is initiated. CITY and BSU agree to review the historical geothermal usage by BSU after two years of geothermal usage pursuant to this Agreement, and the amount of geothermal supply water agreed to by this section may be adjusted to reflect the actual geothermal supply water demand of BSU based upon two heating years' usage. Both parties, however, must consent to such adjustment, which consent shall not be unreasonably withheld.

BSU has agreed to maintain an alternative non-geothermal heating system in each of the BSU buildings to be served by this Agreement. BSU agrees that it shall be deemed an interruptible service customer of CITY's geothermal distribution system, which shall provide CITY with the right to restrict or interrupt any or all of the geothermal supply water permitted under this section due to aquifer concerns, legal actions, permit limitations or other reasons as necessary to properly operate CITY geothermal distribution system. Except in the event of an emergency, CITY shall provide BSU with reasonable notice prior to restricting or interrupting geothermal service to BSU.

Both parties to this Agreement understand and agree that it is difficult if not impossible to determine the amount or temperature of the water that can be pumped from the geothermal aquifer in perpetuity. CITY's rights to use water from the aquifer are also subject to limitation and other regulation by the Idaho Department of Water Resources (IDWR). Current information indicates, with reasonable certainty, that the aquifer should have the capability of providing the estimated 31.3 million gallons annually agreed to by this section. CITY expects to have sufficient authorization from IDWR to meet BSU's needs. CITY, however, shall not assume any liability, direct or implied, for any BSU damages or injuries incurred as a result of the loss of the geothermal reservoir or temperature or service interruption, operational actions authorized by Boise City Code or as otherwise required by law. BSU is solely responsible for determining whether or not to utilize its backup heating

systems and CITY assumes no liability for such decision. Notwithstanding the foregoing, CITY agrees to use all reasonable efforts to maintain, preserve and protect the geothermal aquifer, delivery system, and rights to use the water as regulated by the IDWR.

In addition, CITY shall in no way warrant or guarantee the chemical quality, temperature or pressure of the geothermal water delivered to users, nor assume any liability, direct or implied, for corrosion, scaling or similar physical degradation of user service lines or private equipment utilized by BSU.

E. RATES, REIMBURSEMENT AND CREDITS TO BSU

Geothermal water rates, excluding non-metered cascaded water (See Section F, CASCADED USE OF WATER), shall be based on the provisions contained in CITY's Geothermal Ordinance. These rates may be modified from time to time in accordance with the Ordinance provisions.

In recognition of the fact that BSU has agreed to become an interruptible customer of CITY and has the option to use natural gas at the large volume discounted rate, CITY and BSU agree that BSU will receive, throughout the duration of this Agreement, a twenty percent (20%) discount from the geothermal rates established pursuant to CITY's Geothermal Ordinance. In addition, in recognition of BSU's contribution of its portion of the local share funding for the PROJECT, during the first eighty-four (84) months of service (not including months during which service has been interrupted), BSU will receive an additional thirty-two percent (32%) discount from the geothermal rates established pursuant to CITY's Geothermal Ordinance. The additional thirty-two percent (32%) discount shall apply only to the geothermal usage of the six buildings identified in Exhibit 1 hereto. To the extent that CITY provides geothermal service for additional BSU buildings in the future, the service for those buildings may utilize different negotiated rates.

F. CASCADED USE OF WATER

For the purposes of this Agreement, cascaded use of geothermal water is defined as BSU using the geothermal collection water from a BSU building receiving CITY geothermal service for heating one or more additional buildings/facilities prior to this water being returned to CITY geothermal collection system. There will be no additional charge to BSU for using the cascaded water if the piping (both internal and external) connecting these additional buildings/facilities is owned and maintained by BSU. If BSU desires for this piping connecting the additional buildings to be owned and maintained by CITY, BSU will be charged for the additional heat removed on a BTU basis in accordance with the collection service therm rates established by the City Council with the same reductions (20% and 32% for 84 months) outlined in Section E, RATES, REIMBURSEMENT AND CREDITS TO BSU. A BTU meter for measurement of the cascaded water shall be installed on the piping connecting the buildings/facilities. It is understood that BSU may desire to serve at least one of the first six buildings, the Mathematics and Geosciences Building, as a cascaded use.

Cascaded use shall not be considered re-metering or sub-metering as described in Section Q, SOLE USE OF SERVICE.

G. OWNERSHIP AND OPERATION OF FACILITIES

The components of the geothermal distribution system located within the BSU buildings shall be owned and maintained by BSU, except for CITY-furnished meters. BSU agrees to operate the geothermal distribution system upon and within BSU buildings in compliance with all applicable City Ordinances. Except as provided in Section F, CASCADED USE OF WATER, the components of the geothermal distribution system located external to the BSU buildings shall be owned, operated, and maintained by CITY. CITY shall own, operate, maintain, and read the meters within the BSU buildings, and BSU shall grant CITY perpetual access to the meter during normal business hours.

BSU shall grant easements to CITY in a mutually agreeable location for the installation and maintenance of the geothermal distribution system located on the BSU campus. The easements granted for the geothermal distribution system will have similar language to the attached sample easement, included herewith as Exhibit 2.

H. COMPLIANCE WITH LAWS

In designing, constructing, and installing the geothermal distribution system within the BSU buildings, BSU at its sole expense shall comply with all laws, orders, and regulations of federal, state and municipal authorities, and shall obtain all licenses and permits which are required for the performance of its obligations under this Agreement. In designing, constructing, and installing the geothermal distribution system external to the BSU buildings, CITY at its sole expense shall comply with all laws, orders, and regulations of federal, state and municipal authorities, and shall obtain all licenses and permits which are required for the performance of its obligations under this Agreement.

I. INDEMNITY BY BSU

Subject to the limits of liability specified in the Idaho Tort Claims Act, BSU shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions or judgments for damages or injuries to persons or property or losses and expenses caused by BSU, its servants, agents, employees, and independent contractors or any other person, firm, partnership, company, corporation or association hired, retained or employed by BSU to perform or to do any act or thing herein required of BSU.

J. INDEMNITY BY CITY

Subject to the limits of liability specified in the Idaho Tort Claims Act, CITY shall indemnify and save and hold harmless BSU from and for any and all losses, claims, actions or judgments for damages or injuries to persons or property or losses and expenses caused by or

incurred by CITY, its servants, agents, employees and independent contractors or any other person, firm, partnership, company, corporation or association hired, retained or employed by CITY to perform or to do any act or thing herein required of CITY.

K. APPROPRIATION BY LEGISLATURE REQUIRED

BSU is a government entity and the Agreement shall in no way or manner be construed so as to bind or obligate BSU or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. BSU reserves the right to terminate the Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for BSU to continue such payments, or if the Executive Branch mandates any cuts or holdbacks in spending. Upon such change in appropriations, all affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to CITY.

L. ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the full, complete, and entire agreement between CITY and BSU, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless it is made in writing signed by the authorized representatives of the parties.

M. NO ASSIGNMENT

No party to this Agreement shall assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of all parties, which consent shall not be unreasonably withheld.

N. BINDING ON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

O. FORCE MAJEURE OR AGENCY ACTION

No party will be liable for failure to perform any duty under this Agreement where such failure is caused by fire, flood or other natural disaster. No party shall be liable for any failure to perform resulting from an order of any court or state or federal agency.

P. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho.

Q. SOLE USE OF SERVICE

Geothermal service supplied to BSU is solely for use in the BSU buildings described in this Agreement and shall not be re-metered or sub-metered for sale to others, nor shall the geothermal water be piped beyond the confines of BSU's campus for use at other locations, without first obtaining written permission from CITY, which shall not be unreasonably conditioned, delayed or withheld.

END OF AGREEMENT

IN WITNESS WHEREOF, BSU and CITY execute this Agreement hereto on the date(s) set forth below. Notwithstanding the Parties' execution of this Agreement, this Agreement shall not be effective until duly authorized by the State Board of Education and the City of Boise City Council.

BOISE STATE UNIVERSITY

By: Stacy Pearson
 Stacy Pearson
 Vice President, Finance and Administration

Date: 5-7-10

CITY OF BOISE CITY

By: David H. Bieter
 David H. Bieter
 Mayor

Date: 4/6/10

SO AUTHORIZED:**IDAHO STATE BOARD OF EDUCATION**

By: _____
 [NAME]
 [TITLE]

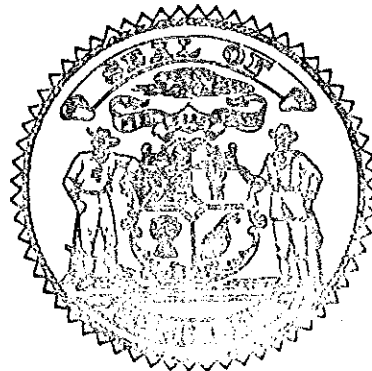
Date: _____

ATTEST:**CITY CLERK**

By: John E. Faw
 John E. Faw
 Clerk

Date: 4/6/10

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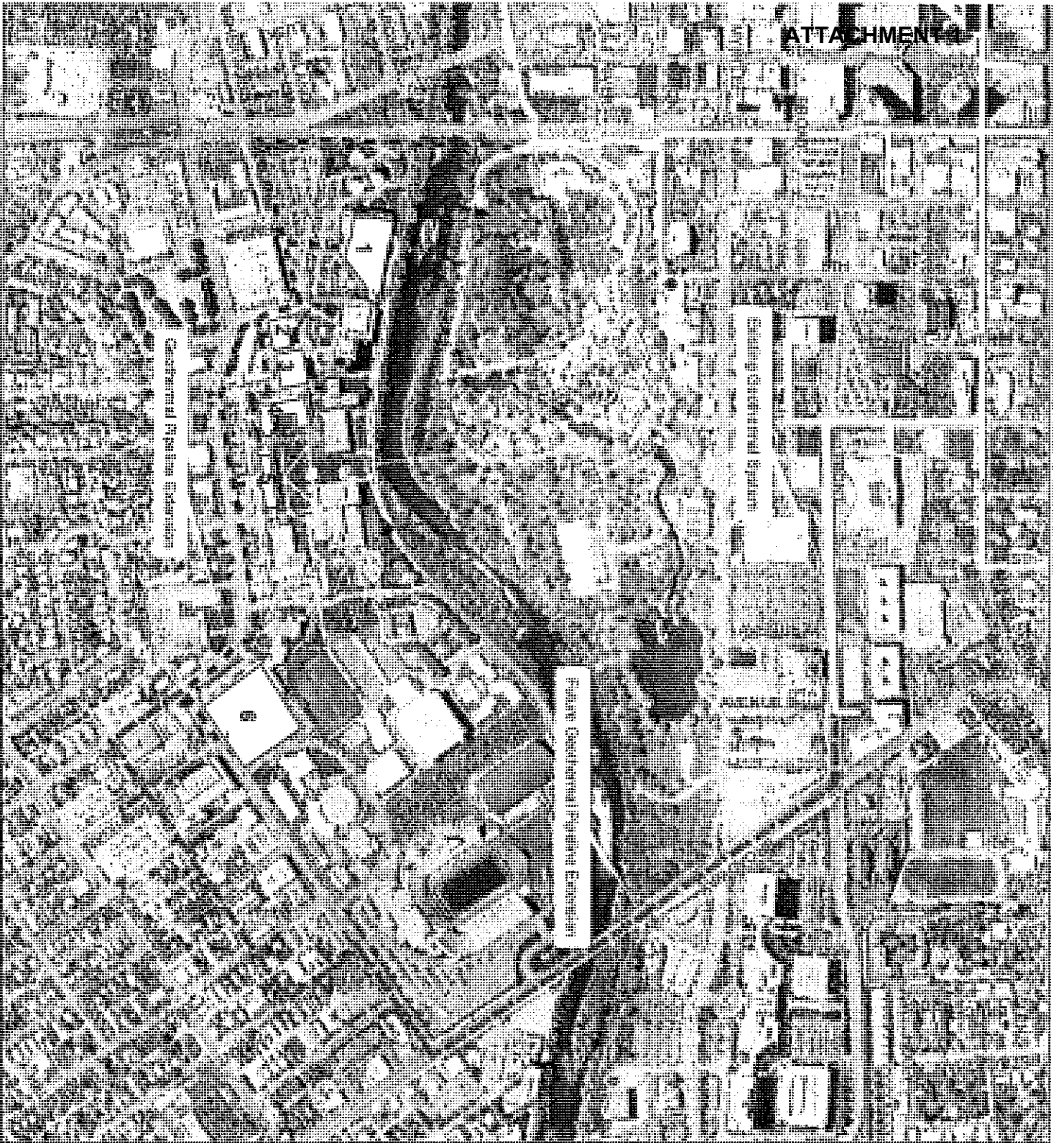
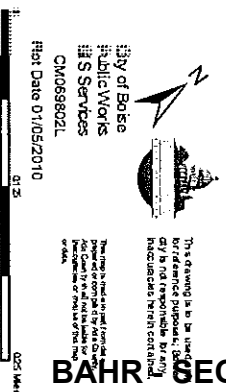


Exhibit 1

BSU Buildings to be Served by Geothermal

1. Recreation Center
2. AP/CPB Multipurpose Classroom Building 63,226 GSF
3. MLC Interactive, Teaching, & Learning Center 69,021 GSF
4. MAGE Mathematics and Geosciences 59,000 GSF
5. ADMIN Administration 39,000 GSF
6. STUN (Addition) Student Union Building 66,000 GSF



This drawing is to be used for reference purposes only. It is not to be used for construction or other purposes without the approval of the City of Boise. The City of Boise is not responsible for any errors or omissions in this drawing. The City of Boise is not responsible for any damages or losses resulting from the use of this drawing.

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between Idaho State Board of Education (hereinafter referred to as "Grantor"), and the City of Boise, a municipal corporation (hereinafter referred to as "Grantee").

Recitals

WHEREAS, Grantor owns certain real property, commonly referred to as Boise State University campus.

WHEREAS, Grantee seeks a permanent easement and right-of-way through and within the Boise State University campus, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such geothermal mains and lines.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a permanent easement for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such geothermal mains and lines.

The perpetual easement and right-of-way hereby given and granted for maintaining, repairing and operating geothermal lines and mains is described in general language and exhibits as follows:

EXHIBIT 'A'

**A PERMANENT EASEMENT FOR THE INSTALLATION
AND MAINTENANCE OF A GEOTHERMAL WATERLINE SERVICE**

"Insert Easement Legal Description"

(See Exhibit 'A', easement sketch)

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose

to go upon, across and recross and to use the said easement premises in a manner consistent with the commercial nature of the property.

3. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the geothermal lines and/or allied facilities located on the above-described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.

4. Indemnity.

Grantee does hereby agree to indemnify, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents.

5. Recitals.

The recitals set forth above are hereby incorporated by this reference.

6. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

7. Attorney Fees.

If any action or attorney's services are required to enforce any of the terms or conditions of this Agreement, it is agreed by the parties that the successful party in such action shall be entitled to receive its costs and expenses incurred, including reasonable attorney's, accountant's, and expert's fees, whether such action be prosecuted to judgment or not.

8. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

9. Recording.

Grantee shall, at its expense, record this Easement Agreement in the records of Ada County, Idaho, and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this ____ day
of _____, 2010.

GRANTOR:

BOISE STATE UNIVERSITY

BY: _____
Stacy Pearson, Vice President
Finance and Administration

SO AUTHORIZED:

IDAHO STATE BOARD OF EDUCATION

BY: _____
NAME, TITLE

ATTEST:

By _____

GRANTEE:

CITY OF BOISE

By _____
David H. Bieter, Mayor

ATTEST:

By _____
Jef Faw, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

ON THIS ____ day of _____, in the year 2010, before me,
_____, a notary public in and for said state, personally appeared David
H. Bieter, known or identified to me to be the Mayor of the City of Boise City, the
municipal corporation that executed the within instrument on behalf of said municipal
corporation, 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.

My Notary Commission Expires _____.

My Notary Bond Expires _____, 20____.

Notary Public for Idaho

Residing at _____, Idaho

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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

Purchasing policy for Boise State University

REFERENCE

February 2009	Boise State University Annual Report, discussion of need for delegated purchasing authority
February 2010	Boise State University Annual Report, discussion of need for delegated purchasing authority

APPLICABLE STATUTE, RULE, OR POLICY

H 688 (2010) amending Section 67-5716 and Section 67-5728, Idaho Code

BACKGROUND/DISCUSSION

Although this was a challenging year for higher education in terms of legislative budget cuts, there were significant measures passed which will provide much-needed flexibility to internal operations for institutions of higher education.

House Bill 688 will simplify the purchasing process for Boise State University by eliminating the State Department of Administration from oversight of its purchases, except in the case of statewide contracts. The bill allows for independence for an institution of higher education upon approval by the State Board of Education of purchasing policies and procedures that are substantially consistent with Title 67, Chapter 57 of Idaho Code. The law has a three-year sunset clause unless action is taken by the Legislature to make the change permanent.

Historically, all purchases over \$75,000 and all sole source determinations over \$5,000 routed through the State Department of Administration's Division of Purchasing (DOP). The University was required to follow all DOP procedures.

In 2009, Boise State University's purchasing department processed over \$62 million in transactions. The department is overseen by an experienced director with over 25 years of procurement experience. The director and staff participate in training and professional development to stay current in procurement best practices and to improve their individual knowledge base. University purchasing staff is familiar with campus departments and the specialized terminology associated with procurement of university-related items, and typically has a relationship with the requesting person and understands the department's needs. They are in the proper position to determine process and oversee procurements.

Attachment 1 represents the new proposed purchasing policy. This proposed policy was developed via a process of carefully considering the provisions set forth in HB 688, a review of the current University of Idaho procurement policy

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

and with input from Board staff and the other institutions of higher education. In addition, Boise State staff is working with the Division of Purchasing on transitional issues as defined in Attachment 2.

IMPACT

H 688 clears the way for Boise State to accept the authority and responsibility for all purchasing. The opportunity eliminates the current structure that places our experienced purchasing department between the end-user and the State Department of Purchasing. It will eliminate the duplication of effort and time spent interpreting between the two departments and passing information back and forth, freeing up time for end-user support and vendor interaction. In addition, the State Department of Purchasing will be freed up to address issues for other agencies that lack full-service purchasing infrastructures.

The University's purchasing department will continue to provide oversight to ensure that the requirements of the applicable State of Idaho code sections are met and that benefits are derived from leveraging purchasing power. The University will continue to follow State Board of Education policies with respect to obtaining contract approval from the Board.

ATTACHMENTS

Attachment 1 – Proposed Policy

Page 5

Attachment 2 – Letter from Administrator of Division of Purchasing

Page 13

STAFF COMMENTS AND RECOMMENDATIONS

BSU, in consultation with ISU, LCSC and EITC, drafted a model purchasing policy for Board approval pursuant to the requirements of H 688. The model purchasing policy was also shared either the State Division of Purchasing for their review and comment.

While the model purchasing policy is substantially consistent with State purchasing laws and procedures, a highlight of some notable variances follows:

1. The policy omits a requirement for all purchases exceeding \$600 to be documented in writing.
2. Under Section V.A. the exemptions from bidding dollar amount was increased from \$5,000 to \$10,000.
3. Under Section V.C. an exemption from bidding was added for medical director and medical professional services.

The last paragraph in Section I stipulates that any changes to the policy must be submitted in writing to the Executive Director and may require Board approval. In additions, any substantive changes must have the concurrence of all affected institutions.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

In Section V.D., the last bullet provides that the institutions may collaborate on bulk contract purchasing of goods or services where no Statewide Contract exists.

Staff recommends approval.

BOARD ACTION

A motion to approve the model purchasing policy as submitted in Attachment 1 and to find it substantially consistent with Title 67, Chapter 57 Idaho Code.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the request by Boise State University to implement and utilize the model purchasing policy effective July 1, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Model Policy on Purchasing
Effective Date:

Revised:

Purpose:

To establish policies and procedures governing purchases made with University funds.

Additional Authority:

Idaho State Board of Education Governing Policies and Procedures Section

I.E.2.a

Idaho Code 59-1026

Idaho Code 67-5718(3)

Scope:

Applies to all purchases made with University funds.

Responsible Party:

University Purchasing Director

POLICY

I. Policy Statement

Procurement (purchasing) will be overseen by the Vice President of Finance and Administration. Daily operations have been delegated to the University Purchasing Director (UPD) and will be and conducted in strict adherence with applicable federal and state laws and regulations and applicable State Board of Education and University policies. (UI 60.02.B)

Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of product or service to be provided. Purchases shall support the goals of cost efficiency and product/service quality, and these objectives shall be given consideration in the purchasing process. (67-5715) (67-5717) (UI 60.02B-1, B-3)

Purchasing activities include transactions involving trade-ins, and leased property. Procurements do not include non-exchange transactions such as sponsorships and transactions not involving the expenditure of University funds. (67-5721)

The University owns all property purchased with University funds and all property received by the University as gifts. In addition, except where provided by the terms of a grant or contract by operation of law, the

University owns all personal property purchased with funds from a grant or contract. No department, departmental unit, or University employee, may hold proprietary interest in any piece of University property, or property purchased with grant or contract funds which is held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails. (67-5746) (UI 10.4)

This policy has been approved by the State Board of Education. Any changes to the policy shall be submitted in writing to the Executive Director and may require Board approval at the discretion of the Executive Director. Substantive changes shall have the concurrence of all institutions identified in Idaho Code §67-5728(1) prior to submission to the Executive Director. (67-5728)

II. Budget authority:

It shall be the responsibility of the requestor to determine and ensure funds are available and properly budgeted. (67-5718 (1))(UI 60.03 B-1)

Terms may exceed one year provided that they are advantageous to the University and that such contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such contract or contracts. (67-5717 (10))

III. Requirements:

Small purchases are those purchases or procurements expected to cost seventy-five thousand dollars (\$75,000) or less. Costs are determined based on the following:

- One-time purchases of property; or
- Total cost of a contract for services, including renewal or extension periods.

To enhance small business bidding opportunities, the University shall seek a minimum of three quotes from vendors having a significant Idaho economic presence as defined in section 67-2349, Idaho Code. (67-5718(3)) The request for quotation may be written, oral, electronic, telephonic or facsimile. (DOP rule)

Large purchases, exceeding seventy-five thousand dollars (\$75,000), are procured through a formal sealed process. The issuance of Invitations to Bid (ITB) or Requests for Proposal (RFP) is the method for solicitation of offers from qualified vendors in a sealed process in order to establish pricing, specification or performance standards, and the terms and

conditions for the purchase of goods and services. The University shall ensure adequate ITB's or RFP's are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publically opened and read aloud by the Buyer to those persons present. (67-5718 (4)) (60.11 A, B-6)

Notice of solicitations of bids or proposals for large purchases may be electronic in nature. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting or electronic advertisement of solicitations as appropriate to the buying situation. Large purchase notices, regardless of methodology, are referenced in the vendor section of the University purchasing department's website. (67-5718 (2))

Preference for Idaho suppliers for purchases:

Reciprocal preference will be given to Idaho vendors in accordance with Idaho Code Section 67-2349.

Printing services will be awarded to local vendors in accordance with Idaho Code Section 60-101 -103.

Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence. (67-5718 (5))

The University recognizes that an offered low price is not always indicative of the greatest value. (67-5715) Contracts will be awarded by the University pursuant to determination by the UPD of the best value to the University based on the criteria outlined in the solicitation. Award of contracts in excess of amounts as proscribed in SBOE policy V.I.3a require the approval of the Executive Director of the State Board of Education or the State Board of Education in a public meeting. (SBOE V.I.3a)

No vendor or related party, or subsidiary, or affiliate of a vendor may submit a bid to obtain a contract to provide property to the University, if the vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the bid specifications or if the services influenced the procurement process. (67-5726 (6))

No property to be acquired shall be accepted which does not meet the minimum bid specifications. (67-5736 and 67-5726 (4))

IV. Waiver of competitive bidding (Sole Source): (67-5720 (2)) (UI 60.13)

The determination to waive the competitive bid process may be made only by the UPD. Any request by a department to restrict a purchase to one potential supplier must be accompanied by an explanation as to why no other item is suitable or that no other vendors exist to meet the need. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential source for that item. The University purchasing department shall conduct negotiations, as appropriate, to determine price, availability, and terms.

V. Exemptions from bidding:

A. Purchases under \$10,000

B. Bulk Contract purchasing

- State Open Contracts

Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies.

No officer or employee shall fail to utilize an open contract without justifiable cause for such action. Justifiable cause shall be determined by the Administrator of the State Division of Purchasing. Deviation from approved open contracts must be in the best interests of the university and will only be considered in extreme cases. (67-5728)

- Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University unless covered by State open contracts. (67-5724A) (DOP rule)
- Where no state open contract exists, state institutions of higher education (as defined in 67-5728) operating under the model purchasing policy may collaborate with each other or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.

C. Government and Agency acquisitions:

- Rehabilitation agency acquisitions (DOP rule)
- Correctional industries acquisitions (DOP rule)
- Federal government acquisitions including federal surplus (DOP rule)
- Interagency contracts, including contracts with other institutions of higher education

The University may contract with any one or more other public agencies or institution of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract. (67-2332)

D. Situational acquisitions:

- Legal advertising, publication or placement of advertisements directly with media sources (Policy Directive)
- Contracts for legal services or bond related services (Policy Directive)
- Professional, consultant and information related technology services costing \$75,000 or less (Policy Directive)
- The infrequent purchase of less than \$75,000 for University employee education or training related travel and seminar/workshop expenses. (Policy directive)
- Purchases with special educational discounts offered by vendors exclusively to schools, colleges, universities, and other educational institutions where the property is for the express purpose of educating students. (Policy directive)
- Concession services where there is no expenditure of University funds (DOP rule)
- Services for which competitive solicitation procedures are impractical (DOP rule)
- Medical director and medical professional services (Policy Directive 06-02 adaptation)
- Property held for resale, such as bookstore inventory

E. Emergency Purchases (67-5720 (b)) (UI 60.43)

The UPD, or designee, may authorize emergency purchases of goods and services when determined necessary and in the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:

- Unforeseen or beyond the control of the University or constituting a force majeure
- Present a real, immediate or extreme threat to the proper performance of essential University functions
- May reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life

Any affected department may make an emergency purchase in the open market at the best attainable price when a documented

emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:

- Funds are available for the purchase, and
- Verbal authorization is obtained from the Office of the Vice President for Finance and Administration, and
- Competition to the fullest extent practicable under existing circumstances is obtained and documented, and
- The unit cost of the purchase does not exceed amount requiring SBOE Executive Director approval as proscribed in SBOE policy V.I.3a.

A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the UPD within two working days after such purchase or cessation of emergency conditions, whichever is later.

F. Direct Negotiations (67-5720 (a)) (UI 60.14)

In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the UPD:

- The public good as determined by the UPD will not permit the competitive bid process due to time constraints
- No responsive or responsible bids are received at acceptable levels of price, service or terms
- Approved sole source scenarios
- The purchase is for experimental, developmental or research work, or for the manufacture of furnishing of property for experimentation, development, research or test
- Where there is a particular savings through the use of educational discounts
- Acquisition of federal surplus or excess property

VI. Qualification of Vendors: (67-5730)

No vendor shall be allowed to submit a bid unless such vendor is qualified. All vendors are qualified unless disqualified.

Vendors may be disqualified for any of the following reasons:

- Failure to perform according to the terms of any agreement;
- Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor;
- Actions to obstruct or unreasonably delay acquisitions by the University. Obstruction is hereby defined as a lack of success in more than fifty percent (50%) of the appeals made in each of three (3) different acquisitions during any twenty-four (24) month period;
- Perjury in a vendor disqualification hearing;

- Debarment, suspension or ineligibility from federal contracting of the vendor, its principals or affiliates.
- Any reason in Idaho law that would disqualify a particular vendor for a particular bid.

A vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification.

Disqualification or conditions may be imposed for a period of not more than five (5) years.

VII. Appeals: (67-5733)

Elements of a formal sealed bid that are appealable include:

- Bid specifications
- Determination by the university that the bid is non- responsive and does not comply with the bid invitation and specifications
- Award to a successful vendor

For formal procurements utilizing the sealed bid process, the detailed process for appeals will be referenced within the posted bid information and specification package.

In addition, sole source determinations are appealable. The detailed process for appeal will be referenced in the legal notice.

Any appeal will be reviewed and a written decision setting forth reasons for denial will be provided or if upheld an amendment (for a specification or intent to award appeal) to the original bid or sole source determination will be posted.

Submitting a bid to the University constitutes standard acceptance of this policy including the appeals process.

Small purchases or purchases that are exempted from bidding requirements are not appealable.

VIII. Ethics Requirements

All faculty, staff and students at the University are required to adhere to the intent and spirit of these policies and directives. They are designed as a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws

of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including but not limited to, Section 67-5726.

Employees are prohibited from obtaining products or services by avoiding the competitive process such as splitting purchases, creating false emergency situations, and non-use of statewide contracts (Idaho Code 67-5726, Idaho Code 67-5717).

Any effort to circumvent or abuse State and University purchasing regulations and policies or procedures will not be condoned and is subject to disciplinary action up to and including dismissal. (6130.I.C of current BSU policy)

Purchasing Ethics and Vendor Relationships:

All employees are involved in business transacted by the University in one form or another. Especially so are those professional purchasers and other personnel who purchase items and services, including those using the University P-card. Each employee has a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.

- **Conflict of interest:**

A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the University to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.

Employees are therefore prohibited from entering into service contracts with or selling goods to the University. (67-5726 (1)) (67-2301).

- **Influencing/conspiring to influence:**

The University prohibits the influencing or conspiring to influence purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages. (67-5726 (2) (3))



C.L. "Butch" OTTER
Governor
MIKE GWARTNEY
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street B-15 Lower Level (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208/-327-7320
<http://adm.idaho.gov/purchasing>

Vice President

APR 2 2010

Finance and
Administration

April 27, 2010

Mr. Mike Rush
Executive Director
Idaho State Board of Education
P.O. Box 83720
Boise, Idaho 83720-0037

R.E.: Purchasing Transition in accordance with Idaho Code § 67-5728

Director Rush:

As the new Idaho Code § 67-5728 has become law, we have noted several purchasing issues that will require transitioning responsibilities from the Division of Purchasing ("Purchasing") to the State Board of Education ("Board") to ensure appropriate compliance.

On or after July 1, 2010, upon the Board's notification to Purchasing that it has approved each state institutions of higher education's purchasing policies and procedures, the following actions will be taken:

1. For existing active contracts issued by Purchasing on behalf of state institutions of higher education, Purchasing will assign any and all existing active contracts to the institution for which it was issued (as long as the Board has approved that institution's purchasing policies and procedures).
2. For procurements on behalf of state institutions of higher education currently in-process without signed contracts, all procurements will be cancelled.
3. Future contract support from Purchasing:
 - Purchasing will continue to support the Board as a state executive agency for the purchase of property exclusively for use its own use or consumption.

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- Purchasing will not support purchases of property by the Board for the intended benefit of the state institutions of higher education, if the institutions involved have an approved purchasing policy and procedure.
4. Open contracts per Idaho Code § 67-5728(3)
- All exceptions to purchasing from open contracts must be justified to and approved by the Administrator of Purchasing.

To ensure appropriate transition to this law (Idaho Code § 67-5728), Purchasing will require a signed and dated copy of each institution's purchasing policy and procedures from the Board indicating the Board's approval. Purchasing would appreciate receiving those documents as early as possible so that existing procurements can be appropriately disengaged to avoid additional cost. (Please note that Purchasing requires these documents for file purposes only).

Please let me know if you should have any questions.



Bill Burns

cc: Mike Gwartney, Director
 Mark Little, State Purchasing Manager
 Melissa Vandenberg, Deputy Attorney General
 Stacey Pearson, VP Finance, Boise State University
 Jim Fletcher, VP Finance, Idaho State University
 Chet Herbst, VP Finance Lewis-Clark State College
 Bob Smart, VP Finance Eastern Idaho Technical College
 Scott Bedke, House Assistant Majority Leader
 Jason Kreizenbeck, Chief of Staff, Office of the Governor

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

BOISE STATE UNIVERSITY

SUBJECT

Approval to construct student housing facilities on Lincoln Avenue

REFERENCE

February 2008	Board approved extension of Expansion Zone and Capital Projects update
June 2009	Board approved MOU with American Campus Communities
February 2010	Board reviewed summary of ground lease terms
April 2010	Board did not approve ground lease with American Campus Communities

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Demand for on-campus housing at Boise State University continues to grow. Over the past three years no additional student housing facilities have been constructed, yet applications for on-campus housing have increased by seventy percent. Conservative estimates are that the University needs an additional 3,000 to 6,000 beds to meet this demand. The 2005 University Master Plan identified locations in the south campus expansion zone for future student housing facilities, including locations adjacent to Lincoln Avenue, the proposed site for this development.

In June 2009 the State Board of Education approved the University's request to enter into an MOU with a private developer, American Campus Communities (ACC), and to undertake the design and predevelopment activities for new student housing facilities. Throughout the process, university staff has worked closely with ACC and their design consultants to plan and design housing facilities for upper division students. The result was the development of plans and specifications to construct 874 beds of student housing and the development of a ground lease related to the development and long term use of the facility.

In April 2010, the Board did not approve a proposed ground lease, in part due to changes in the treatment of public private partnerships by bond rating agencies and the potential impact on the University's credit profile and future debt capacity. The MOU specifies the payment of certain reimbursable expenses and fees to ACC should the ground lease not be approved, and the transfer of ownership and development rights of the plans, design documents, and construction documents to the University.

The purpose of this agenda item is to authorize the University to construct the previously proposed and designed student housing facilities, but as a public project led by the University and contracted through the Division of Public Works (DPW). The proposed development will be owned, operated and managed by the University and will be a significant improvement to the campus student housing system.

This project will be developed in a series of stand-alone facilities located in the south campus expansion zone as seen in Attachment 3. In addition to the student housing facilities, this project may include an intramural sports field and support facility as additive alternates.

While the University intends to adhere to the proposed student housing design, the University has opted to construct a portion of the proposed project represented by the townhouse style housing and excluding the traditional “dorm” style housing. This will reduce the initial phase of this project from 874 beds to approximately 360 beds. The University plans to construct the next phase in the future.

Boise State is requesting a not-to-exceed project approval at this meeting and plans to return to the August meeting with a final project budget and request for financing approval to include the issuance of bonds. By that time, DPW should have either actual bids in place or, at a minimum, final cost estimates.

IMPACT

Based on the design development documents and cost estimate prepared by ACC, construction costs for this portion of the project are estimated to be between \$19.6 million and \$25 million. Estimate assumptions and details are currently under review and may require adjustment as DPW and the University cannot accept ACC’s estimates without conducting a due diligence review. Also, contingencies, architectural and engineering fees, commissioning, testing, and other administrative and soft costs could bring the estimated total project cost to \$25 million. This total includes the reimbursements due to ACC under the MOU of approximately \$2.2 million and development costs currently estimated at \$460,000.

Although the high-end estimate is currently \$25 million, that conservative figure is expected to be lower when the due diligence review is completed and financing approval is sought.

Portions of the work may be bid as a series of alternates in an effort to assure a successful award within the budget. In addition, furniture, fixtures and equipment will be procured and installed within the existing budget. This project will be procured through the standard process through the Division of Public Works and/or the Division of Purchasing as appropriate.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

The project will be funded from University student housing reserves and general revenue bond proceeds. Bonds will be repaid from the rental revenues of the project.

While the demand for housing and financial pro formas submitted by ACC show that the operating revenues are sufficient to support the debt service and operating expenses, the University will conduct a due diligence review of the project budget, operating revenues and expenditures, and financial ratios. Detailed financial information will be presented at the August Board meeting with the request for financing approval.

ATTACHMENTS

Attachment 1 – Project Budget	Page 5
Attachment 2 – Capital Project Tracking Sheet	Page 6
Attachment 3 – Overview of Student Housing Project	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

BSU's proposed ground lease with ACC fell through in April 2010 following the issuance of a "Special Comment" by Moody's which stated that these types of equity based public-private partnerships could impact the University's credit profile and debt capacity. As a result, the University had to step back and reassess its debt capacity in relation to its student housing needs. The University has decided to proceed with a scaled-down version of the project, funded with a mix of student housing reserves and general revenue bond proceeds.

Under the Board approved MOU between BSU and ACC, the University is obligated to pay ACC for all of their pre-development expenses (approximately \$2.2M). The University then owns all the construction documents and plans. If the University uses the plans to construct all or part of the project on its own, it must also pay a "developer fee" equal to 3% of construction cost (approximately \$455,094 based on the scaled-down project as proposed). These costs are built-in to the overall cost of the project.

The University is seeking project approval, and will come back to the Board in August for financing approval. Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to proceed with construction of the new student housing facilities on Lincoln Avenue for a cost not to exceed \$25 million. Boise State will bring the Board final project budget, financial pro formas and a request to approve financing, including a bond issuance, at the August Board meeting.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Attachment 1

**Architectural & Engineering Services
Project Budget**

Project Number:	TBD
Project Title:	Lincoln Ave Student Housing Facilities
Date:	5/24/2010

Category	Budget
Architectural Fees	381,609
Commissioning, Testing, Plan Check, Etc.	483,507
Construction Costs	13,599,011
Construction Contingency	705,666
Subtotal	15,169,793

University Costs	841,859
ACC Reimbursement and Development Fee	2,665,094
Project Contingency	4,079,703
Furniture, Fixtures and Equipment (FF&E)	851,636

Total Project	\$ 23,608,085

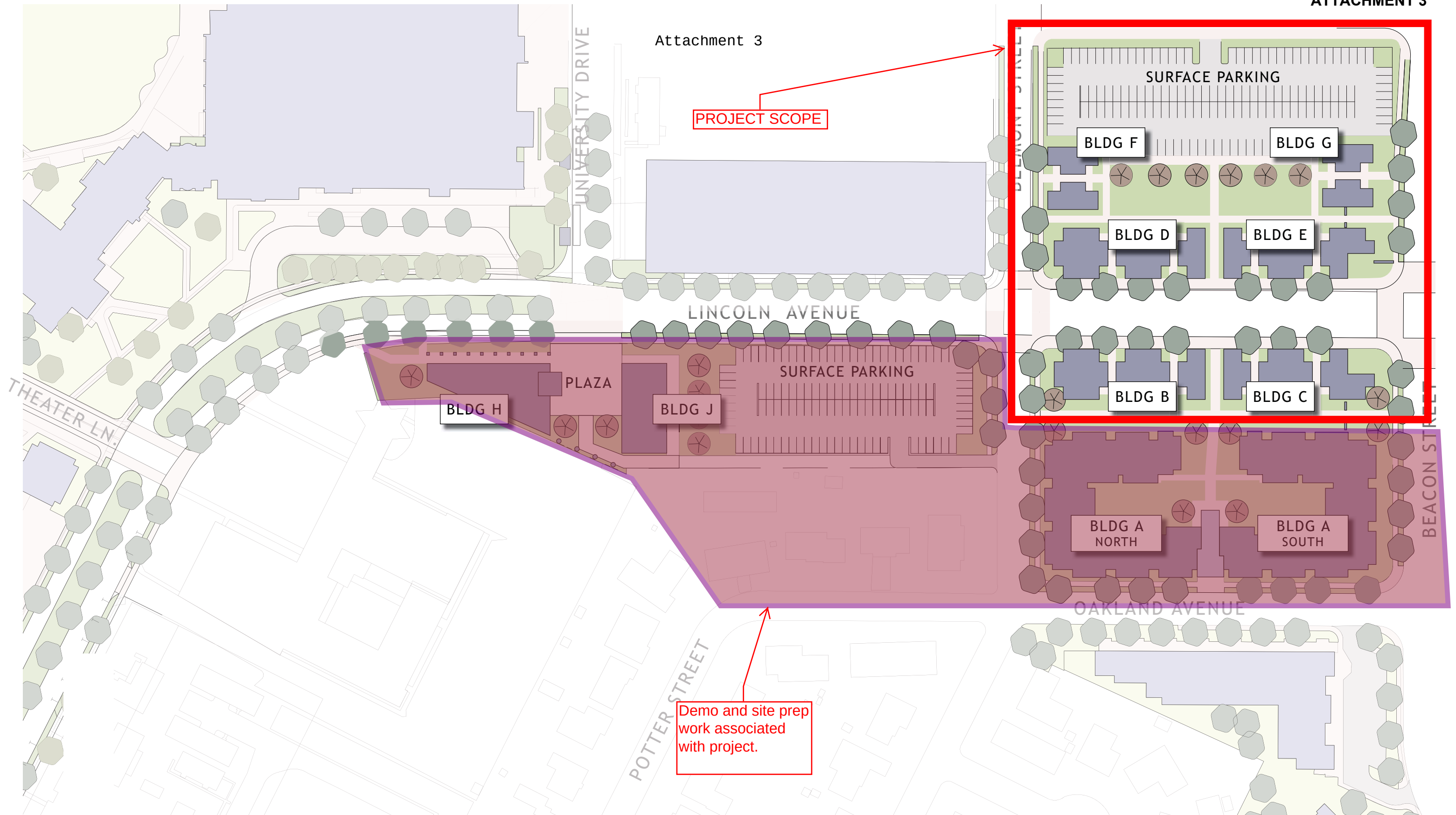
Office of the Idaho State Board of Education
Capital Project Tracking Sheet
May-10

History Narrative

1 Institution/Agency:	Boise State University	Project:	Lincoln Ave Student Housing Facilities
2 Project Description:	Construction of new beds of student housing in the south campus expansion zone near Lincoln Ave.		
3 Project Use:	To provide approximately 360 additional student housing beds		
4 Project Size:	approximately 360 beds		

6		Sources of Funds					Use of Funds				
7						Total		Use of Funds			Total
8		PBF		ISBA		Other *	Sources	Planning	Const	Other	Uses
9	Initial Cost of Project	\$	-	\$	-	\$ 23,608,085	\$ 23,608,085	\$ 865,116	\$ 13,599,001	\$ 9,143,968	\$ 23,608,085
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22	Total Project Costs	\$	-	\$	-	\$ 23,608,085	\$ 23,608,085	\$ 865,116	\$ 13,599,001	\$ 9,143,968	\$ 23,608,085

[illegible]



ARCHITECTURE
URBAN DESIGN
INTERIOR DESIGN

BSU STUDENT HOUSING BOISE, IDAHO

ACC | 18013.02 • CONCEPT DESIGN • 03.17.09

PHASE 1A SITE PLAN

PHONE: 303.449.8900
FAX: 303.449.3886
WWW.OZARCH.COM



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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

IDAHO STATE UNIVERSITY

SUBJECT

Naming of soon-to-be constructed softball field, Miller Ranch Stadium, and the practice field, Papenberg Field, for the donors, Sylvia and Don Papenberg

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.K.1.b.(2), Naming/Memorializing Buildings and Facilities.

BACKGROUND / DISCUSSION

In 2007, Sylvia Papenberg and the late Don Papenberg gifted a parcel of land in Driggs, Idaho, to the Idaho State University (ISU) Athletic Department, to be sold to support construction of a softball field and athletic practice field. The value of the land is estimated to be \$1.2 - \$1.4 million. ISU has been unable to sell the land, so in April, 2010, Sylvia Papenberg gifted an additional \$75,000 to assist with start-up costs for field construction. The total cost of construction is approximately \$180,000 to \$200,000 and the majority of the cost will be covered from donations of gifts-in-kind from various sources.

Sylvia and the late Don Papenberg are both ISU alumni. Don was instrumental in engaging the United Dairy Farmers of Idaho in their support of ISU and its various programs. The Papenberg's commitment and support to ISU has been and continues to be like few others.

STAFF COMMENTS AND RECOMMENDATIONS

Miller Ranch is the name of Mrs. Papenberg's parent's ranch. At the donor's suggestion, the stadium would be named in honor of her parents.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University to name the new softball field, Miller Ranch Stadium, and the new practice field, Papenberg Field, in honor of the donors, Sylvia and the late Don Papenberg.

Moved by _____ Seconded by _____ Carried Yes___ No___

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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

IDAHO STATE UNIVERSITY

SUBJECT

Project budget increase for expansion of the existing Idaho Accelerator Center (IAC) Cell and White Room

REFERENCE

September 2009 Idaho State University (ISU) received approval from Dr. Mike Rush, Executive Director of the State Board of Education, to proceed with the proposed Idaho Accelerator Center Cell and White Room expansions, with the estimated project budgets at \$200,000 and \$300,000, respectively.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections V.K.2. and V.K.3.

BACKGROUND / DISCUSSION

The original project scope provided: (1) additional shielding bay and a lab space in front of the "White Room" irradiation cell, and (2) remodel of existing space to create a radio chemistry room, allowing researchers to perform necessary work on site.

The project has increased in scope to accommodate a rapidly expanding program. The proposed project changes will: (1) add office space to house ten new researchers and graduate students to accommodate the growing program needs; (2) add a conference room for meetings for staff and private industry who have shown strong interest in the research efforts and technology; and (3) add light lab space to allow the IAC to commission and operate a high power linear accelerator to enable research in medical isotope production.

ATTACHMENTS

Attachment 1 – Letter of approval to begin project	Page 3
Attachment 2 – Capital Project Tracking Sheet	Page 4

IMPACT

The U.S. and Idaho face significant shortage of medical isotopes, which is continuing to worsen. Isotope production is an industry of hundreds of millions of dollars per year that treats approximately 15 million Americans annually. If this research proves successful, Idaho may become a major player in this important high-tech, high-wage medical industry. These facility modifications are essential to the research and economic development initiatives of the IAC and Idaho State University.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

Architectural design is complete and the bids have been received. Construction costs for this expansion are estimated to be \$873,000, which will be funded by grant and local funds.

STAFF COMMENTS AND RECOMMENDATIONS

ISU received delegated authority from the Executive Director in September 2009 to proceed with two capital improvement projects. Since that time, the scope of the project has increased, and aggregate revised project costs are now in excess of Executive Director approval level. Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University to increase the project budget for the expansion of the existing Idaho Accelerator Center, to a total project cost of \$873,000.

Moved by _____ Seconded by _____ Carried Yes____ No____



ATTACHMENT 1

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

September 15, 2009

Joseph K. Han
Associate Vice President, Facilities Services
Idaho State University
Campus Box 8137
Pocatello, ID 83209-8137

RE: Idaho Accelerator Center Expansions

Dear Joseph:

This letter is in response to your request to proceed with the submitted proposed Idaho Accelerator Center Cell and White Room expansions. The estimated project budgets are \$200,000 and \$300,000, respectively

The State Board of Education requires approval for capital improvements in excess of \$250,000 and less than \$500,000 pursuant to Board Policy V.K.2. Staff has reviewed the above request, and find it to be consistent with Board policy.

Sincerely,

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

Mike Rush
Executive Director

attachment
MC

Office of the Idaho State Board of Education
 Capital Project Tracking Sheet
 As of: 20-Aug-10

Attachment 2

History Narrative

1 **Institution/Agency:** Idaho State University **Project:** Idaho Accelerator Center
 2 **Project Description:** Remodeling of the Idaho Accelerator Center (IAC)

3 **Project Use:** Medical Isotope research support including: (1) shielding bay and a lab space in front of the "White Room" irradiation cell; (2) remodel of existing space to create a radio chemistry room, allowing researchers to perform necessary work on site; (3) office space to house 10 new researchers and graduate students to accommodate the growing program needs; (4) conference room for meetings for staff and private industry who have shown strong interest in the research efforts and technology; and (5) light lab space to allow the IAC to commission and operate a high power linear accelerator to enable research in medical isotope production.

4 **Project Size:** The project will add 5,280 sf of enclosed space, and remodel approximately 500 square feet

	Sources of Funds				Use of Funds			
	Bond	Grant	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	\$ -	\$ 873,000		\$ 873,000	\$ 111,000	\$ 762,000	\$ -	\$ 873,000
The current budget has been developed by DPW contracted design firm.								
Total Project Costs				\$ 873,000	\$ 111,000	\$ 762,000	\$ -	\$ 873,000

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Authorization Request, Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements

REFERENCE

August 2006 Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 14 of the approved minutes.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1 and Section V.K.2

BACKGROUND/ DISCUSSION

In 2006, the University initiated a Technical Assessment & Feasibility Study of a proposed Events Pavilion and of the ASUI Kibbie Activity Center (KAC). A team of consultants headed by Opsis Architecture and Hastings-Chivetta conducted a technical evaluation of the facility and identified a series of life safety improvements necessary for the KAC. The University is currently proceeding with the Life Safety Improvements.

In addition, the Technical Assessment & Feasibility Study recommended a series of renovations and improvements to ancillary facilities within the greater ASUI Kibbie Activity Center Complex. Among those recommendations were recommended renovations and improvements to the Dan O'Brien Outdoor Track and Field Complex, located to the immediate west of the Kibbie Activity Center.

Overall Project Description

The Dan O'Brien Outdoor Track and Field Complex was initially constructed in 1970. It was renovated slightly, with adjustments made to turn radii and field event approaches and ramps, and resurfaced in 1979. It was further slightly modified and resurfaced again in 1999. The complex serves multiple stakeholders, to include support of the College of Education's Health, Physical Education, Recreation and Dance classes, student and community recreation as well as varsity track and field athletics.

The track itself and the ramps and approaches for the field events consist of a synthetic running surface applied to an asphaltic concrete base. The synthetic surface is now 11 years old and in need of replacement. However there are much larger underlying issues associated with the 40 year old asphaltic concrete

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

base. Cracking due to settlement, contraction and movement are telegraphing through to the synthetic surface. Surface and subsurface water issues associated with inadequate drainage system are both aggravating the movement and cracking of the asphaltic concrete base and causing the synthetic surfacing to bubble. In addition, settlement and movement has caused the pre-cast concrete bleachers to be displaced.

Both the Technical Assessment & Feasibility Study and further investigation and study by synthetic track surface vendors confirm the need to address the underlying conditions associated the surface and subsurface water and the cracked, deteriorated asphaltic concrete base before replacement of the synthetic surfacing can occur. In summary terms, resurfacing the track without addressing the underlying, systemic issues would be ineffective and a waste of resources.

Authorization Request

This request is for a Capital Project Authorization to design and construct renovations and improvements at the Dan O'Brien Outdoor Track and Field Complex. The scope of work includes correction of surface and subsurface water issues by improvements to the surface and subsurface drainage systems, renovations to and rebuilding of the asphaltic concrete base at both the track and the field event ramps and approaches, resurfacing of the track and field event ramps and approaches with a current, state-of-the-art synthetic track surface and repairs and renovations to the bleachers. The project will also include miscellaneous improvements and renovations to associated systems and other spectator facilities as funding allows.

The total project effort is valued at \$2,500,000 to include design phase and construction costs and appropriate and precautionary contingency allowances.

The tentative design and construction timeline for effort is as follows:

Milestone	Proposed Date	Actual Date
SBOE Capital Project Authorization for \$2.5M	Jun 2010	
Identify a Qualified Design Team via Appropriate RFQ Process.	Sep 2010	
Design Phase Complete	Feb 2011	
Advertisement for Construction Bids	Mar 2011	
Award of Construction Contract and Issuance of Notice to Proceed	May 2011	
Substantial Completion	Sep 2011	

The projected timeline for the Dan O'Brien Outdoor Track and Field Complex renovations and improvements is tentative and subject to change as the project is better defined through the construction process.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

This project directly supports the University's strategic plan and its education and outreach goals. It is fully consistent with the stated goals and intents of the Technical Assessment & Feasibility Study for the ASUI Kibbie Activity Center as described both herein and to the Board in previous presentations, the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

IMPACT

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 2,066,100
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 206,600
Other (UI/Bond)	\$ 2,500,000	Contingency	<u>\$ 227,300</u>
Private	<u>\$ 0</u>		
Total	\$ 2,500,000	Total	\$ 2,500,000

ATTACHMENTS

Attachment 2 – Capital Project Tracking Sheet

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This capital improvement project would address a decaying of the University's outdoor track surface and subsurface infrastructure. The University represents that the project is consistent with campus long range and master plans. Project cost is estimated at \$2.5M. The University intends to finance the project by securing financing on the private market from a lender of its choice. The plan is to have a commitment letter from their lender by June 14, 2010. The University will utilize a portion of the revenues from the facility fee for repayment of the track loan over a 5 year term. This loan fits within the University's current facility fee projection and will not require any new fee. Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to implement the Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements project for a total project cost not to exceed \$2.5 million, and to authorize the University of Idaho to execute all requisite consulting, design, construction and vendor contracts necessary to fully implement the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

A motion to approve the request by the University of Idaho to obtain financing from a lender of its choice in the amount of \$2.5 million for the purpose of financing the Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements project, and authorizing the Vice President for Finance & Administration to execute all necessary documents on behalf of the Board of Regents. Said financing shall be secured, if applicable, in accordance with Section 33-3804(j), Idaho Code, and at an interest rate not to exceed 5.50%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
 As of May 5, 2010

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Capital Project Authorization Request, Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements
- 2 Project Description:** Design and construction of renovations and improvements at the Dan O'Brien Outdoor Track and Field Complex. The scope of work includes correction of surface and subsurface water issues by improvements to the surface and subsurface drainage systems, renovations to and rebuilding of the asphaltic concrete base at both the track and the field event ramps and approaches, and resurfacing of the track and field event ramps and approaches with a current, state-of-the-art synthetic track surface. The project will also include repairs and improvements to the concrete spectator bleachers and miscellaneous improvements and renovations to associated systems and spectator facilities as funding allows.
- 3 Project Use:** General Education Classes through the HPERD Department of the College of Education, student and community recreation, Varsity Track and Field use by the Department of Athletics.
- 4 Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Capital Project Authorization - Feb 2010			\$ 2,500,000	\$ 2,500,000	\$ 206,600	\$ 2,066,100	\$ 227,300	\$ 2,500,000
Total Project Costs	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 206,600	\$ 2,066,100	\$ 227,300	\$ 2,500,000

History of Funding:	Other Sources of Funds-----						
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Other	Total Funding
Capital Project Authorization Request - Feb 10			\$ 2,500,000			\$ 2,500,000	\$ 2,500,000
Total	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000

Notes:
 1) Design and Construction Phase Contingency amounts are included in the "Other" Category.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Cable Television for Student Housing

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho issued a Request for Proposals to provide cable television for students living in University Housing. Two vendors responded to the RFP. The apparent successful vendor, pending board approval, is Time Warner Cable.

IMPACT

The cost per room is \$8.69/month for a yearly total of \$121,981.68. The initial five year term is \$609,908.40. There is one (1) renewal option for an additional five years making the total contract value \$1,219,816.80.

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Request for Proposal	Page 7
Attachment 3 – Time Warner Cable's Proposal	Page 33

STAFF COMMENTS AND RECOMMENDATIONS

The cost breakout for the proposed contract for cable services is as follows:

	Academic (Aug-May)	Summer (May-Aug)	
Student Rooms	1,508	155	
Cost per Room/month	\$8.69	\$8.69	
Total Cost per Month	\$13,105	\$1,347	
Total Annual Cost	\$117,941	\$4,041	<u>\$121,982</u>

The contract has a standard appropriations clause making the agreement subject to the appropriation of necessary funds from the State. The vendor modified the clause to provide that the Termination for Convenience clause should apply to the extent that the vendor should be reimbursed for its expenses in the event the contract were cancelled by the University for lack of appropriation. Whereas student housing is an auxiliary enterprise, the vendor's modification is not material.

Effective date of the contract, pending Board approval, is July 1, 2010. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

BOARD ACTION

A motion to approve the agreement between the University of Idaho and Time Warner Cable, in substantial conformance with the forms submitted to the Board in Attachments 1 and 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-676

The University of Idaho (hereinafter called the University) hereby awards to Time Warner Cable, (hereinafter called the Contractor) Agreement number UI-676 to furnish Cable Television to the University, as specified in University of Idaho Request for Proposals Number 10-19M, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 10-19M; b) Time Warner Cable proposal dated March 12, 2010; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-676 ; 2) University of Idaho Request for Proposals Number 10-19M; 3) Time Warner Cable proposal dated March 12, 2010; and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	University of Idaho Purchasing Services PO Box 441202 645 West Pullman Road Moscow, Idaho 83844-1202 Attn.: Julia R. McIrloy Phone: (208) 885-6123 Fax: (208) 885-6060

the Contractor:	Time Warner Cable 828 West Pullman Road Moscow, Idaho 83843 Attn.: Stephen Hattrup Phone: (208) 892-5501

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

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 BID PRICE

The bid price shall include everything necessary for the prosecution and completion of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.4 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the University. The term of this agreement may, if mutually agreed, be extended by one (1) five-year increment, provided the Contractor receives written notice of each extension at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.6 INVOICES

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable
PO Box 444244
Moscow, Idaho 83844-4244

1.7 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this contract is July 1, 2010

UNIVERSITY OF IDAHO

TIME WARNER CABLE

SIGN _____

SIGN _____

PRINT _____

PRINT _____

TITLE _____

TITLE _____

DATE _____

DATE _____

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Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 10-19M
FOR
CABLE/TELEVISION SATELLITE

For Additional Information, Please Contact:

Julia R. McIlroy, Senior Buyer

Phone (208) 885-6123

Fax (208) 885-6060

juliam@uidaho.edu

www.purchasing.uidaho.edu

Date Issued: February 12, 2010

Proposals Due: March 12, 2010

Pre-proposal Conference: March 3, 2010

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 10-19M

PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name

Signature

Title

Company

Street Address

City, State, Zip

Telephone Number and Fax Number

Cell Phone Number

E-mail Address

State of Incorporation

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	_____
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for turnkey cable or television satellite system for University Housing Residence Halls, the Student Recreation Center (SRC) and Graduate Student Residences (GSR).

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted by March 12, 2010 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

2/12/10	Request for Proposals issued
3/3/10	Pre-Proposal Conference
3/12/10	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services by March 5, 2010 to:

Julia R. McIlroy, Senior Buyer
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, ID 83844-1202
Telephone: (208) 885-6123
Fax: (208) 885-6060
E-mail: juliam@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification (Attachment A).

1-9 PROPOSAL COPIES

Four (4) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) year, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by five (5) years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

1-15 PUBLIC AGENCY

The Contractor has agreed to extend contract usage to other public agencies, such as any city or political Subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; or any city or political subdivision of another state.

1-16 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data **LABELED CONFIDENTIAL BY THE PROPOSER**, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-17 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that supplier or its principals are presently debarred, suspended or proposed for debarment by the Federal Government.

1-18 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-19 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Manager of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Manager of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1-20 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A conference and site visit with interested Proposers will be held at 1:00p.m., March 3, 2010. University personnel in attendance will include representatives from Housing and Purchasing Services. This conference will enable Proposers to request clarification on any questions they have on the project. Participation in the conference is optional. The conference location is: UI Purchasing Services 645 West Pullman Road Moscow, ID.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification (page 5) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.
- C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.
- F. Warranties: Describe warranties provided by the Proposer. Include discussions of any additional support provided after the sale.
- G. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

The University of Idaho is soliciting proposals from vendors for a turnkey cable or television satellite system for University Housing Residence Halls, the Student Recreation Center (SRC) and Graduate Student Residences (GSR). The successful proposer will be required to furnish all labor and equipment to provide cable or satellite television services in accordance with University and contract specifications.

GENERAL DESCRIPTION. The successful proposer will be required to provide basic cable/satellite service (see para 3.A) to 1460 residence hall rooms, 15 residence hall apartments, 37 residence hall lounges and the SRC. Within the residence halls, the service will be provided only through the academic year, which runs from mid-August to mid-May of the following year. The SRC, Graduate Student Residences (see chart below) and one LLC will require calendar year long service. University Housing hosts summer school students in the one LLC and that building will change each summer. The estimated total usage during the non-peak (summer) months would be approximately 150 rooms. The chart below describes the volumes and locations of television outlets.

	Student Rooms	Apartments	Total Cable Outlets in System	Lounges	Grand Total Occupied Rooms and Lounges
Wallace--Gooding	160	3	163	6	169
Wallace---Stevenson	110	0	110	4	113
Wallace--Wiley	159	3	162	6	168
Wallace--Ballard	110	0	110	4	114
Tower	209	1	210	6	215
McConnell	58	1	59	2	60
Targhee	30	0	30	1	31
LLC 1--GEM	64	0	64	1	65
LLC 2--Syringa	70	1	71	1	72
LLC 3--Global Village	64	1	65	1	65
LLC 4--Upham	70	1	71	1	72
LLC 5--CNR	70	1	71	1	72
LLC 6--Gault	68	1	69	1	70
LLC 7--Engineering	66	1	67	1	68
LC 8--Scholars	66	1	67	1	68
Graduate Student Residences	85	0	85	0	85
Student Recreation Center	1	0	1	0	1
	1460	15	1475	37	1512

Vendor billings to the University would be based upon occupied rooms within the described residence halls. That quantity becomes official on the 10th day following the start of each semester. The following table provides the average number of occupied rooms dating back to 2006.

Fall 2009	1282
Spring 2009	1200
Summer 2009	150
Fall 2008	1271
Spring 1008	1143
Summer 2008	150
Fall 2007	1280
Spring 2007	1293
Fall 2006	1338
Summer 2006	152
Spring 2006	1318

The current campus television system features two satellite dishes mounted atop the Wallace Center (one dish for local stations and one for national stations). The signal is encoded for fiber optics at Wallace and then sent underground to the SRC. A decoder changes the fiber signal into a digital signal whereupon it is sent in an underground tunnel system to the Living Learning Centers (8 ea), McConnell, Thepholus Tower and the Wallace complex, which includes the core building, Gooding, Willey, Stevenson and Ballard. Targhee Hall and Graduate Student Residences are fed a signal by separate satellite dishes and each room requires a receiver.

SCOPE OF WORK

A. The bid must list the basic package available to all students and the monthly fees (based on room occupancy) that will be assessed. The basic service should include:

KREM Spokane, WA (CBS)	A&E	C-SPAN 2
KUID	Bloomberg	ESPN
KXLY Spokane, WA (ABC)	BET	ESPN 2
MSNBC	CNBC	ESPN News
KHQ Spokane, WA (NBC)	FOOD	ESPN Classic
KSPS (PBS)	Fox News	CNN
Public Access	KQUP	USA
KAYV (FOX)	C-SPAN	Discovery

Nickelodeon	MTV-2 or CMT	Food Network
ABC Family	Comedy Central—Spike TV	Tech TV
AMC	E!	TLC
Weather	Sci-Fi	Animal Planet
CNN Headline News	TNT	TV Land
VH-1	NFL	Court TV

VH-1 Classic	College Sports	WE
MTV	Cartoon Network	FX
TBS	Lifetime	

The above list is meant to provide a guideline for the basic package. Based on student input and the service provider's package selection, certain stations may be added or deleted without impacting the cost of the service. This process would be included in the negotiations.

B. Where it is technically and economically feasible, the University would be interested in providing our students the capability to upgrade, at their personal expense, to a premium package that would include HBO, STARZ, Showtime, Cinemax and other "premium" channels. The students would have the right to negotiate separately with the cable/satellite provider for these services and the University would not be a part of those negotiations.

C. Targhee Hall is located across campus and separate from the other residence halls. The University is interested in a proposer installing a stand-alone cable/satellite TV system for Targhee Hall that does not require separate receivers for each room.

D. The contractor must supply a satellite/cable television service and equipment that is the latest technology in the industry.

E. The system will provide a University Information Channel. This channel shall be provided at no additional cost to the university.

F. The Television System must include an Emergency Notification System that will be compatible with the University's existing system.

TERM OF CONTRACT:

A. The term of the contract will be for five (5) years beginning on July 1, 2010. The contract can be extended after that 5 year period pursuant to the agreement of the University and the vendor.

INSTALLATION:

A. The successful vendor will specify all equipment and provide an installation plan which shall include the following as a minimum:

1. The signal strength needs to be consistent throughout all the buildings and rooms that receive service.
2. Maximum total rooms and lounges serviced during the academic year (August through May): 1512
Maximum Summer Service: 155 rooms.

B. HEADEND ROOM

The successful vendor will incur the cost of installing a state-of-the-art Headend room. The space will be provided by the University of Idaho at no cost to the successful vendor. The current space measures approximately 21 feet by 12 feet with 10 foot ceilings. Air conditioning is provided by a window type

unit mounted on an exterior wall. Current electrical capacity includes three 120 volt circuit breakers plus a separate circuit for room cooling.

1. The successful proposer will provide training to selected University Housing staff so that UH staff can provide routine preventative maintenance and repair to any part of the satellite/cable system. Should the discrepancy be beyond the repair capabilities of the UH staff, the successful proposer shall provide a qualified maintenance technician to remedy the discrepancy (see section C.2.)
2. Channel receivers, modulators will be property of the successful vendor. The equipment racks will remain the property of the university. The current racks are sufficient to hold modulators and other necessary equipment for the channel selection described in para. 3.A.
3. During the life of this contract, equipment shall be upgraded as technology and television industry standards change, subject to cost negotiations.

C. PREVENTATIVE MAINTENANCE

1. The successful vendor shall be required to train University Housing staff on routine preventative maintenance requirements on the headend room, the cable/satellite system, amplifiers and connections.
2. The successful vendor will present a plan that describes how quickly a technician will be on site to correct any service disruption.

D. COST SHEET

1. The University is requesting proposals from vendors for a turnkey cable/satellite television service. Evaluations shall be in accordance with the criteria in Section Five. Bids shall include proposed pricing for premium channels that will be invoiced and paid separately from the University Contract. Individual students would be responsible for their premium channel charges.

NOTE: All costs are to be included below. The University may add or delete rooms as external conditions dictate. Invoicing for the summer months and school year should be at the same rate in a given year.

Description	Unit Cost
<u>Year 1</u>	
a. Basic Cable/Satellite Service, including all Maintenance, per room X 1508 rooms from August to May	_____
b. Basic Cable/Satellite Service, including all Maintenance, per room X 155 rooms from May to August	_____
c. One time installation of all equipment in all Areas.	_____
d. Optional Premium Channels	_____

Year 2

- a. Basic Cable/Satellite service, including
all maintenance, per room X 1508 rooms
from August to May. _____
- b. Basic Cable/Satellite service, including
all maintenance, per room X 155 rooms from
May to August. _____
- c. Optional Premium Channels _____

Year 3

- a. Basic Cable/Satellite service, including
all maintenance, per room X 1508 rooms
from August to May. _____
- b. Basic Cable/Satellite service, including
all maintenance, per room X 155 rooms from
May to August. _____
- c. Optional Premium Channels _____

Year 4

- a. Basic Cable/Satellite service, including
all maintenance, per room, X 1508 room
from August to May. _____
- b. Basic Cable/Satellite Service, including
all maintenance, per room X 155 rooms
from May to August. _____
- c. Optional Premium Channels _____

Year 5

- a. Basic Cable/Satellite service, including
all maintenance per room, X 1508 rooms from
August to May. _____
- b. Basic Cable/Satellite service, including
all maintenance per room X 155 rooms from
May to August. _____

c. Optional Premium Channels

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

Vendor evaluation will be based on the material contained in the proposal and also information obtained from references provided by the proposer.

The University reserves the right during the Request for Proposal (RFP) evaluation process to arrange interviews with proposing companies and may ask for clarification and/or documentation in addition to that which was submitted in the proposal.

All proposals shall be reviewed to verify that the University's minimum requirements have been met. Proposals meeting the minimum requirements shall be reviewed and scored by a panel. The panel shall award points based on the criteria described below. The panel's assessment of points shall be final and the award shall be made to the proposer with the highest score.

1. Criteria
 - A. Pricing—Points shall be assigned on the price bid of the proposal. The lowest total yearly cost shall receive maximum points. 25 points
 - B. Technology—Points shall be assigned based on compliance with technology requirements put forth in this RFP. The University is considering either cable or satellite services, whichever is most cost effective, reliable, and meet student needs/requirements. 20 points
 - C. Educational Institution Experience
Points shall be assigned based on the experience of the proposer in working with educational institutions comparable to the University of Idaho 15 points
 - D. Channel Line-up
Points shall be assigned to the proposer who is able to meet stated channel line-up requirements 20 points
 - E. Installation/Maintenance/Emergency Response
Points shall be assigned to the proposer with a plan that includes prompt installation and emergency response as well as a total maintenance program. 20 points
- Total Points Possible per Proposal 100 Points

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

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

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its

status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-18 CONTRACTOR REPRESENTATIONS

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

6-19 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-20 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-21 HEADINGS

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

6-22 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-23 TIME OF ESSENCE

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

6-24 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-25 FORCE MAJEURE

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

6-26 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-27 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-28 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-29 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-30 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and .

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

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

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to

maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

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

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

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

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

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

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

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be

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

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

**UNIVERSITY OF IDAHO
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or

for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
16. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
18. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
20. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier (“Insured”) are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho (“Certificate Holder”) with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162
- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.

- A copy of this certificate request must be sent with the Certificate.
UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 2 of 2

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

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

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

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Submittal by e-mail

Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 10-19M
FOR
CABLE/TELEVISION SATELLITE

For Additional Information, Please Contact:

Julia R. McIlroy, Senior Buyer

Phone (208) 885-6123

Fax (208) 885-6060

juliam@uidaho.edu

www.purchasing.uidaho.edu

Date Issued: February 12, 2010

Proposals Due: March 12, 2010

Pre-proposal Conference: March 3, 2010

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 10-19M

PROPOSAL RESPONSE CERTIFICATION

MARCH 12, 2010
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers 1 to 7 have been received and were examined as part of the RFP document.

Stephen Hattrup
Name

Stephen Hattrup
Signature

Sr. Director - Finance
Title

TIME WARNER NY CABLE LLC
Company

828 WEST PULLMAN ROAD
Street Address

MOSCOW, IDAHO 83843
City, State, Zip

208-892-5501 208-882-9100 - DEENA GIBBS LOCAL OPERATIONS
Telephone Number and Fax Number MANAGER

208-596-5948
Cell Phone Number

deena.gibbs@twcable.com
E-mail Address

DELEWARE
State of Incorporation

83-0353318
Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	_____
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSER

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for turnkey cable or television satellite system for University Housing Residence Halls, the Student Recreation Center (SRC) and Graduate Student Residences (GSR).

Read and Understood

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted by March 12, 2010 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

Read and Understood

1-3 REQUEST FOR PROPOSAL SCHEDULE

2/12/10	Request for Proposals issued
3/3/10	Pre-Proposal Conference
3/12/10	Proposals Due @ 4:00 p.m.

Read and Understood

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services by March 5, 2010 to:

Julia R. McIlroy, Senior Buyer
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, ID 83844-1202
Telephone: (208) 885-6123
Fax: (208) 885-6060
E-mail: juliam@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

Read and Understood

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

Read and Understood

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

Read and Understood

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

Read and Understood

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification (Attachment A).

Read and Understood

1-9 PROPOSAL COPIES

Four (4) complete copies of the proposal shall be submitted to the University.

Read and Understood

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

Read and Understood

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

Read and Understood

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit

prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

Read and Understood

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) year, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by five (5) years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

Read and Understood

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

Read and Understood

1-15 PUBLIC AGENCY

The Contractor has agreed to extend contract usage to other public agencies, such as any city or political Subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; or any city or political subdivision of another state.

Read and Understood. Exception: The pricing in this response to RFP is based upon the existing franchises under which TWC operates its business and the costs TWC will incur in order to deliver services as described in this RFP to the locations identified in this RFP as per section 3. Pricing for other public agencies, such as any city or political Subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; or any city or political subdivision of another state are subject to state law regarding Franchise and also site inspection and TWC's evaluation of costs incurred in order to provide service, and may vary from the pricing offered to University of Idaho herein.

1-16 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data **LABELED CONFIDENTIAL BY THE PROPOSER**, and waives any right of access to

such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

Read and Understood

1-17 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that supplier or its principals are presently debarred, suspended or proposed for debarment by the Federal Government.

Read and Understood

1-18 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

Read and Understood

1-19 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Manager of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Manager of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

Read and Understood

1-20 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A conference and site visit with interested Proposers will be held at 1:00p.m., March 3, 2010. University personnel in attendance will include representatives from Housing and Purchasing Services. This conference will enable Proposers to request clarification on any questions they have on the project. Participation in the conference is optional. The conference location is: UI Purchasing Services 645 West Pullman Road Moscow, ID.

Read and Understood

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

Read and Understood2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification (page 5) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

Company History:

A pioneer in the cable industry, Time Warner Cable owns and manages the most advanced, best-clustered cable television operations in the country, with over 93% of its approximately 13 million customers in systems serving 100,000 people or more. Through technological innovation, a fully upgraded fiber-based network and a commitment to increasing choice and value for our customers, Time Warner Cable brings the digital age into America's communities and is transforming the way Americans receive information and entertainment.

Corporate Facts and Figures

Time Warner Cable service passes more than 16 million U.S. homes, and serves nearly 13 million customers. Time Warner Cable currently serves customers in the following 21 states: Alabama, Arizona, California, Colorado, Hawaii, Idaho, Indiana, Kansas, Maine, Missouri, North Carolina, Nebraska, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Texas, Wisconsin and West Virginia. The number of Time Warner Cable digital video customers is expanding rapidly and has approached 7 million customers, reflecting high customer satisfaction with this popular service.

Time Warner Cable offers its customers Road Runner. Road Runner, Time Warner Cable's own Internet access service was established in 1996. Time Warner Cable also offers businesses and telecommuters Road Runner Business Class. In total, Time Warner Cable provides high-speed broadband services to more than 8 million residential customers and a growing number of businesses. Time Warner Cable leads the industry in deploying video on demand and subscription-based VOD services. Time Warner Cable brings VOD and SVOD service to all of its operating divisions. Time Warner Cable is also taking a lead role in offering other new products to its customers including High Definition Television (HDTV) - at no additional charge for HD, Digital Video recording (DVR) functionality and home networking to interconnect multiple computers and other devices in the household with a single broadband connection. Time Warner Cable also provides VoIP (Voice over Internet Protocol) telephony service to 2,000,000 people.

Time Warner Cable employs nearly 15,000 people across the US. Time Warner Cable's corporate offices are located in Herndon, VA.

Time Warner Cable Inc. is a Delaware corporation and is the successor to the businesses of American
Television and Communications Corp. and Warner Cable.

Time Warner Cable Inc. was a subsidiary of Time Warner Inc. (NYSE: TWX), and became a completely independent entity in 2009. TWX was formerly known as AOL Time Warner Inc., which was formed in 2001 through the merger of America Online Inc. and the original Time Warner Inc. (now known as Historic TW Inc.). The Time Warner family of companies includes America Online, Warner Bros., HBO, The Warner Music Group, CNN, Turner Broadcasting Systems and Time Inc. magazines.

Our President and CEO is Glenn Britt. Our CO is Landel Hobbs. Our CFO is Robert Marcus.

In Coeur D'Alene, Idaho we have 47 employees including 29 Technicians, 3 Technical Supervisors and 1 Head End Technician. In Moscow, Idaho we have 21 employees including 11 Technicians, 1 Technical Supervisor and 1 Head End Technician. After hour on site technical support is available at no cost. In addition to the local technical support, Time Warner Cable also provides local customer care thru an office located at 828 W. Pullman Rd, Moscow, ID. Office hours are Monday thru Friday 8:00am to 5:30pm. The Time Warner Cable Customer Care Center operates 24 hours per day, seven days per week, 365 days per year. If at anytime after normal business hours for the local office, the University of Idaho requires technical support, our Customer Care Center will dispatch local technicians in order to meet our 4 hour support commitment. Our Area General Manager for the Idaho systems is Correen Stauffer.

- C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.

University of Nebraska, Lincoln Nebraska: We have served the University for 25 years with video service.
UNL Associate Housing Director

Glenn Schumann
1115 N. 16th Street
Lincoln, NE 68588
Off: 402-472-3590
Cell: 402-610-6103

We provide our Standard video services to 4,100 Dormitory units of Student Housing via bulk bill, with plans to add 565 new dormitory units this year. Each of the students located in the dormitories receiving bulk services, can also purchase additional services directly from us We also provide Standard video service via bulk to all UNL offices, classrooms, Memorial Stadium/UNL Athletics, Haymarket Park, and the 69 skybox suites at the stadium- through separate bulk accounts- a total of an additional 250 non-student housing UNL bulk units. Additionally, we provide video service to 31 Fraternity and Sorority houses.

Indiana State University, Terre Haute, Indiana: We have served the University for 24 years with video service.

Les Anne Dant.
Assistant Director of Residential Life
Indiana State University
Residential Life
Terre Haute, IN 47809
Office: 812.237.3993
ldant@isugw.indstate.edu

We provide our Standard video service (Basic, CPST, WGN and TBS) to 2,143 units. Each of the students located in the dormitories receiving bulk services, can also purchase additional services directly from us.

This includes service to buildings containing 400 units of Married Student Housing.

ATTACHMENT 3

University of Missouri, Kansas City: We have served the University ever since this dormitory was built with video service, in 2004.

David Johnston

Director of Networking / Telecommunications

204 Newcomb Hall

5100 Rockhill Road

Kansas City, MO 64110-2499

816-235-1199

johnstond@umkc.edu

We provide Video service to their Oak Street Residence Hall, the only on-campus housing available, for 346 rooms.

This service started when UMKC built this dormitory, in 2004.

Kansas City Kansas School District USD# 500

Joe Fives

Director of Technology

625 Minnesota Avenue

Kansas City, KS 66101

913-279-2286

joe.fives@kckps.org

We provide video and internet service to 45 school buildings.

Time Warner Cable leases to Kansas City, KS SD a 45 site GigE diverse path Network and also provides 100 Mbps Internet Access with a diverse pathway. This is managed bandwidth, Ethernet, and is used for data, VOIP, and can be used for video applications such as long distance learning, as well. Additionally, we provide diverse GigE ethernet services that connect all of the 45 buildings, using CWDM and DWDM technologies over our fiber network. We also provide diverse 200 Mbps internet service to the School District over our fiber network.

Shawnee Mission School District USD #512

William Sandburg

Information Services Director

Indian Creek Technology Center

4401 W 103rd St.

Overland Park, KS 66207

icsandbu@smsd.k12.ks.us

We provide video and internet service to 55 school buildings.

Time Warner Cable leases to Shawnee Mission Schools a 55 site GigE diverse path Network and also provides 100 Mbps Internet Access with a diverse pathway. This is managed bandwidth, Ethernet, and is used for data, VOIP, and can be used for video applications such as long distance learning, as well. Additionally, we provide diverse GigE Ethernet services to all of the 55 buildings, using CWDM and DWDM technologies over our fiber network.

We also provide diverse 100 Mbps internet service to the School District over our fiber network.

See Attachment # 2 for more school service references.

- D. Experience and Support: Describe Proposer's experience in performing the requested services.

Time Warner Cable (TWC) provides full service and support for all of the services we provide. We have a full staff of local technicians to support all of the services we provide. As you can see from our references, we have a very successful history of providing service to our University and School District customers.

TWC has been providing services to University of Nebraska and Indiana State University for 25 years each and to University of Missouri-Kansas City ever since their dormitory was built.

We utilize a hybrid fiber and coaxial distribution system (HFC) to provide our services. We have a fiber-optic trunk that carries all of our services. This fiber trunk connects to fiber-optic cable that runs through the neighborhoods surrounding the university to our Optical Hubs and from the Hub we run our fiber directly to nodes that serve discrete groups of customers. From the nodes we utilize coaxial cable to provide our video, high speed data and digital phone products. We are also capable of providing advanced services directly over fiber when this is appropriate.

We have approximately 63 miles of fiber -optic distribution cable in the Moscow / Pullman area. For the service to the University of Idaho, we will install coaxial cable as needed in the buildings, so that there will be a continuous connection from the University back through our HFC system to our Head end.

- E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.

Read and Understood. The only costs to the University of Idaho will be the monthly bill for the services, as described in section 3D.

- F. Warranties: Describe warranties provided by the Proposer. Include discussions of any additional support provided after the sale.

Read and Understood. For the term of our Agreement with the University, we will provide full support and service, in order to provide our services with minimal interruptions. We do not charge for support and service. We will respond to calls for service restoration within 4 hours.

Our customer care staff is available 24 / 7, 365 days per year, and our technical support staff is available 24 / 7, 365 days per year.

- G. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

Read and Understood

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

The University of Idaho is soliciting proposals from vendors for a turnkey cable or television satellite system for University Housing Residence Halls, the Student Recreation Center (SRC) and Graduate Student Residences (GSR). The successful proposer will be required to furnish all labor and equipment to provide cable or satellite television services in accordance with University and contract specifications.

GENERAL DESCRIPTION. The successful proposer will be required to provide basic cable/satellite service (see para 3.A) to 1460 residence hall rooms, 15 residence hall apartments, 37 residence hall lounges and the SRC. Within the residence halls, the service will be provided only through the academic year, which runs from mid-August to mid-May of the following year. The SRC, Graduate Student Residences (see chart below) and one LLC will require calendar year long service. University Housing hosts summer school students in the one LLC and that building will change each summer. The estimated total usage during the non-peak (summer) months would be approximately 150 rooms. The chart below describes the volumes and locations of television outlets.

	Student Rooms	Apartments	Total Cable Outlets in System	Lounges	Grand Total Occupied Rooms and Lounges
Wallace--Gooding	160	3	163	6	169
Wallace--Stevenson	110	0	110	4	113
Wallace--Willey	159	3	162	6	168
Wallace--Ballard	110	0	110	4	114
Tower	209	1	210	6	215
McConnell	58	1	59	2	60
Targhee	30	0	30	1	31
LLC 1--GEM	64	0	64	1	65
LLC 2--Syringa	70	1	71	1	72
LLC 3--Global Village	64	1	65	1	65
LLC 4--Upham	70	1	71	1	72
LLC 5--CNR	70	1	71	1	72
LLC 6--Gault	68	1	69	1	70
LLC 7--Engineering	66	1	67	1	68
LC 8--Scholars	66	1	67	1	68
Graduate Student Residences	85	0	85	0	85
Student Recreation Center	1	0	1	0	1
	1460	15	1475	37	1512

Vendor billings to the University would be based upon occupied rooms within the described residence halls. That quantity becomes official on the 10th day following the start of each semester. The following table provides the average number of occupied rooms dating back to 2006.

Fall 2009	1282
Spring 2009	1200
Summer 2009	150
Fall 2008	1271
Spring 1008	1143
Summer 2008	150
Fall 2007	1280
Spring 2007	1293
Fall 2006	1338
Summer 2006	152
Spring 2006	1318

The current campus television system features two satellite dishes mounted atop the Wallace Center (one dish for local stations and one for national stations). The signal is encoded for fiber optics at Wallace and then sent underground to the SRC. A decoder changes the fiber signal into a digital signal whereupon it is sent in an underground tunnel system to the Living Learning Centers (8 ea), McConnell, Thepholus Tower and the Wallace complex, which includes the core building, Gooding, Willey, Stevenson and Ballard. Targhee Hall and Graduate Student Residences are fed a signal by separate satellite dishes and each room requires a receiver.

Read and Understood. TWC will use existing University owned coaxial cable where it is up to specifications and available for TWC to use and we will install coaxial cable where it is required in order to serve all of the locations listed. There will not be a need for any receivers or additional equipment for our Standard video service, provided the TV's being used are cable-ready.

SCOPE OF WORK

A. The bid must list the basic package available to all students and the monthly fees (based on room occupancy) that will be assessed. The basic service should include:

KREM Spokane, WA (CBS)	A&E	C-SPAN 2
KUID	Bloomberg	ESPN
KXLY Spokane, WA (ABC)	BET	ESPN 2
MSNBC	CNBC	ESPN News
KHQ Spokane, WA (NBC)	FOOD	ESPN Classic
KSPS (PBS)	Fox News	CNN
Public Access	KQUP	USA
KAYV (FOX)	C-SPAN	Discovery

Nickelodeon	MTV-2 or CMT	Food Network
ABC Family	Comedy Central—Spike TV	Tech TV
AMC	E!	TLC

Weather	Sci-Fi	Animal Planet
CNN Headline News	TNT	TV Land
VH-1	NFL	Court TV
VH-1 Classic	College Sports	WE
MTV	Cartoon Network	FX

TBS	Lifetime

The above list is meant to provide a guideline for the basic package. Based on student input and the service provider's package selection, certain stations may be added or deleted without impacting the cost of the service. This process would be included in the negotiations.

Read and Understood Exceptions: NFL network is unavailable. Tech TV (G4), Bloomberg, ESPN News, ESPN Classic, VH-1 Classic, are available at extra expense for individual subscription. In addition to the channels listed in 3A, we include the following:

KLEW, QVC, KGPX, KSKN, My Network TV, KXMN, TV Guide Channel, HSN, Disney and a International Channel.

See Attachment # 1 for a complete listing of the channel lineup and our pricing for additional channels. The offering for all locations includes the channels marked as Basic and Expanded Basic

B. Where it is technically and economically feasible, the University would be interested in providing our students the capability to upgrade, at their personal expense, to a premium package that would include HBO, STARZ, Showtime, Cinemax and other "premium" channels. The students would have the right to negotiate separately with the cable/satellite provider for these services and the University would not be a part of those negotiations.

Read and Understood

See attachment #1 for a full listing of the available additions to the service offering. These include multiplexed HBO, multiplexed Showtime, multiplexed Starz, multiplexed Cinemax, International Foreign Language channels, Digital Tier service, HD Premium channels, free HD channels, Video on demand options with also in most cases, our high speed internet access and our digital phone services for those who want even more services.

The pricing is listed on the attachment #1.

C. Targhee Hall is located across campus and separate from the other residence halls. The University is interested in a proposer installing a stand-alone cable/satellite TV system for Targhee Hall that does not require separate receivers for each room.

Read and Understood Our service meets this requirement, with no additional expense to the University. TV's must be cable-ready.

D. The contractor must supply a satellite/cable television service and equipment that is the latest technology in the industry.

Read and Understood

E. The system will provide a University Information Channel. This channel shall be provided at no additional cost to the university.

Read and Understood

F. The Television System must include an Emergency Notification System that will be compatible with the University's existing system.

Read and Understood

TERM OF CONTRACT:

A. The term of the contract will be for five (5) years beginning on July 1, 2010. The contract can be extended after that 5 year period pursuant to the agreement of the University and the vendor.

Read and Understood

INSTALLATION:

A. The successful vendor will specify all equipment and provide an installation plan which shall include the following as a minimum:

1. The signal strength needs to be consistent throughout all the buildings and rooms that receive service.
2. Maximum total rooms and lounges serviced during the academic year (August through May): 1512
Maximum Summer Service: 155 rooms.

Read and Understood. Upon award, we will provide our construction and installation plan. All services will be provides as per our specifications, which will be sufficient for provision of all services proposed herein with consistent signal strength for all locations specified in this RFP.

B. HEADEND ROOM

The successful vendor will incur the cost of installing a state-of-the-art Headend room. The space will be provided by the University of Idaho at no cost to the successful vendor. The current space measures approximately 21 feet by 12 feet with 10 foot ceilings. Air conditioning is provided by a window type unit mounted on an exterior wall. Current electrical capacity includes three 120 volt circuit breakers plus a separate circuit for room cooling.

1. The successful proposer will provide training to selected University Housing staff so that UH staff can provide routine preventative maintenance and repair to any part of the satellite/cable system. Should the discrepancy be beyond the repair capabilities of the UH staff, the successful proposer shall provide a qualified maintenance technician to remedy the discrepancy (see section C.2.)
2. Channel receivers, modulators will be property of the successful vendor. The equipment racks will remain the property of the university. The current racks are sufficient to hold modulators and other necessary equipment for the channel selection described in para. 3.A.
3. During the life of this contract, equipment shall be upgraded as technology and television industry standards change, subject to cost negotiations.

Read and Understood. Due to the system for delivery of services we use, HFC, we will not require any headend room, circuit breakers or air conditioning or cooling. We will provide sufficient training for your staff so they understand our services and method of delivery. We will respond to service calls within 4 hours of notification.

There will not be any equipment upgrade costs during the life of contract for U of I.

C. PREVENTATIVE MAINTENANCE

1. The successful vendor shall be required to train University Housing staff on routine preventative maintenance requirements on the headend room, the cable/satellite system, amplifiers and connections.
2. The successful vendor will present a plan that describes how quickly a technician will be on site to correct any service disruption.

Read and Understood. Our response time to arrive on site to correct any service disruption will be within 4 hours of notification.

D. COST SHEET

1. The University is requesting proposals from vendors for a turnkey cable/satellite television service. Evaluations shall be in accordance with the criteria in Section Five. Bids shall include proposed pricing for premium channels that will be invoiced and paid separately from the University Contract. Individual students would be responsible for their premium channel charges.

NOTE: All costs are to be included below. The University may add or delete rooms as external conditions dictate. Invoicing for the summer months and school year should be at the same rate in a given year.

<u>Description</u>	<u>Unit Cost</u>
<u>Year 1</u>	
a. Basic Cable/Satellite Service, including all = \$13,104.52 per month including all maintenance	\$8.69 per month per room x 1508
August to May	
b. Basic Cable/Satellite Service, including all rooms = \$1,346.95 per month including all Maintenance, per room X 155 rooms from May to August	\$8.69 per month per room x 155
c. One time installation of all equipment in all equipment charges.	no installation charges or
Areas.	
d. Optional Premium Channels	see attachment 1
<u>Year 2</u>	
a. Basic Cable/Satellite service, including all maintenance, per room X 1508 rooms from August to May.	same as year 1
b. Basic Cable/Satellite service, including all maintenance, per room X 155 rooms from	same as year 1

May to August.

c. Optional Premium Channels	same as year 1

Year 3

a. Basic Cable/Satellite service, including all maintenance, per room X 1508 rooms from August to May.	same as year 1

b. Basic Cable/Satellite service, including all maintenance, per room X 155 rooms from May to August.	same as year 1

c. Optional Premium Channels	same as year 1

Year 4

a. Basic Cable/Satellite service, including all maintenance, per room, X 1508 room from August to May.	same as year 1

b. Basic Cable/Satellite Service, including all maintenance, per room X 155 rooms from May to August.	same as year 1

c. Optional Premium Channels	same as year 1

Year 5

a. Basic Cable/Satellite service, including all maintenance per room, X 1508 rooms from August to May.	same as year 1

b. Basic Cable/Satellite service, including all maintenance per room X 155 rooms from May to August.	same as year 1

c. Optional Premium Channels	same as year 1

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

Read and Understood

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

Read and Understood

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

Read and Understood

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

Read and Understood

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

Vendor evaluation will be based on the material contained in the proposal and also information obtained from references provided by the proposer.

The University reserves the right during the Request for Proposal (RFP) evaluation process to arrange interviews with proposing companies and may ask for clarification and/or documentation in addition to that which was submitted in the proposal.

All proposals shall be reviewed to verify that the University's minimum requirements have been met. Proposals meeting the minimum requirements shall be reviewed and scored by a panel. The panel shall award points based on the criteria described below. The panel's assessment of points shall be final and the award shall be made to the proposer with the highest score.

1. Criteria

- A. Pricing—Points shall be assigned on the price bid of the proposal. The lowest total yearly cost shall receive maximum points. 25 points
- B. Technology—Points shall be assigned based on compliance with technology requirements put forth in this RFP. The University is considering either cable or satellite services, whichever is most cost effective, reliable, and meet student needs/requirements. 20 points
- C. Educational Institution Experience
Points shall be assigned based on the experience of the proposer in working with educational institutions comparable to the University of Idaho 15 points
- D. Channel Line-up
Points shall be assigned to the proposer who is able to meet stated channel line-up requirements 20 points
- E. Installation/Maintenance/Emergency Response
Points shall be assigned to the proposer with a plan that includes prompt installation and emergency response as well as a total maintenance program. 20 points

Total Points Possible per Proposal 100 Points

Read and Understood

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements.

Read and Understood. Exception: Any terms or conditions added to those contained herein, are subject to mutual agreement between TWC and U of I.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

Read and Understood. Exception: TWC reserves the right to assign this Agreement to any affiliate capable of fulfilling our obligations under this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

Read and Understood

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default.

Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

Read and Understood Exception: Contractor should be given 30 days to cure any default. In no event shall either party be liable to the other for any indirect, consequential, special, incidental, reliance, or punitive damages (including but not limited to any lost profits) arising out of, or relating to the services, or either parties performance or non-performance under the terms of this agreement, even if advised of the possibility of such damages.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

Read and Understood

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

Read and Understood

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

Read and Understood

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

Read and Understood

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

Read and Understood. Please note that the billing system we use generates bills in advance. However, we accept the terms of 6.9 and will accept payment after receipt of services and within (30) days as stated in 6.9.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

Read and Understood

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

Read and Understood

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

Read and Understood

6-13 BINDING EFFECT

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

Read and Understood

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

Read and Understood. Exception: TWC is making a significant capital investment in distribution system fiber and cable for this project. The terms of section 6.3 should apply in this eventuality to the extent that TWC should be reimbursed for its expenses in the event that this Agreement is cancelled by University of Idaho for failure to appropriate funds.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

Read and Understood

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

Read and Understood. Exception: TWC is making a significant capital investment in distribution system fiber and cable for this project. The terms of section 6.3 should apply in this eventuality to the extent that TWC should be reimbursed for its expenses in the event that this Agreement is cancelled by University of Idaho in order to comply with Governor's executive order.

6-17 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

Read and Understood

6-18 CONTRACTOR REPRESENTATIONS

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

Read and Understood

6-19 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

Read and Understood. Exception: Prior to commencement of construction by TWC of our distribution system, U of I will provide TWC with written notice of approval by Regents.

TWC is making a significant capital investment in distribution system fiber and cable for this project. If U of I awards this service to TWC and requires that TWC initiate construction prior to approval by Regents, then TWC will be reimbursed for its actual construction expenses incurred in the event such approval is not granted and the Agreement is voided by U of I.

6-20 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

Read and Understood

6-21 HEADINGS

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

Read and Understood

6-22 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

Read and Understood

6-23 TIME OF ESSENCE

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

Read and Understood**6-24 WAIVER**

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

Read and Understood**6-25 FORCE MAJEURE**

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

Read and Understood**6-26 NO JOINT VENTURE**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

Read and Understood**6-27 INFORMATION TRUE AND CORRECT**

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

Read and Understood**6-28 EQUAL OPPORTUNITY**

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

Read and Understood**6-29 CONFIDENTIALITY**

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

Read and Understood

6-30 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

Read and Understood

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and .

Read and Understood

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

Read and Understood. Exception: Contractor's indemnification of the University and the State will be limited to acts of gross negligence or willful misconduct.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

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

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

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

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

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

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

Read and Understood

7.3.2 Required Insurance Coverage.

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

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

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

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor,

even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

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

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

Read and Understood

**UNIVERSITY OF IDAHO
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
 2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
 3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
 4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
 5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
 6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
 7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
 8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University Of Idaho Department Of Purchasing Services.
 9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
 10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
 11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
 12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
- Exception: Contractor should be given 30 days to cure any default or breach. In no event shall either party be liable to the other for any indirect, consequential, special, incidental, reliance, or punitive damages (including but not limited to any lost profits) arising out of or relating to the services or either parties performance or non-performance under the terms of this agreement, even if advised of the possibility of such damages.**

13. **TRADEMARKS:** Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.
14. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. **TAXES:** The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
16. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
17. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
Exception: TWC reserves the right to assign this Agreement to any affiliate capable of fulfilling our obligations under this Agreement.
18. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
20. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
21. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
Exception: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public but also notes that because the prices quoted herein include the amortization over the term of this Agreement, of Contractor's construction and installation costs that will be incurred prior to initiation of service to the U of I, Contractor is unable to warrant that the prices charged will not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities, because in order to initiate service to those other customers, TWC may incur significantly reduced construction and installation expenses prior to initiation of service.
22. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but

is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

23. **UNIVERSITY REGULATIONS:** Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

Read and Understood

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor****If bid is awarded to Contractor****Page 1 of 2****Give this form to your insurance agent / broker****Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.****Certificates without a copy of these instructions will not be accepted.**

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
 Attn: Risk Management
 P.O. Box 443162
 Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

Exhibit A – Request for Certificate of Insurance from Contractor****If bid is awarded to Contractor****Page 2 of 2**

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

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

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

Attachment 1: Channel lineup and Pricing for Additional services
Attachment 3: Additional local school references

Broadcast Basic

2	KREM 2 CBS Spokane WA
3	KLEW 3 CBS Lewiston ID
4	KXLY 4 ABC Spokane WA
5	QVC
6	KHQ 6 NBC Spokane WA
7	KSPS 7 PBS Spokane WA
8	COLLEGE INFORMATION CHANNEL
9	KAYU-Fox 28 Spokane WA
10	KWSU 10 PBS Pullman WA
11	Palouse Bulletin
12	KUID 12 PBS Moscow ID
13	PEG
14	KGPX 34 ION Spokane WA
15	KSKN 22 CW Spokane WA
16	COLLEGE EMERGENCY ALERT
17	My Network TV-KXMN
19	HSN
20	TV Guide Channel
21	C-SPAN
22	C-SPAN 2

Expanded Basic

23	Disney Channel
24	ESPN
25	ESPN2
26	Fox Sports Northwest
27	CNN
28	USA Network
29	The Discovery Channel
30	Nickelodeon
31	ABC Family
32	AMC
33	A&E
34	Headline News
35	The Weather Channel
36	VH1
37	MTV
38	TNT
39	Comedy Central
40	Spike TV
41	E! Entertainment Television
42	Syfy

63	MSNBC
64	Oxygen
65	BET
66	MTV2
70	International Channel
98	College Sports
148	Speed Channel

43	Fox News Channel
44	CNBC
45	TLC
46	Cartoon Network
47	CMT
48	Northwest Cable News
49	Animal Planet
50	TV Land
51	TruTV
52	Travel Channel
53	History
54	FX
55	Bravo
56	TBS
57	HGTV
58	Lifetime
59	Hallmark Channel
60	ShopNBC
61	Food Network
62	EWTN / Inspiration

** Equipment per room should not be required to receive the channel listing above. i.e. receivers

Student Add-On Options That Can Be Billed Directly to the Student

Movie Channels	International Channels**	Ancillary Services
\$8.00 - \$14.00	\$15.00 ea.	Pricing will vary depending on packaging
THE MOVIE CHANNEL TIER	Filipino Channel	High Speed Internet
STARZ TIER	TV Asia	Digital Phone
HBO TIER - 12 channels	TV Japan	Digital Equipment
Showtime TIER	TV Russia	\$7.99
Cinemax TIER	Zhong Tian Channel	Standard Receiver
** multiple channels offered within each movie tier	CCTV-4	High Definition Receiver
	TV 5	High Definition Digital Video Recorder (DVR)
	RAI	Pricing will vary
	ART Network	Video On Demand / Pay-Per-View**

** Specific channel listings for the digital tiers are attached

Channel listing for optional packages

Digital Choice Red \$9.00

101	Golf Channel
102	ESPN Classic
103	ESPN News
104	Current
105	Fuse
106	NBA TV
108	Nick Jr.
109	Disney XD
110	Boomerang
111	Discovery Kids
113	Sundance
114	Discovery Health
115	FiTV
117	BBC America
118	CSPAN3
119	CHBC World
120	Halogen
121	EWTN
122	Daystar
123	BYU
124	Fox Business Channel
126	Military Channel
127	Fox Reality -Nat Geo Wild 3/28
128	Fox Movie Channel
130	American Life TV
134	MTV Jams
135	MTV Tr3s
136	GAC
137	Centric (BET J)
138	Chiller
140	Sleuth
142	The Science Channel
143	Style Network
144	WE
146	TBN
147	VH1 Classic Rock
148	Speed Channel
150	Versus
153	Fox Soccer Channel

Digital Choice Blue \$9.00

162	ESPN-U
163	Fox Soccer Channel
164	Tennis Channel
165	Nick Too
166	Nicktoons
167	Teen Nick
168	G4
169	FamilyNet
160	Gospel Music Channel
161	GSN
163	DIY Network
164	Fine Living
166	Biography
167	National Geographic Channel
168	Investigative Discovery
169	Fuel TV
171	Bloomberg TV
176	Independent Film Channel
177	Lifetime Movie Network
181	Logo
183	History International Channel
186	CMT Pure Country
187	MTV Hits
192	MLB Network
193	The Sportsman Channel
194	Reelz Channel
196	Turner Classic Movies
196	SoapNet
197	The Outdoor Channel
198	Ovation
199	The Word Network
200	VH1 Soul

Movie Pack \$8.00

276	Encore
277	Encore (West)
278	Encore Action
279	Encore Action (West)
280	Encore Drama
281	Encore Drama (West)
282	Encore Love
283	Encore Love (West)
284	Encore Mystery
285	Encore Mystery (West)
286	Encore WAM
288	Encore Westerns
289	Encore Westerns (West)
290	Flix
291	Flix (West)
292	Fox Movie Channel
293	Independent Film Channel
295	Sundance

Sports Pack \$8.00

261	CBS College Sports Network
262	FCS Atlantic
263	FCS Central
264	FCS Pacific
265	Fuel TV
266	NBA TV
267	The Sportsman Channel
268	The Tennis Channel
269	Fox Soccer Channel
260	Golf Channel
261	ESPN News
262	Outdoor Channel
263	ESPN-U
264	Game Show Network



PREMIUM CHANNELS OFFERINGS IN DETAIL

HOME BOX OFFICE

401	HBO
404	HBO (West)
406	HBO 2
408	HBO 2 (West)
410	HBO Comedy (West)
411	HBO Family
412	HBO Family (West)
413	HBO Latino
415	HBO Latino (West)
416	HBO Signature
418	HBO Signature (West)
418	HBO Zone (West)

Showtime

426	Showtime
427	Showtime (West)
428	Showtime Too
429	Showtime Too (West)
430	Showtime Showcase
431	Showtime Showcase (West)
432	Showtime Beyond
433	Showtime Beyond (West)
434	Showtime Extreme
435	Showtime Extreme (West)
436	Showtime FamilyZone
437	Showtime FamilyZone (West)
438	Showtime Next
439	Showtime Next (West)
440	Showtime Women

Cinemax

450	@Max
452	5 StarMax
453	ActionMAX
454	ActionMAX (West)
456	Cinemax
457	Cinemax (West)
458	MoreMax
459	Moremax (West)
460	OuterMax
462	ThrillerMAX (West)
463	W Max

THE MOVIE CHANNEL

470	TMC
471	TMC (West)
472	TMC Xtra
473	TMC Xtra (West)

STARZ

480	Starz
481	Starz (West)
482	Starz Cinema
483	Starz Cinema (West)
484	Starz Comedy
485	Starz Edge
487	Starz in Black
490	Starz Kids and Family

PREMIUM PRICING

- 1st Premium = \$14
 2nd Premium = \$12
 3rd Premium = \$10
 4th Premium = \$8
 5th Premium = \$8

TIME WARNER CABLE

HIGH DEFINITION OPTIONS
** MUST HAVE AN HD RECEIVER

HD Basic ** FREE WITH AN HD BOX

702	CBS HD - KREM 2 (Spokane)
703	KLEW-HD
704	ABC HD - KXLY 4 (Spokane)
706	NBC HD - KHQ 6 (Spokane)
707	PBS HD - KSPS 7 (Spokane)
709	KAYU-HD FOX (Spokane)
710	KWSU-HD
712	PBS HD - KUID 12 (Moscow)
715	KSKN-HD

HD Expanded ** FREE WITH AN HD BOX

676	Hallmark Channel HD
676	MTV HD
677	VH1 HD
678	BET HD
679	CMT HD
680	Spike HD
681	Nickelodeon HD
682	Comedy Central HD
751	HD Theater
752	TNT HD
753	ESPN HD
764	ESPN 2 HD
765	Palladia-HD
756	A&E-HD
757	TBS-HD
758	Lifetime Movie Network-HD*
759	BRAVO-HD
760	FX-HD
761	Hallmark Movie Channel-HD*
762	AMC-HD
763	DISCOVERY-HD
764	TLC-HD
765	ANIMAL PLANET-HD
766	SCIENCE-HD*
767	NATIONAL GEO-HD *
768	HISTORY-HD
770	HGTV-HD
771	FOOD NET-HD
772	CARTOON NETWORK-HD
774	ABC FAMILY-HD
775	DISNEY-HD
776	DISNEY XD-HD*
777	USA-HD
778	SyFy-HD
779	Golf Ch HD*
780	SPEED CH-HD *
781	OUTDOOR CH-HD *
782	ESPNews-HD *
783	ESPN U-HD *
784	Versus -HD*
785	CNN-HD
786	Fox News-HD
788	CNBC-HD
790	Weather Channel HD
791	Travel Channel HD
799	Fox Sports Northwest HD

HD Pack - \$8.00

551	Smithsonian-HD
554	MGM-HD
565	RFD-HD
566	Universal HD
567	MAV-HD

** CHANNELS LISTED WITH AN ** MUST
HAVE CORRESPONDING DIGITAL TIER
IN ORDER TO RECEIVE

Franklin Elementary
850 SE Klemgard
Pullman, WA 99163
509 334 5641
Brian Moore – Principal
brianm@psd267.wednet.edu
estimated student body – 310

Jefferson Elementary
1150 NW Bryant St
Pullman, WA 99163
509 332 2617
Craig Nelson – Principal
cnelson@psd267.wednet.edu
estimated student body – 405

Lincoln Middle School
315 SE Crestview
Pullman, WA 99163
509 334 3411
Cameron Grow – Principal
cgrow@psd267.wednet.edu

Pullman High School
510 NW Larry St
Pullman, WA 99163
509 332 1551
Joe Thornton – Principal
jthornton@psd267.wednet.edu

Sunnyside Elementary
425 SW Shirly
Pullman, WA 99163
509 334 1800
Rick Bates – Principal
rbates@psd267.wednet.edu

Lena Whitmore Elementary
110 South Blaine
Moscow, ID 83843
208 882 2621
Tony McDonnell – Principal
mcdonnell@msd281.org

Logos School
110 Baker St
Moscow, ID 83843
208 882 1226
Matt Whitling - Principal
logosmain@turbonet.com
Estimated student body – 236

McDonald Elementary
2323 E D St
Moscow, ID 83843
208 882 0228
Laurue Austin – Principal
austinl@msd281.org
estimated student body – 450

Moscow High School
402 E 5th St
Moscow, ID 83843
208 882 2591
Bob Celebrezze – Principal
celebreb@sd281.k12.id.us

Moscow Junior High School
1410 E D St
Moscow, ID 83843
208 882 3577
Dale Kleinert – Principal
dkleiner@msd281.org
estimated student body – 600

J Russell School
119 N Adams St
Moscow, ID 83843
208 882 2715
Edward Norman – Principal
normane@msd281.org
estimated student body – 170

St Marys Catholic Elementary
School
412 N Monroe St
Moscow, ID 83843
208 882 2121
Sister Margaret Johnson – Principal
sisterm@stmarysmoscow.com

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Construction Phase Authorization Request - ASUI Kibbie Activity Center (Kibbie Dome) Enhancement Project

REFERENCE

August 2006	Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 14 of the approved minutes.
February 2007	Information Item, UPDATE: Technical Assessment & Feasibility Study, Proposed University of Idaho (UI) Events Pavilion and ASUI Kibbie Activity Center Improvements. Notification of the Immediate Code Compliance, Guest and Participant Safety Issues documented in the Technical Assessment & Feasibility Study. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 12 of the approved minutes.
April 2007	Capital Project Authorization, Replace Artificial Turf, ASUI Kibbie Activity Center. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 9, page 19 of the approved minutes.
December 2007	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 8, page 8 of the approved minutes.
December 2008	Capital Project Initial Construction Phase Authorization, and Construction Loan Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements. Business Affairs and Human Resources Agenda—Finance Agenda, Item Nos. 2 & 3, page 13 of the approved minutes.
February 2010	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Enhancement Project. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 3, page 14 of the approved minutes
February 2010	Capital Project Construction Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements – East End Wall Replacement.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

Business Affairs and Human Resources Agenda—
Finance Agenda, Item No. 4, page 15 of the approved
minutes

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1
and Section V.K.2,

BACKGROUND/ DISCUSSION

In 2006, the University initiated a Technical Assessment & Feasibility Study of a proposed events pavilion and of the Kibbie Dome. A team of consultants headed by Opsis Architecture and Hastings-Chivetta conducted a technical evaluation of the facility and identified a series of life safety improvements necessary for the Kibbie Dome.

The University is currently proceeding with these life safety improvements. Installation of a new turf play surface in the Kibbie Dome was authorized by the Board in April of 2007 and the installation was completed in September of 2007. The initial phase of construction of life safety improvements to include replacement of the west end wall, installation of fire detection and suppression systems in the interstitial roof truss space and additional west end field level egress was authorized by the board in December of 2008. That initial phase of life safety improvements is now complete. The replacement of the west wall portion of the scope of work of the project was completed in August of 2009 and has not only improved safety in the Kibbie Dome, it has transformed the character of the Kibbie Dome.

In February of 2010, the Board of Regents authorized the University to proceed with the replacement of the east end wall – the final phase of the Life Safety Improvements project. That project is now underway. Preliminary work and material ordering and gathering is currently in progress and the project is planned to enter the active construction phase of the work later this year.

In addition to the on-going life safety improvements, the Technical Assessment & Feasibility Study recommended a further series of amenity renovations intended to give a 'face-lift' to the 35 year old facility, enhancing the functionality of the facility, and improving spectator comfort through concession and seating upgrades. These amenity renovations are separate and distinct from the life safety improvements, and, they are to be funded by a separate source of developed and gifted funds.

Overall Project Description

The ASUI Kibbie Activity Center Enhancement Project consists of the following elements:

- Construction of a new Media and Game Operations Box to be located above the north concourse and seating area of the Kibbie Dome.

- Conversion of the existing Media and Game Operations Box currently located above the south concourse seating area of the Kibbie Dome. This existing structure will be expanded and renovated to serve as a Club Level in support of enhanced spectator seating opportunities, including alcohol service in a controlled environment to patrons of the Club Level, Suite Seating and Club Seating
- Construction of suite-style seating boxes to be located on the south concourse/seating area
- Construction of Club Seating areas to be located on the south concourse/seating area.
- Additional miscellaneous improvements aimed at enhancement of spectator comfort and upgraded seating in the ASUI Kibbie Activity Center.

The University has worked diligently over the course of the past year to identify and refine the improvements and enhancements necessary to achieve the goals and intent of the Technical Assessment & Feasibility Study in the most efficient and achievable manner. This currently, proposed scope is much reduced and much more efficient than that originally envisioned. This allows the University to meet the goals and intents of the original vision while providing much greater value to our stakeholders.

Relocation of the media and game management operations to a new location above the north concourse will allow a purpose-built space supporting these needs that is fully compliant with the functional needs of the media, coaching and facility management staffs in a code compliant and fully accessible facility.

This relocation further frees up the south side concourse and structures to be expanded and renovated in a manner creating enhanced seating opportunities and spectator comfort facilities on par with the current state of the art for modern, exciting spectator venues and arenas. Location of these facilities on the south concourse allows a versatility of use in support of a variety of events, to include the Lionel Hampton International Jazz Festival, varsity football, varsity men's and women's basketball, regional and community events, etc.

The total Capital Project Cost to include design, construction and associated soft costs for this series of enhancements and improvements is \$5,310,000. The Design Phase cost to include architectural fees, survey costs, plan check fees and other associated miscellaneous costs for this effort is estimated at \$671,000.

Existing Board of Regents Authorization

At the February 18, 2010, meeting, the Board of Regents authorized the University to begin the design phase of the project. Since that time, the University has completed contracts with the architect and has initiated the design phase. Initial meetings with the stakeholders were held in March of 2010, and are on-going as the project progresses.

Funding

Concurrent with the planning and design, the University has engaged in fundraising activities. The University has enjoyed success in this endeavor and sufficient gift pledges are currently in place to fully service the estimated project cost. Thus, the project will be 100% privately funded. The University of Idaho Foundation has cash in hand for this project of approximately \$1.5 million and additional recorded pledges of \$4.8 million to be collected over the next five years. Additional pledges are being sought to meet an overall fund raising goal of \$6.8 million. The schedule of current pledge payments and the timing of construction expenses indicate that the University will need to borrow approximately \$2.9 million to cover the project cash flow needs for the months of July through November 2011. It is the intent of the University to secure a bank loan to cover these cash flow requirements. The loan capital will be limited to the absolute minimum required to meet the difference between the projected cash flow needs and the available cash gifts. The repayment schedule for this loan will be for 4 to 5 years, depending on final bank terms and the schedule for pledge payments. Pledged gifts would cover all financing costs associated with the loan. Current pledges include funding for a planned Maintenance Endowment for the facility of approximately \$590,000. If necessary, these Maintenance funds could be used toward loan repayment.

Current Authorization Request

With this item, the University seeks authorization for the remainder of the project and the Construction Phase in the additional amount of \$4,639,000. This request will bring the total project authorization to \$5,310,000.

This project directly supports the University's strategic plan and its education and outreach goals. It is fully consistent with the stated goals and intents of the Technical Assessment & Feasibility Study for the ASUI Kibbie Activity Center as described both herein and to the Board in previous presentations, the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan. The Kibbie Activity Center is an iconic structure which serves a wide variety of campus and community needs, supporting general education, recreational, athletic, and community events. It also serves as a staging and response center in regional emergencies.

IMPACT

The immediate fiscal impact of this effort is \$5,310,000. As stated above, this consists of the \$671,000 design phase authorization currently in place and a \$4,639,000 construction phase authorization.

BUSINESS AFFAIRS AND HUMAN RESOURCES**JUNE 17, 2010**

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 4,102,250
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 671,000
Other (UI/Bond)	\$ 0	Contingency	\$ <u>536,750</u>
Private	\$ <u>5,310,000</u>		
Total	\$ 5,310,000	Total	\$ 5,310,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The Board approved design for this project in February. The University is now requesting final project approval. The University represents that the project is consistent with campus long range and master plans. Project cost is estimated at \$5.3M. The project will be financed entirely with pledged private donations. However, in order to manage the project cash flow, the University intends to seek a bridge loan from a lender of its choice of approximately \$2.9M. The plan is to have a commitment letter from their lender by June 14, 2010. Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to implement the construction phase Kibbie Activity Center Enhancement Project, for a total project cost not to exceed \$5,310,000, and to authorize the University of Idaho to execute all requisite consulting, design and vendor contracts necessary to fully implement the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the request by the University of Idaho to obtain financing from a lender of its choice for approximately \$2.9 million for the purpose of partially financing the Kibbie Activity Center Enhancement Project, and to authorize the Vice President for Finance & Administration to execute all necessary documents on behalf of the Board of Regents. Said financing shall be secured, if applicable, in accordance with Section 33-3804(j), Idaho Code, and at an interest rate not to exceed 5.50%.

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 May 6, 2010

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** ASUI Kibbie Activity Center (Kibbie Dome) Enhancement Project, Moscow, ID
- 2 Project Description:** Implement enhancements and improvements to the Dome. In accordance with the vision of the Technical Assessment & Feasibility Study, the project scope includes a series of amenity renovations intended to give a 'face-lift' to the 35 year old facility, enhancing the functionality of the facility, and improving spectator comfort through concession and seating upgrades. These amenity renovations are separate and distinct from the Life Safety Improvements, and, they are to be funded by a separate source of developed and gifted funds.
- 3 Project Use:** Functional and amenity renovations within the Dome.
- 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 Design Phase Authorization - Feb 2010	\$ -	\$ -	\$ 671,000	\$ 671,000	\$ 671,000	\$ -	\$ -	\$ 671,000
Construction Phase Authorization - Jun 2010	\$ -	\$ -	\$ 4,639,000	\$ 4,639,000	\$ -	\$ 4,102,250	\$ 536,750	\$ 4,639,000
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs	\$ -	\$ -	\$ 5,310,000	\$ 5,310,000	\$ 671,000	\$ 4,102,250	\$ 536,750	\$ 5,310,000

History of Funding:	PBF	ISBA	Other Sources of Funds-----				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Initial Authorization Request - Design Phase Feb 2010	\$ -		\$ 671,000			\$ 671,000	\$ 671,000	
Add'l Authorization Request - Construction Phase Jun 2010	\$ -		\$ 4,639,000			\$ 4,639,000	\$ 4,639,000	
	\$ -		\$ -			\$ -	\$ -	
						-	-	
						-	-	
Total	\$ -	\$ -	\$ 5,310,000	\$ -	\$ -	\$ 5,310,000	\$ 5,310,000	

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Request for approval of sponsorship agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.6.b

BACKGROUND/DISCUSSION

The University of Idaho has an offer from Litehouse, Inc. for sponsorship and naming rights. Under the agreement, Litehouse will pay \$200,000 per year from 2011 through 2015 in exchange for naming the ASUI Kibbie Dome premium seating area the "Litehouse Center" and for other promotional considerations in conjunction with University of Idaho athletic events and marketing as follows:

- Litehouse logo placed on the Kibbie Dome football field beginning with the first home game played in the Kibbie Dome for the Fall 2010 football season and continuing through the last Home football game played in the Kibbie Dome for the Fall 2020 football season.
- Placement of the Litehouse logo at the Litehouse Suite entrance on the main concourse.
- Placement of the Litehouse logo and approved branding on all Vandal Scholarship Fund mailings and the bi-monthly Athletic Director Newsletter.
- The University of Idaho Department of Athletics will feature current Litehouse products exclusively for all athletic events and events surrounding athletic game day experiences.
- President Nellis and the University will actively support discussions between Sodexo, Inc. and Litehouse for Litehouse products to be preferred for campus food service through Sodexo. The choice of vendors and products used by Sodexo for University food service ultimately remains with Sodexo.

IMPACT

This five-year sponsorship agreement is worth \$1 million.

ATTACHMENTS

Attachment 1 – Proposed Agreement

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Litehouse is a Sandpoint-based company best known for its salad dressings. Both the company's CEO and its Chairman of the Board (sons of the company's founder) are UI alumni. This sponsorship agreement is a cornerstone for the private financing of the ASUI Kibbie Dome enhancement project. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

BOARD ACTION

A motion to approve the request by the University of Idaho to enter into a sponsorship agreement with Litehouse, Inc. in substantial conformance to the form submitted to the Regents as Attachment 1, and to authorize the Vice President of Finance and Administration to execute the agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

University of Idaho Agreement

THIS AGREEMENT is executed and effective as of the 2nd day of April 2010, by and between Litehouse Inc. ("Litehouse"), and The Regents of the University of Idaho (University). **In consideration** of the facts and circumstances and the mutual agreements set forth herein, in reliance upon those agreements, and for good and other valuable consideration, Litehouse and the University agree as follows:

1. Litehouse agrees to pay the University \$200,000 on or before the 30th day of June each year, commencing June 30th, 2011, and continuing until paid in full no later than the 30th day of June, 2015. See payment schedule below.
 - \$200,000 due on or before the 30th of June, 2011
 - \$200,000 due on or before the 30th of June, 2012
 - \$200,000 due on or before the 30th of June, 2013
 - \$200,000 due on or before the 30th of June, 2014
 - \$200,000 due on or before the 30th of June, 2015

2. In return, the University will provide the Litehouse the following benefits from August 1, 2010 through December 31, 2020:
 1. Logo placed on the ASUI-Kibbie Dome football field beginning with the first home game played in the ASUI Kibbie Dome for the Fall 2010 football season and continuing through the last Home football game played on the ASUI-Kibbie Dome football field for the Fall 2020 football season.
 2. Litehouse Center – the area encompassing the proposed premium seat area (club room, suites, club seating) will be called the Litehouse Center and will include the Litehouse logo on the outside of this area and inside the Club Room.
 3. Litehouse Suite and Tickets:
 - a. Litehouse shall be entitled to use of one Vandal Suite for entertaining guests and clients for all home football games;
 - b. Litehouse shall receive eight (8) season tickets for home football games; and
 - c. Litehouse will have the right of first refusal for eight (8) tickets to any other public ticketed event or activity held in the ASUI-Kibbie Dome.
 4. Placement of the Litehouse logo at the Litehouse Suite entrance on the main concourse.
 5. Placement of the Litehouse logo and approved branding on all Vandal Scholarship Fund mailings and the bi-monthly Athletic Director Newsletter.
 6. The University of Idaho Department of Athletics will feature current Litehouse products exclusively for all athletic events and events surrounding athletic game day experiences. To the extent Litehouse develops or acquires new products after the date of this agreement, such products will be considered for exclusive feature for athletic events and athletic game day, provided such exclusivity does not violate then existing contractual obligations of the University.
 7. President M. Duane Nellis and the University will actively support discussions between Sodexo, Inc. and Litehouse for Litehouse products to be preferred for campus food service through Sodexo. The parties acknowledge that while the University can encourage discussions with Sodexo, the choice of vendors and products used by Sodexo for University food service remains with Sodexo. A determination by Sodexo to utilize other products shall not, in and of itself, be a default or grounds for termination of this agreement.

3. Litehouse Logo approval and license. University has approved the Litehouse logo to be used in conjunction with this agreement (a rendition of which is attached hereto as Exhibit "A"). Litehouse shall make no changes to the logo during the term hereof without prior written consent of the University, to ensure the logo remains appropriate for use in conjunction with University programs and facilities. University is hereby granted a license by Litehouse for the use of the logo for the purposes set out in this agreement. Included in the University's license granted hereunder is the right of the University to utilize the Litehouse logo in University marketing materials and media materials that relate to University programs which utilize the ASUI-Kibbie Dome facility wherein the Litehouse Center is to be located.

4. **Regents' approval.** This Agreement is subject to approval by the Regents of the University of Idaho, and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.
5. **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.
6. **Counterparts.** This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.
7. **Venue; Governing Law.** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of 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.
8. **Grammatical Usage.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
9. **Survival of Terms.** The terms and provisions of this Agreement, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties shall survive the expiration or termination of this Agreement, unless otherwise stated in this Agreement.
10. **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.
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.

The University of Idaho:

Donors:

By: _____

University of Idaho

(*Litehouse Inc.*)

By: _____

Rob Spear, Director of Athletic

(*Litehouse Inc.*)

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Formation of an Applied Research Entity

REFERENCE

February 2010

Executive Session

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.

BACKGROUND/DISCUSSION

The University is requesting authority to participate in establishing an Applied Research Entity to be known as the University of Idaho Laboratory of Applied Science and Research, Inc. (LASR), to expand on the University's fiscal impact within the state, and to transfer, over time, the University's Center for Advanced Microelectronics and Biomolecular Research (CAMBR) operations into the entity.

LASR entity

The applied research entity is a concept that has been used at other research institutions as a means of fostering research, transferring technology, and creating opportunities for research relationships and projects with the private sector that are not feasible within the context of the University proper. LASR will be a not-for-profit corporation, established as a separate legal entity for the purpose of supporting the University's research efforts. LASR will create additional opportunities for faculty and student participation in research and opportunities for technology transfer into the private sector as a means of economic growth in the State of Idaho. In addition, LASR will be an economic driver in the region, as an employer of researchers and staff.

LASR will act in the nature of a technology transfer entity under the exception to the Board's policy on affiliated foundations (see SBOE/Regents Policy V.E.2.) In that regard, and recognizing the separate legal status of the entity, the University would apply all applicable policies of the Regents and the University with respect to all transactions with LASR, including mandated approvals of contracts pursuant to SBOE/Regents Policy V.I. and Regents approval of any asset transfers to the entity.

Attached hereto are draft articles of incorporation, corporate bylaws and a general operating agreement which outline the University's participation in the governance of LASR. As stated above, specific transactions for specific projects between LASR and the University will be subject to separate contracting pursuant to Regents review as per policy.

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CAMBR transfer

CAMBR was created at the University of Idaho in 2001 to conduct research in microelectronics including ultra-low power and radiation tolerant integrated processors, primarily for NASA., and to explore the integration of microelectronics into biochemistry and bio-molecular applications. CAMBR has operated as an essentially self-funding center at the University since its inception.

CAMBR was created and remains located at the University's research park in Post Falls, Idaho. The nature of CAMBR as a self-funded center and its location in the Post Falls research park makes it an ideal candidate to provide the initial population of research talent for implementation of LASR, and to provide an initial business base for LASR operations. CAMBR can bring with it a historically stable inventory of research projects and the ability to continue its relationship with NASA. CAMBR also will provide a proven research team with a broad knowledge base in electronics, applicable to many areas of business in Idaho and the Pacific Northwest, including utilities, engineering companies and manufacturing.

Attached is a transition budget for the initial operations of LASR based on projections for CAMBR operations and projects to be transferred to LASR as well as potential projects to be developed by the LASR staff. The University anticipates a transition period throughout fiscal year 2011 to encompass the initial incorporation of LASR and establishment of the initial directors and management team. The transition will also accommodate time for LASR to establish a federal F&A return rate for federal funding and then an orderly transition of current operations and projects now under CAMBR. In this time the University and LASR will also negotiate and submit for approval a services agreement for University support services for LASR.

IMPACT

Creation and operation of LASR is intended to be financially neutral to the University. LASR will fund its own operations from revenues from research grants and contracts.

ATTACHMENTS

Attachment 1 – Articles of Incorporation	Page 5
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Attachment 3 – General Operating Agreement	Page 23
Attachment 4 – Transition Budget	Page 25

STAFF COMMENTS AND RECOMMENDATIONS

While CAMBR is a research center within the University, its employees and operations are largely self-funded with soft funding. Its status as a University unit, however, actually can limit its flexibility in working with the private sector. Businesses are sometimes reluctant to engage in applied research work with

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public institutions due to heightened sensitivities surrounding confidentiality and ownership of intellectual property. In addition, university research generally has a more long-term, academic focus. In contrast, LASR's non-profit status would provide it with the flexibility to take on short-term applied research projects, which would be more closely aligned to the needs of the private sector. At the same time, the University would still be available for backup for longer-term questions or problems. In addition, LASR would provide an independent venue for faculty and student to engage in applied research work with opportunities for technology transfer.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to participate in the formation of the applied research entity to be known as LASR in substantial conformance with the documents attached to the Board materials, and to then accomplish the transfer of operations of the Center for Advanced Microelectronics and Biomolecular Research to the applied research entity.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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ARTICLES OF INCORPORATION
OF
UNIVERSITY OF IDAHO
LABORATORY OF APPLIED SCIENCE & RESEARCH, INC.

The undersigned, being over the age of eighteen (18) years, and for the purpose of forming a nonprofit corporation under the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 of the Idaho Code, hereby certifies and adopts the following Articles of Incorporation:

Article One

The name of the corporation is the UNIVERSITY OF IDAHO LABORATORY OF APPLIED SCIENCE & RESEARCH, INC., and its existence shall be perpetual.

Article Two

The address of the registered office of the corporation in the State of Idaho is 110 E. Wallace Avenue, Coeur d'Alene, ID 83814, and the name of its registered agent at that address is Paul W. Daugharty, P.A.

Article Three

The name and mailing address of the incorporator of the corporation is Paul W. Daugharty, P.A., 110 E. Wallace Avenue, Coeur d'Alene, ID 83814.

Article Four

1. The Corporation is formed for the purpose of engaging in any lawful act for which a nonprofit may be organized under Title 30, Chapter 3 of the Idaho Code lawful nonprofit purposes and objectives, which include but are not otherwise limited to, the following:

- a. Conducting research in areas deemed appropriate by the governing Board of Directors and consistent with the charitable, scientific, literary, research, educational, and service goals of the University of Idaho.
- b. Acquiring and disseminating knowledge, supporting the education, research, and public service functions of the University of Idaho.
- c. Executing, administering, letting and performing any and all contracts, subcontracts and agreements desirable and proper in order to perform and complete the activities of the Corporation including, without limitation, contracts and agreements with the University of Idaho and other entities.
- d. Acquiring facilities by lease, purchase, or otherwise, and operating such as may be desirable in order to carry out the charitable, scientific, literary,

research, educational, and service programs of both the Corporation and the University of Idaho.

- e. Receiving real and personal property from public and private sources, receiving grants and other monies from agencies of the United States, grants, contributions and endowments from foundations, public and private corporations, and the general public, without limitation.
 - f. Employing personnel and engaging contractors and consultants in order to accomplish the purposes of the Corporation.
 - g. Using and/or applying the whole, or any part of, the resources generated by the Corporation exclusively for charitable, scientific, literary, research, educational, or service purposes to benefit the Corporation and the University of Idaho.
2. Stock will not be issued. If and when the Corporation is dissolved, its assets will be distributed pursuant to the provisions of Article Ten. None of the assets will be distributed to private individuals.
3. The Corporation will not have members.

Article Five

The Corporation will seek a federal tax exemption as defined under Internal Revenue Code §501(c)(3) for its own income and will seek a ruling that contributions to the organization are federally tax deductible. If the Corporation becomes tax exempt in either category, it will perform any act required to retain tax exempt status and will refrain from any activities forbidden by Internal Revenue Code §501(c)(3).

Article Six

At all times, the Corporation's investments and investment policy will be consistent with its nonprofit purpose, and income and assets will be generated only to carry out the nonprofit purpose.

Article Seven

1. The number of Directors of this Corporation shall be fixed in the Bylaws and may be changed from time to time by amending the Bylaws.
2. The Corporation shall have Officers as provided in the Bylaws. Such Officers shall be elected or appointed by the Directors of the Corporation at such time, and in such manner, and for such terms as may be prescribed in the Bylaws. The Officers and Directors of the Corporation will not be personally liable for the Corporation's debts and

liabilities, and their personal property is exempt from seizure or levy to pay obligations of the Corporation.

3. The powers of the Corporation will include all powers granted by the State of Idaho to nonprofit Corporations including those set forth pursuant to Title 30, Chapter 3 of the Idaho Code. In addition, the Corporation's powers shall include the following, to the extent not prohibited by the State of Idaho or Federal Law:

- a. To solicit, collect, receive, hold, invest, distribute, and disburse funds in the form of donations, gifts, bequests, and subscription;
- b. The power to accept gifts from individuals, corporations and foundations in furtherance of the Corporation's nonprofit purpose; and
- c. To borrow funds with or without security, on terms at least as favorable as those offered on the open market, to carry out the Corporation's nonprofit purpose as authorized by the Corporation's Directors.

Notwithstanding the foregoing, the Corporation's powers shall be limited as follows:

- i. The Corporation shall not have nor exercise any power of authority expressly, by interpretation or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent it from qualifying and continuing to qualify as described in Article V.
- ii. No part of the assets or net earnings of the Corporation shall ever inure to the benefit of or be distributable to its Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred.

4. The initial Directors of this Corporation shall be nine (9) in number and their names and addresses are as follows:

<u>Name</u>	<u>Address</u>

5. The term of the initial Directors shall be until the first annual meeting of the Corporation or until their successors are elected and qualified.

Article Eight

_____ The Corporation's Board of Directors shall not be individually liable for the debts or obligations of the Corporation. Furthermore, no Director or Officer of the Corporation shall be personally liable to the Corporation for civil claims arising from acts or omissions made in the performance of his or her duties, unless the acts or omissions are the result of intentional misconduct.

Article Nine

Power to amend the organization's Articles of Incorporation and Bylaws will rest with the Board of Directors. An amendment can be had by the affirmative vote of sixty-six and two-thirds of the Directors, present and voting at a regular or special meeting.

Article Ten

Upon dissolution or final liquidation, the assets of the Corporation remaining after discharge of the debts and obligations of the Corporation shall be distributed exclusively to the University of Idaho, or to such other charitable, scientific, literary, research or educational organizations designated by the University of Idaho which would then qualify under the provisions of the Internal Revenue Code §501(c)(3).

Article Eleven

The undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Idaho, and in pursuance of the Idaho Non-Profit Corporation Act, does hereby make and file these Articles of Incorporation, and does hereby declare and certify that this is her act and deed and the facts herein stated are true.

IN WITNESS WHEREOF, these Articles of Incorporation are executed in duplicate on the ____ day of _____ 2010.

_____, Incorporator

STATE OF IDAHO)
 ss.
County of Kootenai)

On this ____ day of _____, 2010, before me, the undersigned Notary Public in and for said state, personally appeared _____, being first duly sworn under oath, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at _____
My commission expires: _____

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BYLAWS
OF
UNIVERSITY OF IDAHO
LABORATORY OF APPLIED SCIENCE & RESEARCH, INC.

Article One
Guiding Philosophy

The Directors, Officers and employees of the Corporation will strive to:

- * Promote ethical work standards where the highest quality of achievement is aspired to and expected.
- * Appoint and retain the highest caliber of staff and students that can be attracted where integrity, intelligence, self-motivation, expertise, performance, commitment, and fairness are prime considerations.
- * Create an efficient operation in which each individual expeditiously performs multiple tasks, as needed, to maximize quality output at the most attractive cost-performance tradeoff.
- * Create a stimulating, challenging, and fair work environment in which individuals are able to learn and advance professionally.
- * Foster cooperative research endeavors with public and private enterprises including institutions of learning, private businesses, individuals, and government agencies, leading to the dissemination and application of knowledge, discoveries, inventions, and technology for the greatest public good.
- * Enhance the University of Idaho's ability to meet its mission and goals by cooperative use of Corporation and University of Idaho resources including, facilities, faculty, researchers, staff and students.

Article Two
Board of Directors

a. Number. The number of directors on the Board of Directors shall be no fewer than five (5) or more than nine (9). Provided, however, the number shall always be odd.

b. Ex-Officio Directors on the Board. Ex-Officio Directors on the Board shall include the Corporation's President and other key persons as approved by a majority vote of the

Board of Directors. Ex-Officio Directors shall not count against the number of Directors allowed in these Bylaws. Provided, however, the number of Ex-Officio Directors shall not exceed five (5) and Ex-Officio Directors shall not be entitled to vote on any matter coming before the Board of Directors.

c. Manner of Selection and Vacancies. Appointments to fill vacancies or make additions to the Board of Directors shall be made by the President of the University of Idaho with the concurrence of the Board of Directors. Provided, however, the President of the University of Idaho shall request nominations from the Board of Directors. Such recommendations and nominations shall be made by resolution of a majority of the Board of Directors at a regularly scheduled meeting.

The University of Idaho will have representation on the Board of Directors, including the University's Vice-President of Research and the University's Vice-President of Finance and Administration (or their designees), provided however, the University's representation of the Board of Directors shall not constitute a majority of the full membership on the Board.

d. Term. Each Director, whether by initial appointment or appointment to a vacancy, shall serve for a term of two (2) to five (5) years as designated by the Chairman of the Board of Directors. The Chairman shall manage the length and/or start dates of terms to preclude, to the extent possible, more than three (3) new Directors being appointed in an one year. A person filling a vacancy is eligible for reappointment in the same manner as set forth in paragraph (c) above. A Director may resign at any time by delivering a written resignation to the President, a Vice-President, or the Recording Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed by majority vote of the Board of Directors, upon adequate opportunity for hearing before the Board of Directors.

e. Actions by the Board.

- i. The Directors shall only act as a board, and the individual Directors shall have no power as such. At all meetings of the Board of Directors, the presence of a majority of the then total appointed and acting number of Directors shall be necessary and sufficient to constitute a quorum for transacting business. Except as otherwise required herein, in the Articles of Incorporation, or by statute, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. The actions of a majority of the Board of Directors shall be valid and binding, if reduced to writing and signed by such majority, though not taken at a regular or special meeting. Provided, however, such writing must be transmitted to the Recording Secretary with five (5) business days and attached to the minutes of the next meeting of the Board of Directors.

- ii. The Board of Directors provides oversight and direction for the Corporation's policies, procedures and resource allocations, makes recommendations for the development of Corporation projects, assists in the development of effective relationships between the University of Idaho and various Corporation programs, and seeks to enhance and strengthen the research capabilities at the University of Idaho.
- iii. Ex-Officio Directors have all rights of participation in discussion and contribution, except for voting at meetings of the Board of Directors. Provided, however, they may be excluded from specific matters by the Chair of the Board of Directors or by a majority vote of the Board.
- iv. The property, affairs, and business of the Corporation shall be subject to oversight by the Board of Directors.
- v. The Board of Directors may from time to time organize standing or ad hoc committees to provide greater insight into specific areas for which the Corporation's Board of Directors is responsible. Said committees are to be chaired by a Director and serve with other Directors and non-directors who have expertise relating to specific committee responsibilities. Committee chair or member assignments may change at any time as approved by the Board of Directors.

f. Conflict of Interest.

- i. A Director is considered to have a conflict of interest if: (1.) the Director has existing or potential financial or other interest in a matter before the Board which might reasonably appear to impair the Director's independent, unbiased judgment in the discharge or responsibility; or (2.) the Director is aware that a family member, or any organization of which the family member is an officer, director, employee, member, partner, trustee or controlling stockholder, has existing or potential financial interest in any matter before the Board.
- ii. Any possible conflict of interest on the part of any Director or officer shall be disclosed to the Board of Directors and made a matter of record, either through an annual procedure or when the interest becomes relevant to any matter before the Board.
- iii. Any Director having a possible conflict of interest regarding a matter before the Board shall not vote or use his or her personal influence on the matter. Such Director shall not be counted in determining the meeting quorum regarding actions related to the potential conflict. The minutes of the meeting shall reflect such disclosure, abstention from voting, and the resulting quorum for action on the matter. The

foregoing requirements shall not be construed as preventing the Director from briefly stating his or her position in the matter, or from answering pertinent questions from other Directors since his or her knowledge may be of assistance. Provided, however, the Director may not participate in any debate regarding the matter.

- iv. This paragraph (f) shall not prohibit a Director, or an organization in which a Director has a financial interest from pursuing s Corporation purchase or contract.

g. Meetings.

- i. Regular Meetings. The Board of Directors shall meet quarterly unless otherwise determined by the Board. Directors may appear by telephone or streaming video if approved by the Chair. The first regular meeting held during the first quarter of each fiscal year shall be the annual meeting. The specific time and place of each regular meeting shall be fixed by the Chair of the Board of Directors. The purpose of the regular Board meetings shall be to establish or update policies, appoint officers, review finances, review on-going programs, plan and prioritize future directions, and perform any other appropriate functions as necessary for business operations as allowed pursuant to State and federal law. Directors, Ex-Officio Directors and Officers are invited to submit agenda items to the Recording Secretary or Chair of the Board of Directors fifteen (15) days prior to the subject quarterly meeting date. Ten (10) days prior to the meeting date the Recording Secretary shall give written notice of the time, place and location of such meeting to each Director. The Chair of the Board of Directors shall prepare an agenda for issuance by the Recording Secretary with said notice.
- ii. Special Meetings. Special meetings, in addition to a regular meeting, may be called by the Chair of the Board of Directors, or by written request to the Recording Secretary from a majority of the Directors. Written notice of the time, place and subject matter of each special meeting shall be given to each Director at least ten (10) days before the meeting date.

h. Leadership of the Board. The Corporation's Board may elect, by a majority vote, a Chair and Vice Chair, and may appoint a Recording Secretary.

i. Chair. The Chair of the Corporation's Board shall serve to carry out the goals and objectives of the Corporation, and shall:

- * Have and exercise general charge and supervision of the affairs of the Corporation and the Corporation's Board.

- * Provide oversight and guidance to the Corporation's President or designee who is responsible for the administration of the affairs of the Corporation.

- * Do and perform such other duties as assigned by the Board.

ii. Vice Chair. The Vice Chair of the Corporation's Board shall serve to carry out the goals and objectives of the Corporation, and shall:

- * In the absence of the Chair of the Corporation's Board, carry out all obligations and responsibilities assigned the Chair.

- * Do and perform such other duties as assigned by the Chair.

- * Do and perform such other duties as assigned by the Board.

iii. Recording Secretary. The recording Secretary may also serve as Administrative Assistant. Duties shall include:

- * Prepare and distribute notices, agendas, waivers and minutes of all Board meetings.

- * Keep records containing the name of all Directors, Ex-Officio Directors and Officers of the Corporation, including their place of residence.

- * Perform such other duties as assigned by the Chair.

iv. Administrative Assistant. The Administrative Assistant may also serve as Recording Secretary. Duties shall include:

- * Have custody of and maintain the corporate seal and such corporate books, documents, archives and papers as instructed.

- * File all reports required by Idaho law.

- * Perform such other duties as assigned by the Corporation's President or Chair.

Article Three Officers

a. Membership. Corporation Officers may consist of a President, Treasurer, Vice President for Business Operations, and as many Vice Presidents and Division Executives as the Board may appoint. One person may hold more than one position as appointed by

the Board. Provided, however, no person holding two or more offices may act in or execute any instrument in the capacity of more than one office.

b. Appointment. Corporation Officers shall be appointed and/or reappointed at an annual meeting of the Board of Directors and each shall serve until resignation, removal, or until a successor is appointed. A vacancy may be filled by the Board at a regular or special meeting.

c. Removal. Any Officer may be removed by a majority vote of the Board at either a special meeting or regular meeting.

d. Salaries. The salaries or other compensation of Officers shall be reviewed annually, adjusted if necessary and approved by the Board or designated committee. No Officer shall be prevented from receiving a salary or compensation by reason of the fact that they are also a Director.

e. Surety Bonds. If required by the Board, an Officer shall execute to the Corporation a bond in such amount and with such surety or sureties as directed, contingent upon the faithful performance of such Officer's duties, including responsibility for negligence and for the accounting of all property, monies, or securities of the Corporation which may come into his or her hands.

f. Duties and Authority. The responsibilities and authority of Officers and other leaders shall be as follows:

i. President. The President of the Corporation is an Officer and serves at the will of the Board. The duties of the President include:

- * Direct day-to-day business affairs of the Corporation consistent with the direction of the Board.
- * Advise, guide and direct the employees or representatives of the Corporation as they carry out the plans and programs, ensuring consistency with Board approved policy and procedure.
- * Exercise signature authority required by law to commit the Corporation and its assets and resources to the achievement of its mission, limited only by the Articles of Incorporation, these bylaws and Idaho law.
- * Oversee the human resources of the Corporation to assure that each individual is fairly treated in all aspects of their career.

- * Formulate policies for consideration and ratification by the Board.
- * Establish goals and objectives for the Corporation and ensure that operations are being carried out in concurrence with stated goals.
- * Oversee the adequacy and soundness of the Corporation's financial structure.
- * Represent the Corporation with the University of Idaho, funding agencies and the community.

ii. Vice President of Business Operations. Duties of the Vice President of Business Operations include:

- * Assist the Board and the President in the oversight and execution of the business of the Corporation.
- * Manage, review and direct accounting, communications, contracts and pricing, corporate events, information technology and logistics areas and audits, budgets and fiscal planning associated with these areas of assigned responsibility.
- * Assure compliance with laws and regulations as well as terms and conditions of contractual commitments within the specific areas of assigned responsibility. Provide on-site services where necessary in order to meet the needs of individual research organizations or divisions.
- * Have such other powers and duties as the President and Board may determine or as delegated or assigned by the Chair.

iii. Treasurer. Duties of the Treasurer include:

- * Have custody of all funds, property and securities of the Corporation.
- * File or cause to be filed all financial, business and tax reports required by the federal or state tax codes.
- * Execute and issue leases, invoices, receipts, vouchers and checks and make payment on behalf of the Corporation.

- * Keep accurate and full account of monies and obligations of the Corporation, and make such records available to the Board or other Officer upon reasonable times upon request.
- * Have such other powers and duties as the President and Board may determine or as delegated and assigned by the Chair.

iv. Division Executives. Duties of Division Executives, if appointed, include:

- * Have full authority to conduct the oversight and management affairs of the division, including commitment of resources to fully operate the division.
- * Establish and manage projects to assure the success of the research and creative work efforts.
- * Direct the affairs of the division, deciding the scope and depth of the technical direction, making scientific decisions, and driving the success of the division.
- * Assuring that all division activity is in accordance with the non-profit status of the Corporation.
- * Perform other duties as the President and Board may determine.

Article Four
Execution Of Instruments

a. Contracts. All contracts which are to be executed by the Corporation shall be signed by someone authorized by company policies such as the President or Vice President for Business Operations.

b. Other Instruments. Other instruments such as promissory notes, drafts, checks, endorsements and leases shall be signed by the officers or individuals as determined by resolution of the Board.

c. Classified Contracts. Contracts of a classified nature shall be handled and signed by those with specific and appropriate clearances. The Board may, by resolution, authorize such classified contracts to be managed and controlled by the President or Vice President for Business Operations.

d. Loans. No loan or advance shall be contracted on behalf of the Corporation. No negotiable paper or other evidence of its obligation under any loan or advance shall be issue in the Corporation's name. No property of the Corporation shall be mortgaged,

pledged, hypothecated, or transferred as security for payment of any loan, advance, indebtedness, or liability of the Corporation unless and except as expressly authorized by resolution of the Board.

Article Five
Voting Upon Stock Of Other Corporations

Unless otherwise ordered by the Corporation's Board of Directors, the Chair shall have full power and authority on behalf of the Corporation to vote either in person or by proxy at any meeting of the stockholders of any corporation in which the Corporation may hold stock.

Article Six
Gifts And Contributions

The Corporation will seek a federal tax exemption as defined under Internal Revenue Code §501(c)(3) for its own income and will seek a ruling that contributions to the organization are federally tax deductible. If the Corporation becomes tax exempt in either category, it will perform any act required to retain tax exempt status and will refrain from any activities forbidden by Internal Revenue Code §501(c)(3). As such, the following shall apply:

a. Solicitations. Contributions and gifts may be solicited by representatives assigned by the Chair to promote, sponsor and carry out the purposes of the Corporation.

b. Deposit and Use of Contributions. Unless otherwise provided by the donor, all contributions received by the Corporation shall be deposited and held by the Corporation and may be used and disbursed by the Board to promote, sponsor and carry out the purposes for which the Corporation is organized.

c. Restricted Gifts. The limitations and restrictions upon any grant, gift, donation, bequest or devise shall be respected. Restricted gifts shall conform to all applicable state and federal laws and regulations.

d. Operating Expenses. The operating expenses of the Corporation may be defrayed by funds contributed directly to the Corporation or from income and other resources of the Corporation, from whatever source realized, except as restricted or specified in paragraph (c) above.

Article Seven
Liability And Indemnification

Directors, Ex-Officio Directors, Officers and employees of the Corporation shall not be individually or personally liable for the debts or obligations of the Corporation and shall be indemnified by the Corporation against all financial loss, damage, costs and expense incurred by or imposed upon them in connection with or resulting from any civil or criminal

action, suit, proceeding, claim of investigation in which they may be involved by reason of any action taken or omitted to be taken by them in good faith as a Director, Ex-Officio Director, Officer or employee of the Corporation.

Provided, however, the indemnification set forth above is subject to the condition that a majority of the Board, provided a quorum is present, who are not parties to such action, suit proceeding, claim of investigation or, if there be no such quorum, independent counsel selected by a quorum of the entire Board, shall be of the opinion that the involved person or persons exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances, or that such person took or omitted to take such action in reliance upon advice of counsel of the Corporation, or upon information furnished by a Director or Officer of the Corporation, and accepted in good faith and prudence by such person.

The indemnification set forth above shall inure to the benefit of the heirs, executors and personal representative of any Director, Officer or employee and shall not be exclusive of any other rights to which such person may be entitled by law or equity or under any resolution adopted by the Board.

Article Eight

Independent Audit And Fiscal Year

After the close of each fiscal year, the Corporation's Board of Directors shall cause an audit, as required by law or as directed by the Board, of all Corporation assets and accounts to be made. The fiscal year of the Corporation shall be from _____ through _____.

Article Nine

Items of Value

_____ Funds, grants, property, intellectual property, rights, claims, and every other item of value received, acquired, or developed by the Corporation shall be held by the Corporation and invested, sold, reinvested, marketed, or otherwise managed under the direction of the Board.

Article Ten

Corporate Seal

The seal of the Corporation shall be in the form of a circle and shall bear the full name of the Corporation and the date of incorporation. The specific form of the Corporation seal shall be adopted by resolution of the Board.

Article Eleven

Amendments

These bylaws may be altered, amended, repealed, or new bylaws adopted by an affirmative vote of a majority of the Board at any regular or special meeting, subject to prior

notification of such proposed action in a published agenda, and with a copy of the specified changes to be considered provided in advance to each Director.

Approved and adopted by Resolution of the Board of Directors on this ____ day of _____ 2010.

University of Idaho Laboratory of Applied
Science & Research, Inc.

By _____
_____, Chair

Attest:

By _____
_____, Recording Secretary

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COOPERATIVE AGREEMENT
between
University of Idaho
and
University of Idaho Laboratory of Applied Science & Research, Inc.

This Agreement is made and entered this ____ day of _____, 2010, by and between the UNIVERSITY OF IDAHO, (hereinafter "Idaho") and the UNIVERSITY OF IDAHO LABORATORY OF APPLIED SCIENCE & RESEARCH, INC., (hereinafter "Corporation"). The use of the phrase "the parties hereto" shall be understood to refer to Idaho and the Corporation.

RECITALS

- A. The Corporation's mission is aligned with the mission of Idaho and a purpose of the Corporation is to support Idaho as set forth in the Articles of Incorporation filed on the ____ day of _____, 2010.
- B. The parties hereto recognize that both parties benefit from the general relationship existing between them.
- C. The parties hereto wish to formalize their agreement concerning the terms and conditions of said relationship.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the covenants and conditions set forth in this Agreement, the Corporation and Idaho agree as follows:

1. **Joint Participation.** The parties hereto recognize that joint participation and regular interaction among employees of both the Corporation and Idaho is beneficial and encouraged. This may include service on committees, councils, review boards and/or other activities identified by either party for the mutual benefit and interest of both parties.

2. **Idaho's Representation on Corporation's Board.** Idaho will be allowed representation on the Corporation's Board of Directors as set forth in the Bylaws. Provided, however, Idaho's representation on the Board shall not constitute a majority of the Board.

3. **Financial Matters.** Neither the Corporation or Idaho may obligate the other party without prior written approval.

4. **Cost Recovery.** The parties hereto shall allocate costs associated with reciprocal operations in a fair and equitable manner so that the full and independent costs of such operations

can be recovered by the respective parties.

5. **Classified Activities.** The Corporation shall be responsible for site security and providing all applicable registrations, approvals and reviews.

6. **Export Activities.** The Corporation shall be responsible for all matters pertaining to export control and providing all applicable registrations, approvals and reviews.

7. **Research Compliance and Export Control.** The Corporation shall be responsible for all matters pertaining to research compliance and export controls.

8. **Subsequent Agreements.** The parties hereto anticipate that they may enter into subsequent written agreements on a project by project basis setting forth the parties respective duties and obligations in regard to such projects. As such, the parties hereto acknowledge and agree that any such agreement shall govern for the purpose of any such specified project.

9. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties.

10. **Cooperation of the Parties.** The parties hereto agree to do all acts and things necessary to make, execute and deliver any and all written instruments as shall from time to time be reasonably required to carry out the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

University of Idaho

University of Idaho Laboratory of Applied
Science & Research, Inc.

By: _____ By: _____
_____, President _____, Chair

LASR transition budget - year ending June 30, 2011

ATTACHMENT 4

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Totals
Expenses													
1 Salaries - research	74,561	74,561	74,561	74,561	74,561	74,561	74,561	74,561	74,561	74,561	74,561	74,561	894,732
2 Salaries - service center	8,372	8,372	8,372	8,372	8,372	8,372	8,372	8,372	8,372	8,372	8,372	8,372	100,464
3 Salaries - admin	6,109	6,109	6,109	6,109	6,109	6,109	6,109	6,109	6,109	6,109	6,109	6,109	73,308
4 Salary - director	0	0	0	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	112,500
5 Fringes	27,867	27,867	27,867	31,617	31,617	31,617	31,617	31,617	31,617	31,617	31,617	31,617	368,154
6 Facility rent	12,854	12,854	12,854	12,854	12,854	12,854	12,854	12,854	12,854	12,854	12,854	12,854	154,248
7 Communication	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	15,840
8 Software & tools	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	126,000
9 Supplies	500	500	500	500	500	500	500	500	500	500	500	500	6,000
10 Travel	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
11 Legal/Accounting	0	0	0	5,000	5,000	5,000	1,000	1,000	1,000	1,000	1,000	1,000	21,000
12 UI support	0	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	10,000	60,000
13 Other													0
14													
15 Total expenses	143,083	143,083	143,083	164,333	164,333	164,333	170,333	170,333	170,333	170,333	170,333	170,333	1,944,246
16													
17 Funding sources													
18													
19 Existing grants - salaries	385,400												385,400
20 Existing grants - fringe	190,357												190,357
21 Existing grants - other	549,200												549,200
22 New / pending grants					716,643								716,643
23 F & A return			31,500	126,000		31,500			31,500			31,500	252,000
24 State funding												75,000	75,000
25 Other													
26													
27 Funding Balance	1,124,957	981,874	870,291	853,208	1,405,518	1,272,685	1,108,352	938,019	799,186	628,853	458,520	394,687	2,168,600
28 Expenses	143,083	143,083	143,083	164,333	164,333	164,333	170,333	170,333	170,333	170,333	170,333	170,333	
29 Net remaining funds	981,874	838,791	727,208	688,875	1,241,185	1,108,352	938,019	767,686	628,853	458,520	288,187	224,354	224,354
30													
31	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Totals

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

LEWIS-CLARK STATE COLLEGE

SUBJECT

LCSC requests Board approval to refinance the current interim financing for Clearwater Hall (residence facility)--total request is for \$4,685,000.

REFERENCE

October 2004	LCSC informed Board of shortage of residence hall space for Lewiston campus.
December 2004	Board asked for needs analysis and competitive RFP.
January 2005	Board asked LCSC to explore possibility of having private firm(s) build new residence halls, and/or advantages of self-financing without a lease.
March 2005	Board approved sale of tax-exempt bonds to fund the construction of a residence hall; however, at Board request, LCSC postponed action until private firms had time to develop proposals.
October 2005	After LCSC was contacted by two firms (each proposing to fund and build a residence hall) the Board approved the sale of lots to provide land for private development of (College Place) residence hall.
June 2006	Board approved management agreement for the first of two privately-developed residence halls (College Place) located adjacent to Campus.
November 2006	Board approved management agreement for the second of two-privately built residence halls (Clearwater Hall) located in downtown Lewiston.
April 2008	Board authorized LCSC to make offer to purchase the residential portion of Clearwater Hall for the higher of \$3.8M or appraised value.
December 2008	Board authorized LCSC to purchase entire facility (upstairs residential space, first-floor "commercial" space, furniture/fixtures/equipment, and land for \$4.5M, subject to subsequent Board approval of financing.
February 2009	Board authorized LCSC to obtain interim financing for \$4.5M from Wells Fargo for the purchase of the Clearwater Hall residential facility in Lewiston, Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.F.1. ("General Powers")

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

BACKGROUND/DISCUSSION

LCSC is seeking approval to refinance the interim financing associated with the purchase of the Clearwater Hall residential facility. Approved by the Board in February 2009, this financing was executed as a promissory note issued on April 23, 2009. The note carries a fixed rate of 4.0% and matures on March 1, 2011.

LCSC has received a proposal from Wells Fargo Bank N.A. to refinance this debt. With a current balance of \$4,393,043, the refinancing would carry a rate of 3.51% fixed for a period of 48 months. Payments of principal and interest would be based upon a 15 year amortization, and total loan costs would approximate \$35,100. Executed as a promissory note, this refinancing would extend the current interim financing agreement at a more favorable interest rate and would carry no prepayment penalties.

In addition, LCSC will consolidate two outstanding small notes (4% Wells Fargo notes previously issued under an existing line of credit) as part of the refinancing agreement. These notes currently are renewed on an annual basis and, if included in this refinancing at 3.51%, would reduce the existing interest obligation. With current balances of approximately \$236,300 and \$55,200, when combined with the Clearwater Hall refinancing, the total refinancing request is \$4,685,000 (rounded to the nearest \$1,000).

Financial statement covenants of borrower for the refinancing include:

- o Unrestricted net liquid assets equal to or greater than \$7,500,000.
- o Ratio of Total Liabilities to Net Worth – not greater than 1 to 1.
- o Debt coverage not less than 1.25 to 1.

LCSC will continue its ongoing effort to secure long-term financing for the Clearwater Hall project when market conditions are favorable. In the meantime, the proposed interim refinancing will provide a better interest rate for a longer period, if needed, than the current interim financing arrangement.

IMPACT

Board approval of the proposed refinancing will give LCSC greater flexibility to explore permanent long term financing while providing a lower interest rate over a longer time period for the interim period and capturing the same favorable interest rate for two other outstanding small promissory notes.

ATTACHMENTS

Attachment 1: Board Authorizing Resolution	Page 5
Attachment 2: Board Office Certification	Page 9
Attachment 3: Loan Agreement (To be provided)	Page 11
Attachment 4: Promissory Note (To be provided)	Page 27
Attachment 5: Wells Fargo Commitment Letter Excerpt	Page 33

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by LCSC to refinance the note financing the off-campus Clearwater Hall residential facility and two smaller promissory notes. The term would be for four years at a fixed rate of 3.51%. The refinancing would provide more favorable interest rates than the current notes carry and provide the College additional time to seek long-term financing for Clearwater Hall. The new note would have no prepayment penalty.

The loan agreement contains certain financial covenants, and the College has represented to staff that it currently satisfies these financial benchmarks and is positioned to continue to do so during the term of the loan.

This request to refinance presents an opportunity for the College to consolidate debt at a favorable term and rate. Staff recommends approval.

BOARD ACTION

To approve the request by Lewis-Clark State College to refinance the current promissory note financing (4.00% for 2 years) for the Clearwater Hall residence facility, and for two other small promissory notes, through a new note from Wells Fargo Bank, N.A., for an amount not to exceed \$4,700,000 at 3.51% interest for a period of 4 years), secured by facility rental revenue, by signing the attached Board Authorizing Resolution and Board Office Certification, and to grant approval for the college's Vice President for Finance & Administration to sign any necessary documents on behalf of the Board of Trustees.

Motion by _____ Seconded by _____ Carried Yes ___ No ___

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AUTHORIZING RESOLUTION

A RESOLUTION OF THE STATE BOARD OF EDUCATION ACTING AS THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AGREEMENT AND A PROMISSORY NOTE WITH WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS WITH RESPECT TO THE REFINANCING OF THE ACQUISITION OF A FACILITY FOR STUDENT RESIDENTIAL HOUSING AND OTHER COLLEGE PROGRAMS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE STATE BOARD EDUCATION ACTING AS BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE (the “College”), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, to borrow money and issue notes or bonds to finance and refinance the acquisition of facilities for student residential housing and other College programs in Lewiston, Idaho through promissory notes (the “Project”); and

WHEREAS, the College desires to refinance certain prior promissory notes for the Project through an Amended and Restated Loan Agreement (the “Agreement”) and Promissory Note (the “Note”) in the amount of up to \$4,700,000 and at a projected rate of interest described in the Agreement and Note with Wells Fargo Bank, National Association (the “Bank”), evidencing a loan (the “Loan”) for the Project;

WHEREAS, in order to refinance the Project, the College proposes to enter into the Agreement, Note and related documents with the Bank (the “Financing Documents”), the form of which have been presented to the Board of Trustees at this meeting; and

WHEREAS, the Board of Trustees of the College deems it for the benefit of the College and for the efficient and effective administration thereof to enter into the Financing Documents on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE as follows:

Section 1. Approval of Documents.

The form, terms and provisions of the Financing Documents are hereby approved in substantially the forms presented at this meeting; and the Bursar of the College is hereby authorized and directed to execute the Financing Documents and to deliver the Financing Documents to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the College shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer.

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 5. Effective Date.

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF TRUSTEES LEWIS-CLARK STATE COLLEGE this 17th day of June, 2010.

THE BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE

By: _____
Printed Name: _____
Title: President, State Board of Education and
Board of Trustees of Lewis-Clark State
College

By: _____
Name: Chet Herbst
Title: Bursar

ATTEST:

By: _____
Printed Name: _____
Title: Secretary of the Board

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CERTIFICATE OF OFFICER OF
THE IDAHO STATE BOARD OF EDUCATION

I, the undersigned, do hereby certify that I am the duly qualified and acting _____ of the Idaho State Board of Education (the "Board").

Attached to this Certificate as Exhibit A is Agenda Item _____ of the Board from the regular public meeting of the Board held on June 17, 2010, which Agenda Item sets forth the motion for approval by the Board, as the Board of Trustees of Lewis-Clark State College, to approve its loan with Wells Fargo Bank, National Association. The Board approved said motion at the said meeting.

I further certify that the meeting was duly called and noticed as a public meeting and a quorum was present throughout.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the seal of the Board this ____ day of June, 2010.

Name: _____
Officer of the Board of Trustees of Lewis-Clark and
the Idaho State Board of Education

Exhibit A

AGENDA ITEM

(attached)

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT, dated as of the 1st day of June, 2010, by and between Lewis-Clark State College, a public body corporate and politic ("Borrower"), whose address is 500 8th Avenue; Lewiston, ID 83501 and WELLS FARGO BANK, N.A., whose address is P.O. Box 917; Lewiston, ID 83501.

WITNESSETH:

WHEREAS, Borrower has, from time to time, acquired real property, equipment and made other significant capital expenditures, and has financed or refinanced the reimbursement or payment thereof under this Loan Agreement; and

WHEREAS, such activity will benefit the Borrower by providing additional student living quarters, parking, accommodate projected growth and increased economic activity in the greater Lewiston, ID and surrounding communities; and

WHEREAS, Borrower, in 1998, requested Bank to extend a credit facility to borrower to allow Borrower to reimburse itself for its purchase of such capital items on the terms, covenants and conditions hereinafter set forth, and in 1998 Borrower and Bank executed this Loan Agreement which has subsequently been amended each year; and

WHEREAS, Bank and Borrower wish to execute this Amended and Restated Loan Agreement (the "Loan Agreement") in order to reflect the complete understanding of the parties as of this date;

NOW, THEREFORE, consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby covenant, contract and agree to and with each other as follows, to-wit:

1. CREDIT FACILITY:

1.01 Commitment. Subject to the terms hereof, the Bank agrees to loan funds to Borrower to refinance certain prior promissory notes to Borrower including its outstanding Promissory Note to Borrower dated April 23, 2009 (collectively, the "Prior Notes") issued to finance the reimbursement or payment of its purchase of real

property, equipment and other capital expenditures for Borrower's student housing program.

1.02 [Reserved].

1.03 Promissory Note. Borrower shall execute a promissory note (the "Note") prepared on a Bank form acceptable to Bond Counsel in the amount of \$4,685,000 in the form attached hereto as Exhibit B with such charges as may be agreed to by the parties. Interest on the principal balance of the Note, from time to time outstanding, will be payable at the interest rate specifically detailed in the following paragraph, 1.05. Such interest shall be payable monthly commencing June 30, 2010 and monthly thereafter, and the final interest payment of any additional interest which has accrued shall be made at the maturity date of the Note. Principal shall also be paid based on a 15 year amortization as provided in the Note.

1.04 Collateral. The Note made hereunder is secured by a pledge to Bank of Borrower's gross student housing fees relating to the housing facilities being financed, less normal operating and maintenance expenses (the "Net Fees"), and Borrower hereby pledges and grants a security interest to the Bank in said Net Fees to the Bank for the payment of such Note, said pledge to remain in effect until such Note is paid in full. Borrower will also execute a pledge agreement with Bank regarding this collateral.

1.05 Interest Rate. The Note will mature 4 years from the date of the Note subject to the following requirements and shall bear interest at 3.51% per annum until the said maturity date.

Interest on outstanding balance of the Note shall be calculated on the basis of a three hundred sixty-five/three hundred sixty-six (365/366) day year for the actual number of days elapsed.

1.06 Term. This Loan Agreement shall terminate upon payment in full of said Note. The Term of the Note shall be 4 years from the date of the Note.

2. GENERAL WARRANTIES OF BORROWER: Borrower warrants that:

2.01 Authority. Borrower has the power to execute, deliver and carry out, as the case may be, the terms and provisions of this Loan Agreement, and the Note and all documents and instruments in connection with or incidental hereto on their part to be executed, delivered or carried out and has taken all necessary action to authorize the execution, delivery and performance thereof, the borrowing hereunder, the making and delivery of the promissory notes and each and every other document or instrument delivered hereunder. This agreement constitutes, and the Note and other documents and instruments issued or to be issued hereunder when executed and delivered pursuant hereto constitute and will constitute the authorized, valid and legally binding obligations of Borrower and in accordance with their respective terms under the substantive law of Idaho in the procedures and courts hereinafter described.

2.02 Legal Opinion. Prior to consummation of the contemplated transaction by this Loan Agreement or the Note, Bank shall have in its possession, with sufficient time to evaluate, legal opinions from counsel in form acceptable to Bank's counsel addressing:

- (a) Legality of the contemplated transaction, terms and uses of proceeds;
- (b) Tax exempt status of contemplated transaction or promissory notes.

2.03 Financial Statements. Current financial statements furnished to Bank by Borrower are true and correct to the best of Borrower's knowledge and belief, and no substantial adverse change has taken place since the dates thereof.

2.04 No Default. Borrower is not in default under any material provisions of any agreement to which it is a part, and neither the execution and delivery of this Loan Agreement or the Note, or other documents or instruments incidental thereof, nor the consummation of the transactions herein and therein contemplated nor compliance with the terms and provisions hereof or thereof will violate any material provision of law or any applicable regulation or adopted constitution, bylaw, ordinance, regulation, code, program, plan, custom or contract of any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, or will

conflict or will be inconsistent with or will result in any breach of any of the material terms, covenants, conditions or provisions of, or constituted default under or result in the creation or imposition of (or the obligation to impose) any lien, charge or encumbrance upon any of the property or assets of Borrower. Except for any further approval of the State of Idaho – Board of Education for the execution of this Loan Agreement or the making of the promissory notes or the performance thereof or specific purchases/expenditures as herein provided, no order, consent, approval or authorization of any governmental or public entity or body, agency, commission or board is necessary for the consummation of the transactions contemplated by this Loan Agreement.

3. AFFIRMATIVE COVENANTS. Throughout the course of this agreement and until the commitment is fully and finally paid, Borrower agrees to:

3.01 Compliance. Comply with all of the terms, conditions and provisions set forth in this and all instruments or agreements executed to, with or in favor of Bank.

3.02 Books and Records. Maintain adequate books and records of account on a consistent basis in accordance with generally accepted accounting principal (GAAP), and permit any representative of Bank at any reasonable time to inspect, audit and examine books and inspect the property of Borrower. At least annually, and more often if Bank deems it necessary, Bank examiners may examine and audit Borrower's books, and records.

3.03 Reports. Borrower shall provide the Bank the following information at the following times:

- (a) Within one hundred eighty (180) days after the end of the Borrower's fiscal year, Borrower shall provide to Bank an audited annual financial statement;
- (b) Borrower shall furnish such supplemental information or documentation with respect to their financial condition and operations as Bank may, from time to time, reasonably request.

3.04 Conduct of Business. Borrower shall conduct its business and affairs in a prudent manner in compliance with all applicable federal, state, county and municipal laws, rules and regulations.

3.05 Litigation. Borrower shall promptly inform Bank of any litigation against Borrower or any other events which may adversely affect Borrower's business operations or financial condition.

3.06 Notice of Default. Borrower will notify Bank immediately if it becomes aware of the occurrence of any event of default or of any fact, condition or event that only with the giving of notice or passage of time or both, could become an event or default, or of the failure of the Borrower to observe any of its undertakings hereunder.

3.07 Preservation of Historical Data. In all of its operations contemplated hereunder, the borrower will comply with the applicable provisions of the National Historical Preservation Act of 1966. In the event any historical or archeological items are discovered in the course of those operations, Borrower will cease operations in the area of the discovery and promptly report the discovery to Bank and proper authorities.

3.08 Arbitrage; Special Tax Covenants The Borrower shall comply with the provisions of this Section unless, in the written opinion of Bank Counsel, such compliance is not required in order to maintain the exemption of the interest on the promissory notes from federal or Idaho income taxation.

The Borrower hereby covenants that it will not make any use of the proceeds of sale of the promissory notes or any other funds of the Borrower which may be deemed to be proceeds of such promissory notes pursuant to Section 148 of the Internal Revenue Code of 1986 (the "Code"), which will cause the promissory notes to be in an "arbitrage bond" within the meaning of said Section. The borrower will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the promissory notes) throughout the term of the promissory notes. All proceeds of any promissory note hereunder shall be immediately disbursed for the intended capital expenditures.

The Borrower hereby further covenants that it will comply with the registration requirements of Section 149 (a) of the Code so long as any portion of the promissory notes is outstanding.

The Borrower hereby further covenants that it will not take any action or permit any action to be taken that would cause the promissory notes to constitute a "private activity bond" under Section 141 of the code and in furtherance thereof, none of the proceeds of the promissory notes will be loaned to, or used in the trade or business of, any entity other than a governmental unit or instrumentality within the meaning of the Code.

The Borrower will file an IRS Form 8038-G for Note within the times required by the Code.

The Borrower hereby designates the Note as "qualified tax-exempt obligation(s)" under the provisions of Section 265(b) of the Code. The Borrower does not expect to issue tax-exempt obligations in an aggregate principal amount in excess of \$30,000,000 during calendar year 2010.

3.09 Taxable Obligations; Non-Bank Qualified Obligations. In the event that the interest on the Note issued under this Loan Agreement shall be determined by the IRS to be subject to federal income tax, and/or be determined not to be a "qualified tax exempt obligation" under Section 265(b) of the U.S. Internal Revenue Code, as amended, then the rate of such interest shall be increased, effective on the date such interest is subject to federal income tax, or is not a "qualified tax exempt obligation," to the rate, calculated by the Bank, which will produce the same after tax yield to the Bank as the rate of interest set forth in this Loan Agreement and the particular promissory note.

3.10 Financial Covenants:

(a) The ratio of Borrower's total liabilities to net assets shall not exceed 1 to 1 as measured annually based on Borrower's annual independent auditor's report, tested annually on June 30 each year, beginning June 30. 2010.

(b) Borrower's unrestricted net liquid assets, based on Borrower's annual independent auditor's report, shall not fall below \$7,500,000, tested annually, on June 30 of each year, beginning June 30, 2010

(c) Borrower shall maintain a Debt Coverage Ratio as of the end of each fiscal year (June 30) of not less than 1.25 to 1.0. "Debt Coverage Ratio" is defined as the sum of net increase in assets (net income) plus depreciation expense, amortization expense, and interest expense divided by the sum of current maturities of long-term debt plus interest expense.

4. NEGATIVE COVENANTS. Throughout the course of this Loan Agreement and until this loan is fully and finally paid, Borrower agrees that, without the written consent of Bank first had and received, they will not:

4.01 Use of Loan Proceeds. Use the loan proceeds for any purpose other than the purchase of real property, equipment, improvements, or other capital expenditures.

5. DEFAULTS.

5.01 Events of Default. The occurrence of any one or more of the following events will constitute an event of default hereunder:

(a) Borrower's failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note.

(b) Borrower's failure to observe or perform any other obligation to be observed or performed by them hereunder or under the Note.

(c) Borrower's failure to observe or perform any obligation to be performed by them under any note(s) between Borrower and any third party.

(d) Any financial statement, representation, warranty or certificate made or furnished by Borrower to Bank in connection with this agreement, or as inducement to Bank to enter into this agreement, or in any separate statement or document to be delivered hereunder to Bank, is materially false, incorrect or incomplete when due.

(e) If Borrower admits its inability to pay its debts as they mature, or shall make an assignment for the benefit of any of its creditors.

(f) The filing of proceedings in bankruptcy, or for reorganization of Borrower or for the readjustment of any of its respective debts, under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing.

(g) If a receiver or trustee be appointed for Borrower or for any substantial part of their respective assets, or if any proceedings be instituted for the dissolution or the full or partial liquidation of Borrower.

5.02 [Reserved].

5.03 Acceleration. Upon the occurrence of any event of default as specified in paragraph 5.01 above, or at any time during the continuance of such event, Bank may give the borrower notice of the default or defaults complained of. Any such notice of default must be in writing and must specify the default or defaults complained of. In the event Borrower fails to cure such default or defaults within thirty (40) days of the date the written notice of default is give to Borrower, Bank may, at its option, without further notice to Borrower, declare all obligations incurred under this commitment, including, but not limited to, the obligations under this Loan Agreement, under the Note evidencing any advances made hereunder to be at once due and payable.

5.04 Remedies. After the acceleration, as provided for in paragraph 5.03, Bank shall have, in addition to the rights and remedies given it by this agreement and the promissory note(s), all those allowed by all applicable laws.

6. GENERAL:

6.01 Construction. The provisions of this Loan Agreement, the Note or other evidence of liability for said liability held by the Bank, shall be construed as complimentary to each other.

6.02 Further Assurance. From time to time, borrower will execute and deliver to Bank such additional documents and will provide such additional information

as Bank may reasonably require to carry out the terms of this agreement and be informed of Borrower's status and affairs.

6.03 Enforcement and Waiver by Bank. Bank shall have the right at all times to enforce the provisions of this Loan Agreement and the Note in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner modified or waived the same. All rights and remedies of Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6.04 Expenses of Bank. Borrower will, on demand, reimburse Bank for all reasonable expenses, including the reasonable fees and expenses of legal counsel for Bank, incurred by Bank in connection with the preparation, administration, amendment, modification or enforcement of this Loan Agreement and the Note, and the collection or attempted collection of the Note, whether any default is ultimately cured or whether Bank is obligated to pursue its remedies hereunder, including such fees and expenses incurred before legal action, during the pendency of any such legal action and continuing to all such fees and expense in connection with any appeal to higher courts arising out of transactions associated herewith, except that if litigation is instituted and Borrower is the prevailing party in such litigation, Borrower, rather than Bank, shall be entitled to recover its reasonable attorney's fees and costs of suit. The obligations of this section shall survive the making of this agreement and the note, including any documents or amendments subsequently executed.

6.05 Notices. Any notices or consents required or permitted by this agreement shall be in writing and shall be deemed delivered or given when delivered in person or when deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, or sent by telegraph. Notices shall be addressed as follows, unless such address is changed by written notice hereunder:

If to Borrower:	Lewis-Clark State College 500 8 th Avenue

Lewiston, ID 83501

If to Bank: Wells Fargo Bank, N.A.
Attn: Ken Schumacher
P.O. Box 917
Lewiston, ID 83501

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. All notices or demands sent in accordance with this Section shall be deemed received on the earlier of the date of actual receipt or five (5) days after the deposit thereof in the mail.

6.06 Binding Effect, Assignment and Entire Agreement. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Borrower has no right to assign any of the rights or obligations hereunder without the prior written consent of Bank. This agreement and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties and may be amended only by a writing signed on behalf of each party.

6.07 Severability. If any provision of this Loan Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

6.08 Arbitration.

(a) Arbitration - Binding Arbitration. Bank and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Section 6.08 (the "Arbitration Program"). A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to this Loan Agreement or any related agreement incorporating this Arbitration Program (the "Documents"), or any past, present, or future loans, transactions, contracts, agreements, relationships, incidents or injuries of any kind whatsoever relating to or involving Business Banking, Regional Banking, or any successor group or department of Bank. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.

(b) Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing this Loan Agreement. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, and may be compelled by summary proceedings in court. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable State Rules of Civil Procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(e) Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The resolution of any Dispute shall be determined by a separate arbitration proceeding and such Dispute shall not be consolidated with other disputes or included in any class proceeding. No arbitrator or other party to an arbitration proceeding may disclose the

existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

(g) Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

6.09 IDAHO STATE NOTICE. Under Idaho Law (§ 9-505(5) I.C.) (if and to the extent applicable hereto), a promise or commitment to lend money or to grant credit in an original principal amount of \$50,000 or more, made by a person or entity engaged in the business of lending money or extending credit, must be in writing or such a promise or commitment is not valid.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

Lewis-Clark State College

By: _____

Its: _____

Wells Fargo Bank, N.A.

By: _____

Its: _____

Exhibit A

Authorized Parties

Bursar of the College.

Exhibit B
Form of Promissory Note
(attached)



200122980321600650

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$4,685,000.00	06-23-2010	06-30-2014	2844816822		804635	Q4398	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501

Lender: Wells Fargo Bank, National Association
Lewiston Business Banking Center
868 Main Street
MAC #U1901-011
Lewiston, ID 83501

Principal Amount: \$4,685,000.00

Date of Note: June 23, 2010

PROMISE TO PAY. Lewis-Clark State College ("Borrower") promises to pay to Wells Fargo Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Million Six Hundred Eighty-five Thousand & 00/100 Dollars (\$4,685,000.00), together with interest on the unpaid principal balance from June 23, 2010, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.510%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 47 regular payments of \$33,622.17 each and one irregular last payment estimated at \$3,706,818.44. Borrower's first payment is due July 31, 2010, and all subsequent payments are due on the last day of each month after that. Borrower's final payment will be due on June 30, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Wells Fargo Bank, National Association, BBG-Boise Loan Operations Center, MAC #U1851-014, Attn: Accounting, PO Box 8203 Boise, ID 83707-2203.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$15.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 4.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

PROMISSORY NOTE (Continued)

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Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Idaho.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

PAYMENT DUE DATE DEFERRAL. Payment invoices will be sent on a date (the "billing date") which is prior to each payment due date. If this Note is booked near or after the billing date for the first scheduled payment, Lender may, in its sole discretion, defer each scheduled payment date and/or the maturity date by one or more months.

FINANCIAL STATEMENTS. Borrower agrees to provide to Lender, upon request, financial statements prepared in a manner and form acceptable to Lender, and copies of such tax returns and other financial information and statements as may be requested by Lender. Each financial statement shall give a full and complete picture of Borrower's financial condition as of the statement's date, with ownership accurately reflected, and shall be signed and dated or otherwise authenticated to Lender's satisfaction. Borrower shall also furnish such information regarding Borrower or the Collateral or the use of loan proceeds as may be requested by Lender. Borrower warrants that all financial statements and information provided to Lender are and will be accurate, correct and complete. Borrower will permit Lender to examine or audit Borrower's books, accounts, and records, including any records in the possession of a third party, at any reasonable time upon request, at no cost to Lender.

EXTENSION AND RENEWAL. Lender may, at Lender's discretion, renew or extend this Note by written notice to Borrower. Such renewal or extension will be effective as of the maturity date of this Note, and may be conditioned among other things on modification of Borrower's obligations hereunder, including but not limited to a decrease in the amount available under this Note, an increase in the interest rate applicable to this Note and/or payment of a fee for such renewal or extension. Borrower will be deemed to have accepted the terms of such extensions and renewals if Borrower does not deliver to Lender written rejection of such renewal or extension within 10 days following the date of the written notice of such changes, or if Borrower draws additional funds following receipt of such notice. After any renewal or extension of Borrower's obligations under this Note, the term "maturity date" as used in this Note will mean the new maturity date set forth in the written notice of extension or renewal of this Note. The Note may be modified, extended and renewed repeatedly in this manner.

APPLICATION OF PAYMENTS. Notwithstanding the application of payment provided in the Payment section of this Note, unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Lender in any order at Lender's sole discretion. If a final payment amount is set out in the Payment section of this Note, Borrower understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described above, the following shall be an Event of Default, if applicable: (i) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower, (ii) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower with an aggregate ownership interest in Borrower of twenty-five percent (25%) or more, or (iii) any of the preceding events occurs with respect to any general partner of Borrower or guarantor of any indebtedness of Borrower under this Note.

DEFAULT RATE. At Lender's option and without prior notice, upon default or at any time during the pendency of any event of default under the Note or any related loan documents, Lender may impose a default rate of interest (the "Default Rate") equal to the pre-default interest rate plus four percent per annum, not to exceed the maximum lawful rate. If the pre-default rate is a floating or adjustable rate based upon an Index, it will continue to float or adjust on the same periodic schedule, and the Default Rate will be a variable rate per annum equal to the applicable Index plus the pre-default margin plus four percent, not to exceed the maximum lawful rate. The Default Rate shall remain in effect until the default has been cured and that fact has been communicated to and confirmed by Lender. Lender may, from time to time in its discretion, adjust or reamortize payments to take into account changes in the interest rate. Lender shall give written notice to Borrower of Lender's imposition of the Default Rate, except that if the Note is not paid at maturity, Lender may impose the Default Rate from the maturity date to the date paid in full without notice. Lender's imposition of the Default Rate shall not constitute an election of remedies or otherwise limit Lender's rights concerning other remedies available to Lender as a result of the occurrence of an event of default. In the event of a conflict between the provisions of this paragraph and any other provision of the Note or any related agreement, the provisions of this paragraph shall control. If a default rate is prohibited by applicable law, then the pre-default rate (including periodic rate adjustments for floating or adjustable rates) shall continue to apply after default or maturity.

FURTHER ASSURANCES. The parties hereto agree to do all things deemed necessary by Lender in order to fully document the loan evidenced by this Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness. The undersigned agree to assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note. Borrower further agrees to pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real property pledged as collateral for this Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; and (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender.

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FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

LOAN FEE AUTHORIZATION. Borrower shall pay to Lender any and all fees as specified in the "Disbursement Request and Authorization" executed by Borrower in connection with this Note. Such fees are non-refundable and shall be due and payable in full immediately upon Borrower's execution of this Note.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement, hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, and may be compelled by summary proceedings in Court. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party shall be entitled to join or consolidate disputes by or against others who are not parties to this agreement in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the documents or any relationship between the parties.

G. State-Specific Provisions.

If California law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said

PROMISSORY NOTE (Continued)

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Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

If Idaho law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Montana law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Montana, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Nevada law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Nevada, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If South Dakota law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of South Dakota, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e).

TAX-EXEMPT INDEBTEDNESS. Borrower represents and warrants: (a) that the loan evidenced by this Note is a qualified tax-exempt obligation under the Internal Revenue Code ("Code"), including if applicable, after aggregating the amount of this Note with all other tax-exempt indebtedness of Borrower; and (b) all proceeds of the loan evidenced by this Note will be used only for essential governmental functions of the Borrower. Borrower hereby represents, warrants and covenants that at no time during the term of the loan, will borrower, or any of its officers, employees and agents, take or omit to take any action which will cause the loan evidenced by this Note to be disqualified as a tax-exempt obligation under the Code, and borrower further agrees to use all proceeds of the loan for purposes which maintain the tax-exempt status of the loan. Borrower hereby agrees to indemnify Lender for any and all charges (whether as tax, interest or penalty) which may be assessed against Lender by reason of the interest paid or due under this Note being determined to be taxable. All charges shall be payable by borrower upon demand when accompanied by a statement describing the charges. If the interest received or to be received under this Note is determined to be taxable, Lender may increase the interest rate applicable to the Note by an amount equal to the resulting tax liability imposed upon Lender. As an additional condition of closing the loan described in this Note, Lender may require Borrower to deliver to Lender a legal opinion of counsel acceptable to Lender, in form and substance acceptable to Lender, that the loan is qualified tax exempt indebtedness under the Code. The interest rate as set forth in this Note was determined by calculating 5.400 multiplied by 0.649, equaling a final rate of 3.51.

ELECTRONIC TRANSMISSION OF DOCUMENTS. Lender may, in its sole discretion, rely upon any document, report, agreement or other communication ("Document") you send by email, facsimile or other electronic means, treating the Document as genuine and authorized to the same extent as if it was an original document executed by you or your authorized representative. Lender may from time to time in its sole discretion reject any such electronic Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower or Guarantor fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate; or (ii) Borrower or Guarantor revoke or dispute the validity of any of its liabilities or obligations under the Agreement, or any Related Documents or any other agreement with Lender or any Wells Fargo Affiliate. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

ADDITIONAL PROVISION. This Promissory Note does not constitute a debt, legal or moral or otherwise of the State of Idaho. Initials

LINE ADVANCES. Notwithstanding anything to the contrary, requests for advances communicated to any office of Lender by any person believed by Lender in good faith to be authorized to make the request, whether written, verbal, telephonic or electronic, may be acted upon by Lender, and Borrower will be liable for sums advanced by Lender pursuant to such request. Such requests for advances shall be deemed authorized by Borrower, and Lender shall not be liable for such advances made in good faith, and with respect to advances deposited to the credit of any deposit account of Borrower, such advances, when so deposited, shall be conclusively presumed to have been made to or for the benefit of Borrower regardless of the fact that persons other than those authorized to request advances may have authority to draw against

**PROMISSORY NOTE
(Continued)**

Loan No: 2844816822

Page 5

such account. Borrower agrees to indemnify and hold Lender harmless from and against all damages, liabilities, costs and expenses (including attorney's fees) arising out of any claim by Borrower or any third party against Lender in connection with Lender's performance of transfers as described above.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth In Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo Affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing.

CREDIT BUREAU INQUIRIES. The parties hereto, and each individual signing below in a representative capacity, agree that Lender may obtain business and/or personal credit reports and tax returns on each of them in their individual capacities.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

LEWIS-CLARK STATE COLLEGE

By: _____
Chet Herbst, Vice President for Finance and
Administration

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Lewiston Business Banking Center
 MAC P1901-011
 868 Main Street
 Lewiston, ID 83501
 208 799-6215
 208 799-6218 Fax
 Wells Fargo Bank, N.A.

April 26, 2010

Mr. Kent Kinyon
 Lewis-Clark State College
 500 8th Street
 Lewiston, Idaho 83501

**COMMITMENT LETTER - \$4,685,000 Term Loan
 \$1,000,000 Line of Credit**

Dear Kent:

Wells Fargo Bank ("Bank") has considered your request for financing. We are pleased to inform you that based upon our review of the information provided, we are willing to issue this Commitment Letter subject to the following terms and conditions:

Term Loan

- 1) **BORROWER:** Lewis-Clark State College
- 2) **GUARANTORS:** N/A.
- 3) **PURPOSE:** Provide end financing for previous advances under existing Masterline Agreement.
- 4) **LOAN AMOUNT:** Four Million Six Hundred Eighty Five Thousand Dollars (\$4,685,000)
- 5) **TERM/AMORT:** Forty-Eight (48) month term, One Hundred Eighty (180) month amortization.
- 6) **INTEREST RATE:** 3.51% fixed for the four-year term (as of 4-15-2010). Rate is subject to change, and is also subject to verification of tax-exempt qualification.
- 7) **REPAYMENT:** 48 monthly principal & interest payments approximating \$33,516.
- 8) **COLLATERAL:** Assignment of specific lease/rents – Clearwater Hall (same as existing).
- 9) **FEE STRUCTURE:** Three-quarters of one percent (\$35,137.00)

10) OTHER TERMS:

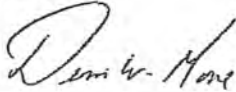
- 1) Documentation preparation/review by Bank's Public Finance Dept.
- 2) Receipt and satisfactory review of legal opinion regarding tax-exempt status.
- 3) Each year, Borrower to provide annual fiscal year-end audited financial statement to Bank.
- 4) Borrower to pay all fees for outside Council needed or required to complete transaction.
- 5) Subject to termination of existing Masterline agreement at closing.

Financial covenants: Borrower would be subject to the following financial covenants:

Unrestricted net liquid assets	\$ 7,500,000 (annually)
Total Liabilities to Net Worth	1.00:1 (annually)
Debt coverage no less than	1.25:1 (annually)

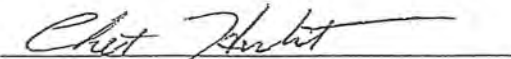
We sincerely appreciate the opportunity to provide you with this proposal for your consideration. We ask that you please respond to this Commitment Letter on or prior to May 30, 2010, after which time this commitment will expire and the terms represented herein are subject to change or withdrawal. If you have any questions or concerns about anything stated in this letter, please feel free to call me at (208) 799-6204.

Sincerely,



Dennis W. Moore
Business Relationship Manager
Lewiston Business Banking Center
Wells Fargo Bank, N.A.

Borrowers Acceptance:



BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2012 Line Item Budget Requests

REFERENCE

April 22, 2010 Instructions to agencies and institutions regarding
submission of line item budget requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Title 67, Chapter 35, Idaho Code

BACKGROUND/ DISCUSSION

As discussed at its April 2010 meeting, the Board will accept the line item requests and provide guidance at the June, 2010 meeting. Subsequently, the Board will approve the final budget request at the August, 2010 meeting. Following Board approval in August, the budget requests will be submitted to Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 1, 2010.

The line items represent the unique needs of the institutions and agencies and statewide needs. The line items are prioritized by the Board for each agency and institution, following review.

The following line item guidelines were provided:

1. Occupancy Costs
2. PTE secondary workload adjustment and capacity building
3. Center for Advanced Energy Studies (CAES)
4. Scholarships
5. Strategic Initiative(s)

The information included in the final budget request must include supporting documentation sufficient enough to enable the Board, LSO and DFM to make an informed decision.

The Line Items Summary lists all line items by category. The Strategic Initiatives Summary breaks out the Strategic Initiatives line times by institution and agency. The detail information for each line item request is included in separate tabs for each category.

IMPACT

Once the Board has provided guidance on priority, category, dollar limit, etc., Board staff will work with the Business Affairs and Human Resources Committee,

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

DFM and the agencies/institutions to prepare line items to be approved at the August meeting.

ATTACHMENTS

FY 2011 Supplemental Requests Tab a
Line Items Summary and Detail..... Tab b
Occupancy Costs Tab c
Center for Advanced Energy Studies Tab d
Scholarships..... Tab e
Strategic Initiatives Summary and Detail Tab f

STAFF COMMENTS AND RECOMMENDATIONS

Although the Board prioritization includes PTE secondary workload adjustment and capacity building, these items have historically been requested and funded as a maintenance level item. Only recently has LSO moved these down as line items. Therefore, PTE's line item requests are not included in this agenda in order to focus on discretionary line items, but they will be included in the final list of line items for approval at the August Board meeting.

BOARD ACTION

A motion to approve the FY 2011 Supplemental Appropriation Request for College of Western Idaho in the amount of \$2,656,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the FY 2011 Supplemental Appropriation Request for Peace Officers/Fireman Dependent Scholarship in the amount of \$30,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the FY 2012 line items as listed on the Line Items Summary page in Tab b, and to create a blank for each line item.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Community Colleges
FUNCTION: College of Western
Idaho

Agency No.: 507
 Function
 No.: 01

FY 2012 Request
 of ____
 Page ____ Pages
 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 4.31		Title: Enrollment Growth			Priority Ranking 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	10.00				10.00
PERSONNEL COSTS:					
1. Salaries	\$ 400,000				\$ 400,000
2. Benefits	\$ 174,400				\$ 174,400
3. Group Position Funding	\$ 1,000,000				\$1,000,000
TOTAL PERSONNEL COSTS:	\$ 1,574,400				\$1,574,400
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$ 1,081,600				\$ 1,081,600
TOTAL OPERATING EXPENDITURES:	\$ 1,081,600				\$ 1,081,600
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 2,656,000				\$ 2,656,000

How connected to institution/agency and Board strategic plans:

This request is connected to the CWI strategic plan's goals as follows:

Goal 2: CWI attracts and retains students through quality teaching, accessible and affordable programs and responsive approach.

Goal 4: CWI provides quality services to all learners to enhance community vitality, employability and personal achievement.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

Having sufficient funding per academic FTE will allow CWI to achieve these several goals.

Description:

This request is being submitted to allow CWI to be funded at the same amount per academic full time equivalent (FTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI). This amount is approximately \$2,787, based upon the FY 2011 General Fund original appropriation to those institutions. This amount was calculated by the State Board of Education using current appropriation and FY 2010 full-time equivalent enrollment information provided by NIC & CSI.

Using this per-academic FTE amount, the FY 2011 state General Fund appropriation to CWI would support 1,511 student FTE. The projected CWI student FTE for 2011 is 2,464, a gap of 953. Multiplying \$2,787 times 953 equals \$2,656,000 (rounded), which reflects the amount requested.

This supplemental request is for FY 2011, which is the second full academic year of operation for CWI. As such, enrollment projections continue to be made without substantial history. CWI assumes a 15% growth rate in credit hours generated from FY 2010 to FY 2011.

This request is not part of the FY 2012 Enrollment Workload Adjustment (EWA) request because CWI does not yet have the 3-year rolling average enrollment history needed for the actual EWA calculation. A related Line Item for FY 2012 (DU 12.05) is being submitted along with this Supplemental Appropriation.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CWI requests additional support for enrollment growth in FY 2011.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.

If this request was approved, CWI would first consider hiring instructional faculty. The ratio of full- to part-time (adjunct) would be determined based upon the amount appropriated. Remaining funds would be used for Operating Expenses at the college, primarily infrastructure (utilities, information technology) related, as determined by enrollment circumstances.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Ongoing general funds are being requested.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Existing and new students will be served with this request. Not funding this request will cause difficulties in meeting community expectations for an open access community college, particularly in light of the tremendous sustained enrollment growth being experienced by CWI.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

This item was requested in the FY 2011 budget request as a FY 2010 supplemental and a FY 2011 line item, both of which were recommended by the Governor, but not funded by the Legislature.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Special Programs
FUNCTION: Scholarships and
Grants

Agency No.: 516
 Function
 No.: 03

FY 2012 Request
 of ____
 Page ____ Pages
 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

Peace Officer/Fireman					
A: Decision Unit No: 4.31	Title: Scholarship		Priority Ranking 1 of 1		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	30,000				30,000
LUMP SUM:					
GRAND TOTAL	30,000				30,000

Idaho Code 33-4302A, Public Safety Officer Dependent Scholarships, provides for any dependent of a full-time or part-time public safety officer employed by or volunteering for the state of Idaho who was killed or disabled in the line of duty to be admitted to attend any public institution of higher education or public professional-technical college within the state of Idaho without the necessity of paying tuition and fees.

The number of dependents who qualify for this scholarship varies from year to year. For FY 2010, it is expected that two scholarships will be awarded. For FY 2011, an additional two students are anticipated to enter the 4-year scholarship necessitating approximately \$30,000 in additional ongoing general funds.

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STATE BOARD OF EDUCATION
FY 2012 Line Items

By Institution/Agency	FY 2011 Appropriation	Occupancy Costs Tab c	CAES Tab d	Opportunity Scholarships Tab e	Strategic Initiatives Tab f	Total	vs. 2011 Approp	One-Time	Ongoing vs. 2011 Approp	Comments
1 Professional-Technical Education	47,577,400	0	0	0	0	0	0.0%	0	0.0%	
State Leadership & Technical Asst.	1,864,000					0	0.0%		0.0%	
General Programs	10,555,000					0	0.0%		0.0%	
Post-secondary Programs	33,992,800					0	0.0%		0.0%	
Underprepared Adults	200,000					0	0.0%		0.0%	
Related Services	965,600					0	0.0%		0.0%	
2 College and Universities	217,510,800	3,969,500	3,000,000	0	8,999,400	15,968,900	7.3%	1,001,000	6.9%	
System-wide Needs	2,726,600					0	0.0%		0.0%	
Boise State University	70,116,400	1,044,300	1,000,000		1,871,600	3,915,900	5.6%	375,000	5.1%	Enrollment Growth in Public Policy
Idaho State University	59,071,300	1,162,700	1,000,000		843,000	3,005,700	5.1%	275,000	4.6%	Biomedical Research
University of Idaho	73,576,700	1,276,100	1,000,000		5,333,500	7,609,600	10.3%	276,000	10.0%	CEC, Library Mat., Research Safety, Sustain.
Lewis-Clark State College	12,019,800	486,400			951,300	1,437,700	12.0%	75,000	11.3%	Program Enh., Student Center, Dental Hygiene
3 Community Colleges	23,966,800	1,404,900	0	0	1,542,700	2,947,600	12.3%	0	12.3%	
College of Southern Idaho	10,658,200	561,700			175,800	737,500	6.9%		6.9%	Nursing Positions
North Idaho College	9,097,400				335,700	335,700	3.7%		3.7%	Capacity Needs
College of Western Idaho	4,211,200	843,200			1,031,200	1,874,400	44.5%		44.5%	Enrollment Growth
4 Agricultural Research/Extension	22,559,000				773,400	773,400	3.4%		3.4%	
5 Health Education Programs	9,960,600	0	0	0	453,300	453,300	4.6%	0	4.6%	
WI Veterinary Education	1,722,500				14,200	14,200	0.8%		0.8%	CEC
WWAMI Medical Education	3,402,400				173,900	173,900	5.1%		5.1%	CEC, CdA FMR, GME Office
IDEP Dental Education	1,315,700					0	0.0%		0.0%	
Univ. of Utah Med. Ed.	1,204,200					0	0.0%		0.0%	
Family Medicine Residencies	1,983,200					0	0.0%		0.0%	
WICHE	218,600				31,200	31,200	14.3%		14.3%	restore optometry seats
Psychiatry Residency	114,000					0	0.0%		0.0%	
Internal Medicine Residency	0				234,000	234,000	0.0%		0.0%	New residency program
6 Special Programs	8,690,100	0	0	1,250,000	33,500	1,283,500	14.8%	0	14.8%	
Forest Utilization Research	511,400					13,000	2.5%		2.5%	CEC
Geological Survey	701,100					20,500	2.9%		2.9%	CEC
Scholarships and Grants	6,633,300			1,250,000		1,250,000	18.8%	0	18.8%	GEARUP Spending Authority
Museum of Natural History	454,100					0	0.0%	0	0.0%	
Small Bus. Development Centers	246,300					0	0.0%		0.0%	
Idaho Council for Economic Ed.	0					0	N/A		N/A	
TechHelp	143,900					0	0.0%	0	0.0%	
7 State Board of Education	2,025,200	0	0	0	0	0	0.0%	0	0.0%	
8 Idaho Public Television	1,390,500				430,400	430,400	31.0%	0	31.0%	Idaho Experience, Idaho Legislature Live
9 Vocational Rehabilitation	7,198,900	0	0	0	150,000	150,000	2.1%	0	2.1%	
Renal Disease	527,700					0	0.0%		0.0%	
Vocational Rehabilitation	3,050,800				150,000	150,000	4.9%		4.9%	
Work Services Community Support En	3,490,100					0	0.0%		0.0%	
Council for the Deaf/Hard of Hearing	130,300					0	0.0%		0.0%	
10 Total	\$ 340,879,300	\$ 5,374,400	\$ 3,000,000	\$ 1,250,000	\$ 12,382,700	\$ 22,007,100	6.5%	\$ 1,001,000	6.2%	
Percentage of FY 2010 Appropriation		1.6%	0.9%	0.4%	3.6%	6.5%				

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STATE BOARD OF EDUCATION

FY 2012 Budget Request

Colleges & Universities/Agencies

Calculation of Occupancy Costs

		% of Use for			(1)	(2)		(3)	(4)		(5)				
	Projected Date	Non-Aux.	Gross	Non-Aux.		Custodial Costs		Utility	Maintenance Costs			Total	% qtrs	Revised	
1	Institution/Project	of Occupancy	Sq Footage	Sq Footage	FTE	Sal & Ben	Supplies	Estimate	Repl Value	Cost@1.5%	Other	Occ Cost	used in FY12	FY12	
2															
3	BOISE STATE UNIVERSITY														
4	Yanke Center	Sept. 2008	100%	83,801	83,801										
5	Norco Building (floors 3 and 4)	July-09	48%	81,300	39,017	1.50	49,200	3,900	53,100	68,300	8,661,774	62,400	37,000	220,800	
6	Norco Building classroom 1st floor	July-09	2%	81,300	1,374	0.05	1,600	100	1,700	2,400	305,028	100	1,300	5,500	
7	Capitol Village University Adv.	March-06	100%	8,954	8,954	0.34	11,100	900	12,000	15,700	1,790,800	26,900	8,300	62,900	
8	Non Auxiliary Space in Parking Deck	Oct. 2007	50%	10,346	5,173	0.20	6,600	500	7,100	9,100	1,034,500	7,800	4,800	28,800	
9	Capitol Village Emeritus Guild	March-09	100%	2,111	2,111	0.08	2,600	200	2,800	3,700	422,000	6,300	2,000	14,800	
10	Capitol Village Adv. Expansion	March-09	100%	1,512	1,512	0.06	2,000	200	2,200	2,600	302,400	4,500	1,400	10,700	
11	CESED	April-11	100%	89,000	89,000	3.42	112,100	8,900	121,000	155,800	22,500,000	337,500	86,500	700,800	
12	* Yanke Center Space utilization is pending.				5.65	185,200	14,700	199,900	257,600		445,500	141,300	1,044,300	1,044,300	
13															
14															
15	IDAHO STATE UNIVERSITY														
16	Rendezvous Center (Acad Side)	June-07	100%	101,920	101,920	3.92	128,500	10,200	138,700	178,400	15,000,000	225,000	90,500	632,600	
17	Rendezvous Center (PYs Approp.)				-3.92	-131,800	-10,200	-142,000	-158,000			0	-300,000	(300,000)	
18	Meridian Building	July-09	100%	107,378	107,378	4.13	135,400	10,700	146,100	187,900	16,000,000	240,000	95,500	669,500	
19	CAES	July-08	33%	55,000	18,333	0.71	23,300	1,800	25,100	32,100	15,400,000	77,000	26,400	160,600	
20					4.84	155,400	12,500	167,900	240,400		542,000	212,400	1,162,700	1,162,700	
21															
22	UNIVERSITY OF IDAHO														
23	Hays Hall (1) (next page)	January-06	100%	29,397	29,397	1.13	37,000	2,900	39,900	51,400	7,387,628	110,800	28,500	230,600	
24	Vandal Athletic Center (2) (next page)	January-04	14%	35,236	5,000	0.19	6,200	500	6,700	8,800	8,502,154	18,100	10,700	44,300	
25	Living Learning Center (3) (next page)	May-04	5%	202,616	10,180	0.39	12,800	1,000	13,800	17,800	39,312,000	29,600	39,300	100,500	
26	UI Research Park Post Falls	July-02	38%	30,580	11,700	0.45	14,700	1,200	15,900	20,500	5,534,446	31,800	13,400	81,600	
27	Professional Golf Mgmt Pgm Space	July-04	51%	3,642	1,860	0.07	2,300	200	2,500	3,300	822,032	6,300	2,100	14,200	
28	Teaching and Learning Center	January-05	100%	27,228	27,228	1.05	34,400	2,700	37,100	47,600	4,654,054	69,800	24,700	179,200	
29	Collaborative Ctr: Applied Fish Studies	September-06	50%	13,525	6,762	0.26	8,500	700	9,200	11,800	3,389,488	25,400	7,900	54,300	
30	Idaho Water Center	Phased Aug 04 to Aug 10	32%	225,227	72,500	2.79	91,300	7,300	98,600	126,900	56,955,229	275,000	101,400	601,900	
31	Idaho Water Center (PYs Approp.)				-1.76	-58,600	-4,600	-63,200	-80,000		-166,900	(64,900)	-375,000	(375,000)	
32	Wood Chip Storage Facility	May-09	100%	24,000	24,000	0.92	30,100	2,400	32,500	42,000	5,096,000	76,400	22,600	173,500	
33	South chiller plant and storage tank	May-10	100%	4,517	4,517	0.17	5,600	500	6,100	7,900	6,950,000	104,300	9,000	127,300	
34	Janssen Engineering Bldg	March-09	100%	3,079	3,079	0.12	3,900	300	4,200	5,400	2,006,784	30,100	4,000	43,700	
35					5.78	188,200	15,100	203,300	263,400		610,700	198,700	1,276,100	1,276,100	
36															
37	LEWIS-CLARK STATE COLLEGE														
38	Nursing & Health Science Faculty	July-09	100%	60,000	60,000	2.31	76,200	6,000	82,200	105,000	16,000,000	240,000	59,000	486,200	
39															
40	College of Southern Idaho														
41	Health Science & Human Services	January-10	100%	72,400	72,400	2.78	87,700	7,200	94,900	126,700	18,000,000	270,000	70,100	561,700	
42															
43	College of Western Idaho														
44	CWI Main building (Nampa)	January-09	96%	65,000	62,600	2.41	74,400	6,300	80,700	109,600	15,000,000	216,700	60,200	467,200	
45	Canyon County Center	July-09	75%	77,000	57,750	2.22	68,500	5,800	74,300	101,100	12,960,000	145,800	54,800	376,000	
46					4.63	142,900	12,100	155,000	210,700		362,500	115,000	843,200	843,200	
47															
48															

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- (1) This building was formerly known as the Alumni Residence Center, a name indicating its historical use; it has since been vacated by University Residences and is now maintained as general education space
- (2) The Vandal Athletic Center includes a general education classroom and training room, computer labs, and associated support space
- (3) The Living Learning Center includes general education classrooms and program space eligible for occupancy costs

FTE For the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.

Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.

Benefit rates as stated in the annual Budget Development Manual prepared by the Division of Financial Management.

Salary CU: \$19,635.00 CC: \$18,700.00

Benefits

FICA

SSDI salary to \$92,150 6.2000% x salary

SSHI 1.4500% x salary

Unemployment Insurance 0.4000% x salary

Life Insurance 0.8500% x salary

Retirement

Regular 10.3900% x salary

Workmans Comp x salary

Sick Leave 0.6500% x salary

Human Resources x salary

19.9400% \$8,440.00 per position

Health Insurance \$8,440 UI

Supplies 0.10

BSU	ISU	UI	LCSC	CSI	NIC	CWI
3.68%	3.68%	3.70%	4.56%	3.40%		
0.306%	0.306%		0.554%	0.306%	0.306%	0.306%
23.9260%	23.9260%	23.6400%	25.0535%	23.6460%	20.2460%	20.2460%

- (3) Annual utility costs will be projected at \$1.75 per 1.75
- (4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

(5) Other:

IT Maintenance 1.5000 GSF

Security 0.2200 GSF

General Safety 0.0900 GSF

Research & Scientific Safety Costs 0.5000 GSF

Total 2.3100

Too High - Used 1/3 0.7700 GSF

Landscape Greenscape 0.0003 CRV

Insurance Costs 0.0005 CRV

Total 0.0080 CRV

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Boise State University

Agency No.: 512

FY 2012 Request

FUNCTION: CAES

Function

of ____

No.: 01

Page ____ Pages

ACTIVITY:

Activity No.:

Original Submission X
or Revision No. ____

Center for Advanced Energy					
A: Decision Unit No: 12.02	Title: Studies - Draft			Priority Ranking 2 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.08				8.08
PERSONNEL COSTS:					
1. Salaries	587,400				587,400
2. Benefits	201,600				201,600
3. 5 Graduate Assistants stipends and fringe.	122,100				122,100
TOTAL PERSONNEL COSTS:	911,100				911,100
OPERATING EXPENDITURES by summary object:					
1. Graduate Assistants tuition waivers	43,300				43,300
2. Materials and Supplies	20,600				20,600
TOTAL OPERATING EXPENDITURES:	63,900				63,900
TRAVEL by summary object:					
1.	25,000				25,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

This request directly supports the State Board of Education's objective to support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts among UI, ISU, BSU and the Idaho National Laboratory.

Boise State University's involvement in CAES is directly linked to our research and public policy mission with the primary emphasis defined by the State Board of Education's Institutional Role and Mission statement in public affairs and our developed strengths in sciences and engineering. The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Boise State is home to the CAES Energy Policy Institute (EPI). The institute focuses on energy related policy research, analysis, and education. It brings together policy personnel from the three Idaho Universities and INL to analyze and examine proposed energy policy and seek solutions for suitable energy. The value of the public policy piece is critical to understanding how society and its institutions address energy issues.

This FY2012 budget request is for funding to support and build the educational, research, and policy capabilities of Boise State University both in the areas of science/engineering and policy. Although one-time funding was provided for FY 2010 (ARRA Funds), permanent funding needs to be secured. This is the same request of on-going funds as was requested in the 2011 budget request.

Specifically, Boise State is requesting funding for:

- Materials Science and Engineering Support:
 - o Two (2) postdoctoral associates, one (1) associate professor, two months faculty summer support, 1.77 FTE for research scientists/faculty, four (4) graduate research assistantships, materials and supplies and travel expenses.
- Energy Policy Institute (EPI) Support:
 - o One (1) EPI director, one EPI assistant director, one (1) assistant professor, one half time professional staff member, two half time graduate research assistantships, and a modest amount for materials and supplies.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Idaho State University

Agency No.: 513

FY 2012 Request

FUNCTION: General Education

Function

of 3

No.: 1000

Page 1 Pages

ACTIVITY: C. CAES

Activity No.:

Original Submission X

or Revision No.

Center for Advanced Energy					
A: Decision Unit No: 12.02	Title: Studies in Idaho Falls			Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.3				8.3
PERSONNEL COSTS:					
1. Salaries	634,400				634,400
2. Benefits	211,100				211,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	845,500				845,500
OPERATING EXPENDITURES by summary object:					
1. Materials and Supplies	60,000				60,000
2. Travel	50,000				50,000
3. Communications	44,500				44,500
TOTAL OPERATING EXPENDITURES:	154,500				154,500
CAPITAL OUTLAY by summary object:					
1. Equipment					
2. Startup Packages					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

The Center for Advanced Energy Studies (CAES) collaborative between the Idaho National Laboratory (INL), Idaho State University, University of Idaho, and Boise State University represents a vital effort to integrate cutting-edge energy studies in the ISU College of Engineering with national interests being developed at the INL. Research and teaching efforts centered on CAES further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

The Center for Advanced Energy Studies (CAES) is a collaborative initiative between Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI) and the Idaho National Laboratory (INL) that will address the critical energy issues facing our nation. Operating as a jointly managed research center, CAES will maximize the utilization of the energy-related capabilities of its member institutions and sponsors. Cross-organizational, peer-to-peer technical collaboration in areas of nuclear, renewable, fossil and alternative energy will be encouraged.

To ensure the success of CAES, as an enduring Idaho institution, approximately three million dollars in recurring funding is requested to build the research, policy, and educational capabilities of CAES. Specifically funding (PC) is requested to partially support 25 research active faculty members, 5 senior technicians, 3 full time CAES Associate Directors, and 3 administrative support persons (one per Associate Director), who will be recruited and hired over a period of four years. Operating costs (OE) are also requested.

These research faculty members will be hired by their respective universities on fiscal or academic year appointments as appropriate, with support for at least 6 months per year on this request. These hires will also be supported through CAES joint appointments and or joint research with the INL for the balance of their academic appointments and on grants and contracts for the summer. Researchers will be located in or spend time in the new CAES research building located in Idaho Falls, which was occupied July 2008. The costs presented are based upon FY2008 estimates.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding to make permanent the one-time funding granted annually by the State Legislature since FY 2009. We request ongoing appropriated funding for the personnel listed below, as well as for the operating expenses listed above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **8.3 FTE, as described in attached document.**

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **As listed in the attached documentation.**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **The request is for ongoing funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Funding will allow the CAES collaborative to develop and maintain facilities and personnel vital to the developing understanding of alternative energy studies at the global, national, regional, and local scales.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. **This request is a continuation of the FY11 budget request.**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

Idaho State University
Center for Advanced Energy Studies

<u>Year</u>	<u>FY11</u>	<u>Gross</u>	<u>% State</u>	<u>\$ State</u>	<u>Fringe</u>	<u>Insurance</u>	<u>Total</u>
Yr. 1	Nuclear Engineering Chair	\$148,345.60	50%	\$74,172.80	\$15,665.30	\$4,650.00	\$94,488.10
Yr. 1	Assistant Professor NE, Fuels & Modeling	\$70,000.00	75%	\$52,500.00	\$11,088.00	\$6,975.00	\$70,563.00
Yr. 1	Research Professor NE, Fuel Cycle	\$139,256.00	70%	\$97,479.20	\$20,587.61	\$6,510.00	\$124,576.81
Yr. 1	Assoc. Prof. NE, Nuclear Materials	\$85,000.00	60%	\$51,000.00	\$10,771.20	\$5,580.00	\$67,351.20
Yr. 1	Assoc. Prof. NE, Fuels	\$85,000.00	50%	\$42,500.00	\$8,976.00	\$4,650.00	\$56,126.00
Yr. 1	Research AoP Physics, Detectors	\$63,918.40	50%	\$31,959.20	\$6,749.78	\$4,650.00	\$43,358.98
Yr. 1	Research AP Physics, Materials	\$63,294.40	50%	\$31,647.20	\$6,683.89	\$4,650.00	\$42,981.09
Yr. 1	Professor NE, Reactors	\$48,859.20	25%	\$12,214.80	\$2,579.77	\$2,325.00	\$17,119.57
Yr. 1	Asst. Prof. Health Physics - Reactors	\$58,801.60	50%	\$29,400.80	\$6,209.45	\$4,650.00	\$40,260.25
Yr. 1	Technician/Assistant Lecturer Nuc. Eng.	\$60,008.00	100%	\$60,008.00	\$12,673.69	\$9,300.00	\$81,981.69
Yr. 1	AA II	\$31,512.00	100%	\$31,512.00	\$6,578.45	\$9,300.00	\$47,390.45
Yr. 2	Asst. Prof. Mechanical/Materials	\$70,000.00	50%	\$35,000.00	\$7,392.00	\$4,650.00	\$47,042.00
Yr. 2	Assoc. Prof. Applied Math/Modeling	\$85,000.00	50%	\$42,500.00	\$8,976.00	\$4,650.00	\$56,126.00
Yr. 2	Assoc. Prof. Hydrogen	<u>\$85,000.00</u>	50%	\$42,500.00	\$8,976.00	\$4,650.00	\$56,126.00
Totals:		\$1,093,995.20		\$634,394.00	\$133,907.12	\$77,190.00	\$845,491.12

FTE: 8.3
People: 14

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: University of Idaho

Agency No.: 514

FY 2012 Request

FUNCTION: General Education

Function

No.: 01

Page 1 of 4 Pages

ACTIVITY:

Activity No.:

Original Submission X
or Revision No. ____

A: Decision Unit No: 12.02		Title: Center for Advanced Energy Studies (CAES)			Priority Ranking 2 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.36				8.36
PERSONNEL COSTS:					
1. Salaries	694,770				694,770
2. Benefits	233,830				233,830
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	928,600				928,600
OPERATING EXPENDITURES by summary object:					
1. Supplies	30,000				30,000
2. Maintenance Costs	41,400				41,400
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:	71,400				71,400
CAPITAL OUTLAY by summary object:					
1. Capital Equipment	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

This request supports the goals outlined in the University of Idaho - Idaho Falls (UIIF) strategic plan in the areas of "Clean Energy" and "Water and Energy" and is linked to the University's Strategic Goals 2 and 3. Specifically: Goal 2 – Scholarly and Creative Activity (UIIF – "Deliver strategically-focused integrated Energy, and Homeland Security research programs") and Goal 3 – Outreach and Engagement (UIIF – "Build stronger partnerships with INL and other state universities"). This also supports SBOE goal #1.7 – support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the Idaho National Laboratory at the Center for Advanced Energy Studies.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

Description:

CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

See attachment for description of line item request.

Questions:

1. What is being requested and why? **See attachment.** What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding to make permanent the one-time funding granted annually by the State Legislature since FY 2009. We request ongoing appropriated funding for the personnel listed below, as well as for the operating expenses listed above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See attachment.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

University of Idaho
Request for Recurring State Funding for
Center for Advanced Energy Studies

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES). Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2010 estimates and have not been escalated for future years. Specifically, the faculty members will support the energy research mission of CAES and will include

- a) Three (3) nuclear scientists/engineers (hired by the College of Engineering in FY2008 and supported by one-time funding in FY2009)
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2012)
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010)
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2011)
- e) Energy Law Professor (College of Law; recruited and hired in FY 2012)
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2012)

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 month per year on this request, and spend at least part of the year in the new 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments and on grants and contracts for the summers. In addition to above the faculty members, two technicians (supported half-time by this request and half-time by grants and contracts), a full time administrative support person (hired in FY2011), and a full time CAES associate director (hired in FY 2011 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested to support the general research operational needs of the new CAES faculty members, specifically

- a) Research equipment maintenance agreements and repairs (ongoing)
- b) Desktop computers and renewals (for both faculty and graduate students; ongoing)



BUSINESS AFFAIRS AND HUMAN RESOURCES
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Budget requests by year and category are shown below.

University of Idaho

Request for recurring State Funding for the Center for Advanced Energy Studies

Base Salaries from 2007-08 Academic Year Market Salaries Survey for 100% Market Level, Associate Professor in appropriate disciplines or actual salary for existing hires*. (Oklahoma State University Faculty Salary Study). Fringe calculated as 23.5% of Base Salary plus \$8.44K for Health Benefits. (OSP Website 5/14/10)							Request (\$K)		
	Position	Appointment (9mo/12mo)	Base Salary	Fringe	Salary plus Fringe	Fraction of Salary	FY2009 (actual, one-time funds)	FY2010	FY2011 and beyond
1	Nuclear (Material Science)*	9	\$ 76.59	\$26.44	\$103.02	0.67	\$ 76.20	\$ 69.03	\$ 69.03
2	Nuclear (Mechanical Engineering)*	9	\$ 95.38	\$30.85	\$126.23	0.67	\$ 75.98	\$ 84.58	\$ 84.58
3	Nuclear (Chemical Engineering)*	9	\$ 76.69	\$26.46	\$103.15	0.67	\$ 76.64	\$ 69.11	\$ 69.11
4	Energy Geoscientist*	12	\$ 76.00	\$26.30	\$102.30	0.67		\$ 68.54	\$ 68.54
5	Energy - Natural Resources	9	\$ 73.70	\$25.76	\$ 99.46	0.67	\$ 57.44	\$ 66.64	\$ 66.64
6	BioEnergy	9	\$ 78.46	\$26.88	\$105.34	0.67	\$ 81.96	\$ 70.58	\$ 70.58
7	Energy Law	9	\$106.91	\$33.57	\$140.48	0.67		\$ 94.12	\$ 94.12
8	Carbon Management	9	\$ 78.46	\$26.88	\$105.34	0.67		\$ 70.58	\$ 70.58
9	CAES Assoc. Director	12	\$164.97	\$47.21	\$212.17	1		\$ 212.17	\$ 212.17
10	Senior Technician (1)*	12	\$ 48.38	\$19.81	\$ 68.19	0.5	\$ 29.33	\$ 34.09	\$ 34.09
11	Senior Technician (2)	12	\$ 47.09	\$19.51	\$ 66.60	0.5		\$ 33.30	\$ 33.30
12	Managment Assistant	12	\$ 38.40	\$17.46	\$ 55.86	1		\$ 55.86	\$ 55.86
Total Labor			\$961.03				\$ 397.55	\$ 928.60	\$ 928.60
Desk Top Computing Renewal (12 per year at \$2.5K each)								\$ 30.00	\$ 30.00
Maintenance/Repair of Equipment								\$ 41.40	\$ 41.40
Total Request							\$ 397.55	\$1,000.00	\$1,000.00

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Special Programs
FUNCTION: Scholarships &
Grants

Agency No.: 516
 Function
 No.: 03

FY 2012 Request
 of ____
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 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: GEAR UP SCHOLARSHIPS		Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)			0.25		0.25
PERSONNEL COSTS:					
1. Salaries			\$ 6,600		\$ 6,600
2. Benefits			3,400		3,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			\$10,000		\$10,000
OPERATING EXPENDITURES by summary object:					
1. General Services			\$ 1,000		\$ 1,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:			\$239,000		\$239,000
LUMP SUM:					
GRAND TOTAL			\$250,000		\$250,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federal discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This program provides six-year

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

grants to states and partnerships to provide services at high-poverty middle and high schools which are designated as GEAR UP schools. GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

Description:

GEAR UP started in Idaho in 2007 with the renewable scholarships starting in FY 2013. The scholarships funds are on hand, however spending authority is needed in order to authorize payments.

The 2010 Legislature passed HB 394 which established the Mastery Advancement Pilot Program. This program will permit certain students in certain Idaho public schools, including Idaho public charter schools, to successfully proceed through school curriculum at their own pace. As a result, spending authority may be required in FY 2012 for students graduating early under the new Mastery Advancement Pilot Program.

No more than twenty-one (21) school districts and no more than three (3) charter schools may participate in the program. Participating districts will be determined through an application process established by the state department of education. Any student who successfully completes a school district's grades 1-12 curriculum at least one (1) year early will be eligible for a mastery advancement scholarship if the student has met all of the graduation requirements of the school district in which the student attends school.

The mastery advancement scholarship may be used for tuition and fees at any publicly funded institution of higher education in Idaho. The amount of the scholarship is equal to 35% of the statewide average daily attendance-driven funding per enrolled pupil for each year of grades 1-12 curriculum. The school district or charter school will also receive an amount equal to each scholarship

The number of GEAR UP schools that may apply to be part of the 21 school districts will not be known until July 16, 2010. The Department of Education GEAR UP coordinator estimates about 4, or 20%, of the 21 GEAR UP districts may take advantage of the Mastery Advancement Pilot Program. The 2012 cohort for all 21 GEAR UP districts contains approximately 1,744 students. Twenty percent of this cohort would equal 349 students. Ten percent of this cohort might graduate early, which approximate 35 students. The highest possible scholarship award under GEAR UP is \$5,500. Based on these estimates, spending authority needed for the GEAR UP scholarships would be \$192,500. This line item request asks for \$250,000 in spending authority (should the estimates prove too conservative), a part-time FTE and minimal amount of operating expenses to administer the grants in the first year. The GEAR UP program allows \$65,000 for administrative costs, and subsequent requests for administrative costs spending authority may increase in fiscal years FY 2013 and beyond.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This is request reflects \$250,000 in federal funds spending authority for GEAR UP scholarships that may be necessary for those students graduating early under the Mastery Advancement Pilot Program. This request does not affect staffing levels. The current budget base does not include spending authority for the GEAR UP scholarships. The FY

BUSINESS AFFAIRS AND HUMAN RESOURCES

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2013 budget request will include a line item request for the regular GEAR UP scholarships that will be awarded from FY 2013 through 2018.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Part-time (.25 FTE) GEAR UP scholarship administrator

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing personnel assigned to scholarship programs are working at capacity which necessitates the need for additional staffing.

- c. List any additional operating funds and capital items needed.

\$1,000 is operating expenses for communications, mailing, and other expenses.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Federal spending authority with grant funds already awarded.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

GEAR UP is designed to increase the number of low-income students from high-poverty middle and high schools that are prepared to enter and succeed in postsecondary education. GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

Funding is in place. This request is for spending authority only.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education

FUNCTION: OSBE Administration

ACTIVITY:

Agency No.: 516

Function

No.: 03

Activity No.:

FY 2012 Request

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Original Submission X

or Revision No. ____

A: Decision Unit No: 12.02	Title: Opportunity Scholarship			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	1,000,000				1,000,000
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

Supports institution/agency and Board strategic plans:

Category: New/Expanded Programs

Title: Opportunity Scholarship Programs

The Opportunity Scholarship is Idaho's primary need-based scholarship. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$10 million dollars was put into an endowment fund and \$1.925 million was designated to fund

BUSINESS AFFAIRS AND HUMAN RESOURCES
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scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the maximum award of \$3,000. Unfortunately, as result of the financial difficulties during the last few years, funds were not available to fund neither the endowment nor the ongoing scholarships. The Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus for FY10 and only the earnings for FY11. This may permit us to fund qualifying renewals, but new awards will be very limited. This request is for \$1,000,000 from the State General Fund to assist in funding scholarships for fiscal year 2012.

STATE BOARD OF EDUCATION

Strategic Initiatives

By Institution/Agency	Amount	Page #	Option A	Option B	Option C	Option D	Approved	One-Time
1 Boise State University	\$1,871,600		\$0	\$0	\$0	\$0	\$0	\$0
Student Retention/Grad., faculty positions, Ph.D Public Policy	\$1,304,000	3						
Veterans Administration Biomedical Research Collaborative	\$567,600	5						
2 Idaho State University	\$843,000		\$0	\$0	\$0	\$0	\$0	\$0
Veterans Administration Biomedical Research Collaborative	\$843,000	7						
3 University of Idaho	\$5,333,500		\$0	\$0	\$0	\$0	\$0	\$0
CEC increase for faculty and staff	\$2,882,300	11						
Library Materials and Resources	\$350,000	15						
Research Compliance & Safety Support	\$611,200	19						
Sustainability Initiatives	\$820,000	25						
Veterans Administration Biomedical Research Collaborative	\$670,000	29						
4 Lewis-Clark State College	\$951,300		\$0	\$0	\$0	\$0	\$0	\$0
Program Enhancements	\$585,000	31						
Pi'amkinwaas Student Center	\$112,600	35						
Dental Hygiene	\$253,700	39						
5 Community Colleges	\$1,542,700		\$0	\$0	\$0	\$0	\$0	\$0
CSI: Nursing Positions	\$175,800	43						
NIC: Physical Therapy Program	\$335,700	47						
CWI: Enrollment Growth	\$1,031,200	49						
6 Agricultural Research	\$773,400		\$0	\$0	\$0	\$0	\$0	\$0
CEC increase for faculty and staff	\$773,400	53						
7 Health Programs	\$453,300		\$0	\$0	\$0	\$0	\$0	\$0
WI: CEC increase for faculty and staff	\$14,200	55						
WWAMI: CEC increase for faculty and staff	\$18,900	57						
WWAMI: CdA Family Medicine Residency	\$55,000	59						
WWAMI: GME Office	\$100,000	61						
WICHE: Restore Seats	\$31,200	65						
Internal Medicine Residency	\$234,000	67						
8 Special Programs	\$33,500		\$0	\$0	\$0	\$0	\$0	\$0
Forest Utilization Research: CEC	\$13,000	71						
Geological Survey: CEC	\$20,500	73						
9 Idaho Public Television	\$430,400		\$0	\$0	\$0	\$0	\$0	\$0
Idaho Experience	\$313,700	75						
Idaho Legislature Live/Multimedia Personnel	\$116,700	79						
10 , Idaho Division of Vocational Rehabilitation	\$150,000		\$0	\$0	\$0	\$0	\$0	\$0
Rehabilitation Administration Services Match	\$150,000	83						
Total	\$12,382,700		\$0	\$0	\$0	\$0	\$0	\$0

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JUNE 17, 2010

AGENCY: Boise State University
FUNCTION: Strategic Initiatives –
Academic Affairs

Agency No.: 512
 Function
 No.: 01

FY 2012 Request
 of ____
 Page ____ Pages
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 or Revision No. ____

ACTIVITY:

Activity No.:

Improved Student Retention and Graduation Rates, Ph.D in Public Policy and faculty positions due to enrollment growth.					
A: Decision Unit No: 12.03		Title:			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	12				12
PERSONNEL COSTS:					
1. Salaries and Benefits Includes 4 Grad. Asst. positions for Ph.D in Public Policy	898,800				898,800
TOTAL PERSONNEL COSTS:	898,800				898,800
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	55,200				55,200
TOTAL OPERATING EXPENDITURES:	55,200				55,200
1. <u>ONE-TIME</u> START-UP FOR Ph.D in Public Policy	350,000				350,000
TOTAL ONE TIME	350,000				350,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,304,000				1,304,000

Boise State has seen positive improvements in student retention and graduation rates due to enhanced advising, increased faculty-student interactions and restructuring targeted courses. There is more to be done to improve completion rates. This request is for staffing and operating funds to use in specific areas deemed most likely to result in measurable positive outcomes.

The line item also includes a request for funding the approved Ph.D in Public Policy and Administration. This program is aligned with the primary areas of emphasis defined for Boise State University by the State Board of Education Institutional Role and Mission statement (social sciences, public affairs), and the statewide mission programs assigned to Boise State University

BUSINESS AFFAIRS AND HUMAN RESOURCES

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by State Board of Education policy III.Z (public policy, urban regional planning). It connects to the Board's vision of quality and accessible education that provides for an intelligent and well-informed citizenry. The program is listed by Boise State University in the State Board of Education 8-Year Plan for Educational Development) and was approved by the State Board of Education in April 2008.

The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

There is a critical need for policy research and effective public administration in Idaho. The proposed Ph.D. in Public Policy and Administration at Boise State University will focus specifically on policy research – policy analysis and program evaluation. The focus on policy research is beneficial because students will leave the program with analytical skills that are applicable to any policy area that can contribute to state and local government.

Description:

This FY 2012 budget request is for funding to launch a research-based Doctor of Philosophy in Public Policy and Administration program in the College of Social Sciences and Public Affairs. This program will help fulfill Boise State University's obligation to provide needed public policy and political science programs for the state. There already exists a strong faculty in the Department of Political Science and Department of Public Policy Administration that form a solid base for this degree.

The request includes funding for five faculty lines, four graduate assistants, administrative and research support staff, and \$ 50,231 for on-going operating expenses. In addition, there is a one-time funding request for 350,000 to assist with hiring and start-up costs associated with launching the program.

This new program complements the existing Master of Public Administration program and the Master of Community and Regional Planning program. All three programs take full advantage of the location of Boise State University in the state center of government, commerce, and industry, and in the most populous city and county of Idaho. The doctoral program in public policy and administration is also closely connected with the leading role of Boise State University in the Energy Policy Institute, which is part of the Center for Advanced Energy Studies, a key partnership between Idaho's three universities and the Idaho National Laboratory

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AGENCY: Boise State University
FUNCTION: Biomedical Research
Initiative with VA Medical Center

Agency No.: 512

FY 2012 Request

Function No.: 01

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.03		Title: Biomedical Research			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.5				4.5
PERSONNEL COSTS:					
1. Salaries and Benefits	244,000				244,000
2. Graduate Assistants	266,600				266,600
TOTAL PERSONNEL COSTS:	510,600				510,600
OPERATING EXPENDITURES by summary object:					
1. Operating Costs/Equipment	37,000				37,000
TOTAL OPERATING EXPENDITURES:	37,000				37,000
CAPITAL OUTLAY by summary object:					
1. Library supporting acquisitions	20,000				20,000
TOTAL CAPITAL OUTLAY:	20,000				20,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	567,600				567,600

How connected to institution/agency and Board strategic plans:

Boise State University has been developing the biomolecular sciences as a primary research focus since 2000, with particular emphasis on protein structure and function. This highly interdisciplinary effort directly targets diverse biomedical applications, and is central to the NIH-funded Biomedical Research Infrastructure Network (BRIN) and the IDeA Network for Biomedical Research Excellence (INBRE) collaborations that involve Boise State University, Idaho State University, the University of Idaho, and the Veterans Affairs Medical Center in Boise.

Biomolecular and biomedical research infrastructure at Boise State University is the result of numerous NSF Major Research Instrumentation grants, funding of the Institute for Musculoskeletal Research by the Idaho Higher Education Research Council in 2007, a recent \$4M NIH grant to construct a vivarium, and the hiring of new faculty members in key areas. The funds requested here build on these earlier successes and continue the development of a strong collaborative research presence in Boise, including the eventual launch of a PhD program in the biomolecular sciences.

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AGENCY: Idaho State University

Agency No.: 513

FY 2012 Request

Function

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FUNCTION: General Education

No.: 1000

Page 1 Pages

ACTIVITY: F. VA Biomedical

Activity No.:

Original Submission X

Research

or Revision No. ____

Veterans Administration Biomedical Research					
A: Decision Unit No: 12.01	Title: Collaborative			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.5				3.5
PERSONNEL COSTS:					
1. Salaries	300,000				300,000
2. Benefits	120,000				120,000
3. Group Position Funding (GAs)	120,000				120,000
TOTAL PERSONNEL COSTS:	540,000				540,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Materials and Supplies	25,000				25,000
TOTAL OPERATING EXPENDITURES:	28,000				28,000
CAPITAL OUTLAY by summary object:					
1. Start-up equipment (one-time)	275,000				275,000
TOTAL CAPITAL OUTLAY:	275,000				275,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	843,000				843,000

How connected to institution/agency and Board strategic plans:

Idaho State University has begun developing the framework for a large-scale biomedical research enterprise by exploiting the synergistic interactions among the existing scholarly resources within the ISU campus as well as drawing upon the State's biomedical and biotechnology industry and other segments of interdisciplinary biomedical research within the State of Idaho, most particularly infectious disease research at the Veterans Affairs Medical Center in Boise. Thus, in order to most effectively leverage biomedical expertise at institutions across Idaho, we seek to strengthen ISU's position as the lead institution in Idaho for biomedical research, in collaboration with the VA, the University of Idaho and Boise State University. Research and teaching efforts centered on the VA Biomedical Collaborative further the following strategic goals, as articulated in the current ISU and SBOE strategic plans:

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Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

Description:

This line item request will provide financial resources to fund two faculty positions, a post-doctoral fellowship position, and a portion of a grant writer, as well as graduate assistantships, to support the SBOE strategic plan to enhance biomedical research across the State of Idaho. As described in other institutional requests, the goal of this plan is to increase biomedical research and graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at eh Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veterans Affairs, UI, and BSU.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above, funding for 3.5 FTE, as well as funding for graduate assistantships.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **NA.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for ongoing and one-time appropriated funding, as articulated above.**

BUSINESS AFFAIRS AND HUMAN RESOURCES

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: University of Idaho

Agency No.: 514
 Function

FY 2012 Request

FUNCTION: General Education

No.: 01

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ACTIVITY:

Activity No.:

Original Submission X
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A: Decision Unit No: 12.03		Title: CEC increase for faculty and staff			Priority Ranking 3 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	2,333,800				2,333,800
2. Benefits	548,500				548,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	2,882,300				2,882,300
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	2,882,300				2,882,300

How connected to institution/agency and Board strategic plans:

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain. Entering the third year (FY11) without any salary raises and on the tail end of a FY10 temporary salary reduction (furlough), the ability to attract or maintain key staff is being challenged.

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FY12 becomes a critical year in terms of being able to maintain the economic momentum of our efforts or see those efforts toward statewide economic recovery stalled or seriously set back. Nationally, the trend is clearly for reduced levels of salary raise in FY10, but neither the national nor the peer trend shows multi-years of no salary increases. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A commitment to a salary raise in FY12 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2012 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively out of a peer group of 17 institutions. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent funds from the state appropriation.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. The University is falling further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

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4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. This was requested for FY 2011.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: University of Idaho

Agency No.: 514

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FUNCTION: General Education

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ACTIVITY:

Activity No.:

Original Submission X
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Inflationary Increase on Key					
A: Decision Unit No: 12.04	Title: Collections			Priority Ranking 4 of 7	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Library Inflation	350,000				350,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	350,000				350,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1 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.

A comprehensive and up-to-date Library is essential to attract and hold world class faculty, research staff and students, both graduate and undergraduate. Without critical and timely library resources, the quality of research and instruction will suffer and outstanding individuals will not have ready access to the information they need.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Goal 1 Objective 3 Enhance the State's infrastructure and capacity for biomedical research through collaborative efforts between our three public universities and the Veterans Affairs Medical Center (VAMC) Biomedical Research Expansion Initiative.

Goal 2 Objective 8 Enhance opportunities for lifelong learning.

Goal 3 Objective 5 Improve the efficiency of postsecondary educational resources.

Description:

This line item request is to fund the inflationary costs increases of the electronic databases and periodical subscriptions in the University Library. After several years of review, during which the key corpus of materials was reduced to essential publications, the Library is unable to fund the growing inflationary cost increases on these materials. The collection is essential to the instruction and research functions of the University. The electronic databases and periodicals alone have a value of nearly \$3 million and provide access to researchers, faculty and students at our many centers throughout the state. Failure now to fully maintain the collection of key materials only means a greater expense later as the library tries to catch up with essential publications. The databases and periodicals include the most essential works in science, particularly the biomedical sciences; these are also among the most expensive materials to support and are particularly difficult to replace if we do not keep up the subscriptions services. The Library is also suspending the purchase of monographs. Monograph purchases can be handled with one-time funds, but the databases and electronic publications require base support on an on-going basis.

Questions:

1. What is being requested and why? How much funding by source is in the base?

The University Library is requesting base funds of \$350,000 to sustain the current level of electronic databases and publications after a process to pare that collection to the essentials. The base funding for all the materials in question totals nearly \$4 million.

2. What resources are necessary to implement this request?

Ongoing general funds

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire University community is served by this request as it maintains needed research and instructional materials for a quality institution. Because much of the material is in electronic format, the request particularly serves the extended university community – centers in various parts of the state; researchers not on the main campus; distance education students accessing the materials from distant locations. If the request is not funded, the institution will lose key materials and may have to further reduce the number of services we are able to provide to faculty, researchers and students.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Recent institutional base budget reductions have reached a point that they are impacting our ability to provide essential services. These Library needs cannot be met with one-time funds since they are the cumulative effect of inflationary increases in the on-going cost of these materials and there will be further inflationary cost increases in each of the coming years. Providing base funding for FY12 will enable the University to find solid financial footing and position itself to cover subsequent increased costs for these materials.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: University of Idaho

Agency No.: 514

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FUNCTION: General Education

Function

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ACTIVITY:

Activity No.:

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Research Compliance & Safety					
A: Decision Unit No: 12.05	Title: Support		Priority Ranking 5 of 7		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	304,100				304,100
2. Benefits	122,100				122,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	426,200				426,200
OPERATING EXPENDITURES by summary object:					
1. Support Materials & Maintenance	18,000				18,000
2. Office Operations	18,000				18,000
3. Travel	8,000				8,000
4. Software Modules (2)	30,000				30,000
5. Training Service & Materials	52,000				52,000
6. Hazardous & Radioactive Material Disposal	34,000				34,000
TOTAL OPERATING EXPENDITURES:	160,000				160,000
CAPITAL OUTLAY by summary object:					
1. Vehicle	25,000				25,000
2.					
3.					
TOTAL CAPITAL OUTLAY:	25,000				25,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	611,200				611,200

How connected to institution/agency and Board strategic plans:

Board Goal I, 7: Support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the INL at the CAES.

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Board Goal 1, 8: Foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.

UI Goal 2, A 6: Establish, renew, remodel, and reallocate facilities that encourage collaborative interdisciplinary inquiry and provide access to information resources and innovative technologies.

UI Goal 2, B 4: Allocate physical and financial resources for operation, maintenance, safety, and security of technical infrastructure facilities.

UI Goal 4, A 2: Ensure that the University is a safe work and educational environment for its employees and students through proper training and monitoring.

UI Goal 4, B 3: Employ best practices and distribute authority-responsibility-accountability to efficiently and effectively manage the people, programs, and places of the University.

This request will provide the needed increases to compliance and safety services in support of the research mission at UI. These programs are critical to UI's research mission.

Federal regulations govern our use of animals, human subjects and biohazard materials we use in the course of achieving our teaching and research goals. The regulations are stringent and the penalties for non-compliance significant. In 2007, there was an audit finding that required we hire a compliance officer to monitor these activities. Additionally, a benchmark analysis of Research Compliance Office staff size in July of 2006 with comparable Universities indicates a significant gap between staff size at UI and other Universities (see attached analysis). A compliance officer has been hired using internal temporary funds with the understanding that a permanently funded, compliance unit was necessary. The compliance unit is responsible for developing policies to insure adherence to the plethora of compliance regulations we as an institution are bound by. The impact of not funding this activity could be unsafe practices resulting in injury or damage to employees, students or facilities; fines and penalties as well as loss of federal grant funding.

A strong compliance and safety function will serve UI research by establishing clear compliance and safety policies, procedures and processes, train faculty, staff, and students, and monitor efforts. To this end, UI is requesting permanent funding for the Research Compliance Unit, Sponsored Project Trainer, and Lab Safety programs.

Performance Measures: Reduction in deficiencies or violations noted by federal agency inspections involving animals, human subjects, and biohazard materials. Reduction in DEQ and DBS violations involving hazardous materials. Maintenance of Nuclear Regulatory Commission (NRC) license for radioactive materials use. Reduction and severity of injuries involving labs, hazardous or radioactive materials. Time to analyze and correct lead, asbestos, and mold issues associated with University facilities.

Description:

UI is a Carnegie Research University (high research activity) and is part of Idaho's infrastructure and capacity for advanced energy studies. The ability to provide adequate compliance, safety support services, training, monitoring, and enforcement is critical to UI's research success. This request will add four positions to UI's Research Office and two positions to UI's Environmental

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Health and Safety office in support of academic, research, and facility maintenance needs. The needed training support program service and materials will improve availability and timeliness of training provided to UI's staff and faculty while minimizing risk and costs. The critical need to safely remove, store, and dispose of hazardous and radioactive wastes is also addressed in this request. Disposal costs continue to rise along with the amount and number of hazardous substances used on the various UI locations.

This request will specifically provide for:

Research Compliance Unit

- Chief Compliance Officer, NFE3, Full-time benefit eligible, salary \$87,000 benefits \$28,885. This position was filled November 2008, funded through temporary reallocations and is anticipated to continue for the foreseeable future.
- Compliance Auditor, NFE2, Full-time benefit eligible, salary \$50,000, benefits \$20,190. This is a new hire, and upon approval would start recruitment to target a hire date in line with availability of funding. This position would provide federally mandated post approval monitoring of compliance activity.
- Administrative Assistant 2, Pay grade G, Full-time, benefit eligible, salary \$32,072, benefits \$15,977. We have an immediate need to temporarily redirect funds for administrative support to the current compliance officer and oversight committees. To that end are prepared to temporarily reassign other centrally allocated URO administrative support funds to hire an AA2 effective July 2010. However, a permanent salary is being requested from the State to support the work of this unit. The borrowed funds would otherwise support an equally important support staff for the Office of Sponsored Programs.
- Administrative Supplements, in the amount of \$20,000 plus benefits at \$4,700 are requested to support faculty administrative supplements while serving as compliance committee chairs. Rate will vary by appointment, estimated at \$7,000 - 10,000 per chair per year.
- Operating Funds, in the amount of \$50,000 per year are requested to fund basic unit operations, necessary travel, and purchase access to two database modules for tracking and recording the protocols associated with animal care and use and human subjects protection.

Sponsored Project Trainer

- Trainer, NFE2, Full-time benefit eligible, salary \$50,000, benefits \$20,190. This is a new hire, and upon approval would start recruitment to target a hire date in line with availability of funding. This position will develop on-line and face-to-face training modules as well as deliver training and provide information delivery training to content experts.
- Operating Funds, in the amount of \$13,000 per year are requested to fund basic operations, material development costs and limited statewide travel for delivery of specialized courses when most appropriate and for required monitoring and facility reviews.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Laboratory Safety Program

- Lab Safety Technician, Full-time, benefit eligible, salary \$32,510, benefits \$16,080, training & support \$3,000 annually.
- Hazardous Waste Technician, Full-time, benefit eligible, salary \$32,510, benefits \$16,080, training & support \$3,000 annually.
- On-line safety training service \$42,000 annually.
- Emergency spill response equipment maintenance and certifications \$5,000 annually.
- Mold, lead, & asbestos abatement training & certifications \$10,000 annually.
- Hazardous & radioactive waste disposal \$34,000 annually.
- Vehicle to pick-up wastes for storage and disposal \$25,000 one time.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Compliance Office Staff Benchmark FTE Data for IRB/IACUC/IBC Oversight				
University	R&D Expenditures FY 2008	Ranking by R&D Expenditures FY 2008	Compliance Office Staff FTE's (2006)	*Compliance Office Staff FTE's (2010)
University of Idaho	81,532,000	142	1.5	2.37
Kansas State University	137,543,000	115	3.0	5.0
Mississippi State University	210,951,000	83	12.0	11.0
Oklahoma State University	121,226,000	119	6.0	9.0
Auburn University	146,984,000	109	4.0	9.0

***Univ. of Idaho:** 1.0 FTE ORA Manager
0.1 FTE BSO (not part of ORA – located in EH&S)
0.25 FTE Export Control
0.9 FTE Campus Veterinarian (0.1 IT)
0.37 IH Administrative Assistance
TOTAL: 2.62 FTE -0.25 Export Control= 2.37 comparable to peers
• (No COI. Includes Export Control and RCR)

KSU: 1.0 VP for Research Compliance & Campus Veterinarian
1.0 Sr. Admin Specialist
1.0 Research Compliance Auditor
1.0 Research Compliance Officer
1.0 Biosafety Officer
TOTAL: 5.0 FTE (No Export Controls or COI. Includes RCR)
• Export Controls in Pre-award services
• COI in Office of Academic Personnel

MSU: 1.0 Director of Office of Regulatory Compliance & Safety
1.0 Receptionist
1.0 Biosafety Officer & Assistant Director
1.0 IRB Compliance Administrator
1.0 IACUC Compliance Administrator
1.0 IRB Officer and Assistant Director
1.0 Compliance Coordinator
4.0 DVM's Office of Lab Animal Resources
TOTAL: 11.0 FTE (No Export Control, COI or RCR)
• Export Controls in Sponsored Programs
• COI in Sponsored Programs
• RCR in Office of Research and Economic Development

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OSU: 1.0 Assistant VP for Research Compliance
1.0 IACUC Manager
1.0 IRB Manager
1.0 IRB Coordinator
1.0 Biological Safety Officer
1.0 Assistant Biological Safety Officer
1.0 Administrative Assistant
1.0 IT specialist (Systems Administrator)
1.0 Attending DVM

TOTAL: **9.0 FTE (No Export Control or COI. Includes RCR)**

- **Export Control in the Office of University Research Services**
- **COI in Sponsored Research Department**

Auburn University: 1.0 Compliance Director
1.0 IACUC/IRB Compliance Specialist
1.0 IACUC/IRB Compliance Coordinator
1.0 Biosafety Officer
1.0 IBC Administrator
1.0 IACUC Administrator
1.0 Director of the Office of Animal Resources (Attending Veterinarian)
1.0 Associate Director of the Office of Animal Resources
1.0 Director of Laboratory Animal Health

TOTAL: **9.0 FTE (No Export Control, COI or RCR)**

- **Export Control in Office of Research Security and includes 1.0 FTE Export Control Officer**
- **COI handled in VP of Research office**
- **RCR training in OSP**

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: University of Idaho

Agency No.: 514

FY 2012 Request

FUNCTION:

Function

of ____

No.: 01

Page 1 Pages

ACTIVITY:

Activity No.:

Original Submission X

or Revision No. ____

A: Decision Unit No: 12.06		Title: Sustainability Initiatives			Priority Ranking 6 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8				8
PERSONNEL COSTS:					
1. Salaries	434,500				434,500
2. Benefits	116,000				116,000
3. Group Position Funding	60,000				60,000
TOTAL PERSONNEL COSTS:	610,500				610,500
OPERATING EXPENDITURES by summary object:					
Operating	164,000				164,000
Travel	14,500				14,500
Seed Money for Initiatives	30,000				30,000
TOTAL OPERATING EXPENDITURES:	208,500				208,500
CAPITAL OUTLAY by summary object:					
<\$5k	1,000				1,000
TOTAL CAPITAL OUTLAY:	1,000				1,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	820,000				820,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 6 Support and enhance the state's infrastructure and capacity for collaborative research efforts within and among Idaho public universities and colleges and between those institutions and various state, federal, NGO, and private entities.

Goal 2 Objective 5 Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor. This may include relevant medical education programs (nursing, physician assistant, health technicians, and physicians).

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Goal 2 Objective 7 Strengthen partnerships between K-12 organizations and postsecondary institutions to enhance students' abilities to participate in postsecondary educational opportunities.

Goal 3 Objective 3 Improve the postsecondary program completion rate.

Goal 3 Objective 5 Improve the efficiency of postsecondary educational resources.

University of Idaho Strategic Plan Goals and Strategies: 1.4, 1.5, 1.7, 2.2, 2.3, 2.7, 3.5, 3.7, 4.7, 5.A.3, 5.A.4, 5.A.5, 5.A.8, 5.B.6

Description:

Four years ago the University of Idaho made a strategic decision to provide five years of seed funds for five key initiatives that had the potential to make a substantial positive impact on the institutions educational and research capabilities. Two of those initiatives were: "Building Sustainable Communities" and "Sustainable Idaho". Each of these initiatives had both an internal and external focus – internal to provide key experiential learning opportunities to graduate and undergraduate students; mobilize faculty around a significant interdisciplinary effort; and find key institutional efficiencies and savings. The External focus was to reach out to communities throughout the state to bring institutional skill, expertise and time to enable those communities to address critical issues in a recession economy and to position themselves for a sustainable future. Both of these initiatives have been very successful – in attracting external research grants for the university and external funding and grants for the communities they were serving; in providing outstanding experiential learning opportunities for University of Idaho students in addressing very real community issues across the state; in collaborating with community K-12 schools to provide learning opportunities for local school students; by providing key learning opportunities to many students which will position them well to pursue careers in the growing "green" professional service industries; by providing students with the opportunity for a level of personal engagement and satisfaction that will motivate them to finish their undergraduate or graduate degree; by demonstrating to faculty the power of interdisciplinary work and by developing the administrative structures and experience that will lead to other successful interdisciplinary efforts at the University. The programs also provided an outstanding service to the communities with whom they worked – bringing in grants and contracts to support the communities efforts at creating a viable community future; by helping the communities to understand key environmental variables that underlie the communities economic, social and educational needs in both the short and long term; and by providing training to key community leadership to plan and manage community resources for sustainable futures. On campus, the programs have started and sustained institutional efforts for a "greener" campus.

The programs have proved themselves over the ensuing 4 years, but the seed funding will end at the close of FY2011. The programs have the potential to provide for significant economic impact throughout the state and are the very sort of programs the state needs in order to position many communities to face the current economic challenges and to prepare themselves for a more viable economic and social future. As is evident from the number of internal strategic plan goals addressed by these programs, these initiatives are positioned at the very core of the Universities efforts to infuse the educational program with experiential learning opportunities and to create powerful interdisciplinary research, education and outreach activities that can bring many University resources to bear on key state issues.

One component of these two initiatives recently garnered national attention. The University partnership with the Coeur d'Alene Tribe and Communities won the Outreach Scholarship/W.K.

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Kellogg Foundation Engagement Award for the western U.S. region. It is one of five national finalists for the C. Peter Magrath University/Community Engagement Award

The programs need base funding in order to sustain their momentum and build on the success they have established over the past four years. Funding for these programs would be a key investment in both education and research activity statewide and would have a noticeable economic impact throughout the state as communities prepare themselves for the new economic future.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The University is requesting base funding for these programs in the amount of \$820,000 to enable the programs to continue after the “seed” funding expires. Existing staffing has been consistent with start up efforts – primarily individuals devoting part time to the initiatives; much of the remainder of current staffing has been in the form of student employment – as graduate assistants or undergraduate employment. Moving the programs from incubator status to full blown efforts requires permanent staffing levels with full time individuals able to move the programs forward. There is not current base funding source for these programs and, in light of recent budget reductions, it will be very difficult to marshal base resources to fund these programs in an effective manner.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The waste minimalization program will require:

Recycling and Materials Manager - \$50,000 per year salary and benefits

Compost Manager - \$50,000 per year salary and benefits

Outreach and engagement Coordinator - \$50,000 per year salary and benefits

Student Ambassadors – 3 at \$5,000 per position

The Sustainable Food Systems Program, which seeks to substantially increase the use of locally grown food in meeting the Universities food service needs, will require:

Food Systems Program Manager - \$50,000 per year salary and benefits

Soil Stewards Organic Farm Manager - \$50,000 per year salary and benefits

Student Soil Stewards – 2 at \$5,000 each

The Sustainability Center Operations will require:

Director – \$83,000 per year salary and benefits

Communications Manager - \$50,000 per year salary and benefits

Finance Coordinator - \$45,000 per year salary and benefits

Operating Budget of \$42,000 per year, including \$30,000 per year in seed funds to start the next set of sustainability initiatives.

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The program in "Building Sustainable Communities" requires total base funding of \$320,000 per year. This will fund fractional parts of many different faculty salaries as they engage in or move through the many projects conducted by this program. The base funding will also support graduate assistant salaries, in varying numbers, as the various projects call for or need that form of assistance. The program will also contract for grant writing assistance in support of community grant proposals and will need funds for travel as these programs take place throughout the state. Each of the expenditure categories will vary from year to year as the nature and location of the community assistance changes.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. No redirection will take place.
 - c. List any additional operating funds and capital items needed.
3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The request serves graduate and undergraduate educational opportunities; funded research activity; interdisciplinary outreach activities and many local communities. The funding would provide a financially sustainable future for a proven, award winning initiative that meets all three of the institutions roles in education, research and outreach.

If the request is not funded, the institutional funding will run out at the end of 2011 and key momentum will be lost in what has proven itself to be a viable and important initiative.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

It is only now that these initiatives have reached a point of both programmatic success and the end of start-up funding. They were not ready for a base funding decision in the prior fiscal year.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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JUNE 17, 2010

AGENCY: University of Idaho

Agency No.: 514

FY 2012 Request

FUNCTION: General Education

Function

of 2

No.:

Page 1 Pages

ACTIVITY:

Activity No.:

Original Submission X

or Revision No. ____

A: Decision Unit No: 12.07		Title: Biomedical Research			Priority Ranking 7 of 7
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.30				2.30
PERSONNEL COSTS:					
1. Salaries	205,000				205,000
2. Benefits	72,000				72,000
3. Group Position Funding	120,000				120,000
TOTAL PERSONNEL COSTS:	397,000				397,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Supplies	20,000				20,000
TOTAL OPERATING EXPENDITURES:	23,000				23,000
CAPITAL OUTLAY by summary object:					
1. Startup/lab equipment (one-time)	250,000				250,000
TOTAL CAPITAL OUTLAY:	250,000				250,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	670,000				670,000

How connected to institution/agency and Board strategic plans:

UI Goals – Scholarly and Creative Activity, and Outreach and Engagement

SBOE Goal – Goal 1, Quality; Objective 4 Enhance the State's infrastructure and capacity for biomedical research through collaborative efforts between our three public universities and the Veterans Affairs Medical Center (VAMC) Biomedical Research Expansion Initiative.

Description:

This request is for two faculty positions, startup funds, graduate stipends, and a portion of a grant writer to support the SBOE strategic plan to enhance biomedical research in Idaho. The goal of this plan is to increase graduate education in biomedical fields in Idaho and to establish

BUSINESS AFFAIRS AND HUMAN RESOURCES

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a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veteran's Affairs, ISU, and BSU.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

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JUNE 17, 2010

AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2012 Request

FUNCTION:

Function

ACTIVITY: PACE Program

No.:

Page 1 of 3 Pages

Enhancements

Activity No.:

Original Submission X

or Revision No. ____

A: Decision Unit No: 12.02		Title: PACE Program Enhancements			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	349,000				349,000
2. Benefits	127,500				127,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	476,500				476,500
OPERATING EXPENDITURES by summary object:					
1. Instructional Materials	12,000				12,000
2. Supplies	20,500				20,500
3. Program Expense	11,000				11,000
TOTAL OPERATING EXPENDITURES:	43,500				43,500
CAPITAL OUTLAY by summary object:					
1. Computers/Office Setup	30,000				30,000
2. Instructional Computers/Technology	35,000				35,000
TOTAL CAPITAL OUTLAY:	65,000				65,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	585,000				585,000

How connected to institution/agency and Board strategic plans:

Idaho State Board of Education Strategic Plan 2010-2014

Idaho State Board of Education Mission and Goal Statement for Lewis-Clark State College

Description:

Strategic Plan 2010-2014

- Goal: Quality – Set policy and advocate for continuous improvement of the quality of Idaho's educational system.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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- o Objective 2. Increase the availability of highly qualified teachers, especially in high need areas.
- Goal: Access - Set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Mission and Goal Statement for Lewis-Clark State College

- In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, teacher preparation, and professional-technical education.
- The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.
- Other assigned emphasis areas are the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.

The Pathways to Alternate Certification and Endorsement (PACE) Programs address all three goals by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies.

The Natural Sciences Division provides required courses for the Bachelor of Science in Nursing, the Associate of Science in Radiologic Technology, and the Bachelor of Science in Medical Diagnostic Imaging degrees.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding is requested to support personnel, OE and CO needs for expanding the Elementary and Secondary PACE programs and required course offering by the Division of Natural Sciences and Mathematics. PACE is a nationally recognized, unique, alternative certification program that meets the needs of individuals and school districts throughout the state, particularly as districts struggle to meet the requirements for highly qualified teachers as specified in the No Child Left Behind legislation.

This proposal serves the pre-Nursing, pre-Radiographic Technician and pre-Dental Hygiene programs at Lewis-Clark State College. These programs are currently experiencing rapid growth with the infusion of new resources and the new Nursing & Health Science facility. These positions will allow us to accommodate the increased enrollments in these programs by offering needed capacity in critical allied health courses including: Anatomy (BIOL 252), Physiology (BIOL 253), Microbiology (BIOL 250), General/Organic/Biochemistry for Health Sciences (CHEM 105), Nursing Genetics (ID 307) and Pathophysiology (BIOL 312).

The Assistant Professor of Biology position represents much needed new capacity for programs both in the Health Sciences and in Natural Science. The Associate Professor of Biology has been funded on the NIH-INBRE grant for the past four years and the incumbent faculty member currently delivers key pre-nursing courses as well as online General

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

Education Core laboratory science which serves rural students located at distant sites. This grant funding expires in April 30, 2009 and retention of this position is necessary.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Assistant Professors (4): \$45,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2011; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Association Professors (1): \$48,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2011; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Instructional Technician (1): \$32,000 + fringe & health insurance; support students in a distance learning technology environment

Adjunct Faculty: \$89,000 + fringe & no health insurance benefits; to teach summer credits as needed for the PACE Teacher Education Programs

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None
- c. List any additional operating funds and capital items needed.

Operating funds: instructional materials, supplies, direct program expenses

Capital: computers and office setup; instructional computers

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

On-going general funds except for capital items

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The PACE Programs currently serve 177 candidates, 85 in elementary education, 89 in secondary education, and 3 in Special Education in rural and remote districts throughout the state. If this request is not funded, we will not be able to expand the programs which will limit access.

The Biology positions will allow us to increase by 75 the number of pre-Nursing and other allied health students served. If this request is not funded, we will not be able to expand the course offerings in support of Nursing and other allied health programs.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

NA -This request was included in FY2010 and FY2011 budget requests

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2012 Request

FUNCTION:

Function

ACTIVITY: Pi'amkinwaas Student

No.:

Page 1 of 3 Pages

Ctr

Activity No.:

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.03		Title: Pi'amkinwaas Student Center			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	74,600				74,600
2. Benefits	33,000				33,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	107,600				107,600
OPERATING EXPENDITURES by summary object:					
1. Supplies	5,000				5,000
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	112,600				112,600

Supports institution/agency and Board strategic plans:

SBOE Accountability – Set policy and advocate for effective and efficient use of resources in delivery of Idaho's educational system.

SBOE Objective - Improve the postsecondary program completion rate.

- Performance Measure: Proportion of full-time, first-time students who complete their programs within 1½ times the normal program length.
- Benchmark: Number of first year students who complete their program is equivalent to the median of the institutions' peers.
- Performance Measure: Proportion of full-time, first-time students are retained to the following fall semester.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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- Benchmark: Proportion who is retained is equivalent to the median of the institutions' peers.
- Performance Measure: The proportion of bachelor's degree recipients who do not exceed 125% of the credits required for the degree.
- Benchmark: The proportion of associate degree transfer students who go on to receive a bachelor's degree and who do not exceed 125% of the credits required for the degree will increase and will be comparable to peer institutions.

LCSC Goal II. Access: Support the Idaho State Board of Education's efforts to improve access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Description:

The Pi'amkinwaas – American Indian Center for Educational Excellence – promotes a positive learning environment which provides student support services with consideration to the unique cultural and community values of American Indian people. The center is respectful and inclusive of student representatives of all nations. As part of its service delivery Pi'amkinwaas houses grant initiatives which support our Indian population. Two programs currently housed are American Indian Students in the Leadership of Education (AISLE), and American Indian Students in the Leadership of Education Teacher Project (ATP). Federal funding for the AISLE program has ended and we seek support to continue this successful program for Native American and other minority students.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding is requested to support personnel, OE and CO needs for Pi'amkinwaas – American Indian Center for Educational Excellence. The center is physically located close to the LCSC campus and serves as a "gathering place" for Native American students to study, receive advising, and otherwise adjust to college life.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Coordinator (1): \$43,000 + fringe & health insurance; full-time 12 months; anticipated hire July 1, 2011; provides overall leadership and administration of Pi'amkinwaas, advises students, secures external funding for program initiatives, serves as LCSC liaison to the Nez Perce and Coeur d'Alene Tribes, advises the LCSC administration of Native American student educational needs.

Administrative Assistant I (1): \$21,600 + fringe & health insurance; full-time 10 months; anticipated hire August 2011; to perform administrative duties for program.

Instructional Aids: \$10,000 + fringe & no health insurance; to provide tutoring support.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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It is anticipated that the Coordinator of Pi'amkinwaas will report to the Office of Native American/Minority Student Services.

- c. List any additional operating funds and capital items needed.

Operating funds: instructional materials, supplies

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Native American and other minority students are the primary beneficiaries of this request. Lack of funding would eliminate the Center's current programs which support these students and their families (e.g. assisting students who are single parents) and the mentoring and tutoring services which have enabled students in the cohort to overcome cultural and personal challenges and obtain degrees in teaching, health professions, and other LCSC mission areas.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A – Unapproved Line Items from prior year budget requests have been prioritized first.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Lewis-Clark State College FUNCTION: ACTIVITY: Dental Hygiene	Agency No.: 511 FY 2012 Request Function No.: Page 1 of 3 Pages Activity Original Submission <u> X </u> or No.: Revision No. <u> </u>

A: Decision Unit No: 12.04	Title: Dental Hygiene			Priority Ranking 4 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2				2
PERSONNEL COSTS:					
1. Salaries	77,600				77,600
2. Benefits	34,700				34,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	112,300				112,300
OPERATING EXPENDITURES by summary object:					
1. Instructional Materials	37,400				37,400
2. Supplies	3,000				3,000
3. Program Expenses	91,000				91,000
TOTAL OPERATING EXPENDITURES:	131,400				131,400
CAPITAL OUTLAY by summary object:					
1. Instructional Technology	10,000				10,000
TOTAL CAPITAL OUTLAY:	10,000				10,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	253,700				253,700

Supports institution/agency and Board strategic plans:
How connected to institution/agency and Board strategic plans:

Idaho State Board of Education Strategic Plan 2010-2014

Idaho State Board of Education Mission and Goal Statement for Lewis-Clark State College

Goal: Access – Set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Objective 5. Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor. This may include relevant medical education programs (nursing, physician assistant, health technicians, and physicians).

There are no dental hygiene programs in northern Idaho, creating an access issue for students living in Region 1 and 2. The nearest programs are Boise to the south (Apollo College – Private

BUSINESS AFFAIRS AND HUMAN RESOURCES

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school), Pasco, Washington to the west (Columbia Basin College – Washington Public Community College) and Cheney, Washington to the north (Eastern Washington University – Washington Public University). Access to the two Washington institutions is limited due to the out of state status of the students.

Performance Measure: Number of graduates qualified to enter high-demand careers.

Benchmark: Number of qualified graduates increases year to year.

The program will admit a six (6) cohort each fall term and they will graduate two years later. Based on the competitive admission process, it is anticipate that the full cohort will graduate intact.

Due to accreditation limitations, the graduate count will not exceed six (6) students per year.

Description:

This request is to extend the partnership between Lewis-Clark State College (LCSC) and Lane Community College (Lane CC). This partnership was formed as the result of a community based job training grant received by Lane CC. The arrangement provides for distance delivery of all the dental hygiene didactic courses from the Lane CC campus, with all the clinic experience occurring at the LCSC site. The program is fully accredited by the Commission on Dental Accreditation and must continue to be so to allow the graduates to sit for the National Dental Hygiene Board exam.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding is being requested to support personnel, operating expenses and capital outlay needs for the continuation of the 2-year Dental Hygiene program. This Lewiston-based, program was initiated through a federal grant to Lane CC in Eugene, Oregon. Funding though this grant will terminate in 2010 and LCSC seeks funds to continue the cooperative effort with Lane CC to provide needed dental hygienists for the Northern Idaho region.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Assistant Professor (1): \$49,500 + fringe & health insurance, full-time 10 months; anticipated hire August 2011; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Administrative Assistant I (1): \$28,100 + fringe & health insurance, full-time 12 months; anticipated hire August 2011; to perform administrative duties for program.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This is a new initiative for the college from a funding perspective. All prior efforts have been grant funded and if this request is approved, those resources will continue as noted in this request.

- c. List any additional operating funds and capital items needed.

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Operating funds: instructional materials, supplies, direct program expenses, contract agreements with practicing dental hygienists and dentists in support of the instructional program.

Capital: instructional equipment

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

On-going general funds except for capital items

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Cohorts of 6 students per year are enrolled in the dental hygiene program. Fall 2010 there will be 12 students enrolled in the program and the first graduating class of 5 will have completed their program in May 2010. If this request is not funded and other funds are not secured, the program will be terminated.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A – Unapproved Line Items from prior year budget requests have been prioritized first. This is the first year this project has been requested.

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AGENCY: College of Southern Idaho

Agency No.:

FY 2012 Request

FUNCTION: Education

Function

No.:

Page 1 of 3 Pages

ACTIVITY:

Activity No.:

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.02		Title: Nursing Positions			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.4				3.4
PERSONNEL COSTS:					
1. Salaries	126,200				126,200
2. Benefits	49,600				49,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,800				175,800
OPERATING EXPENDITURES by summary object:					
1. Supplies	0				
2. Materials	0				
TOTAL OPERATING EXPENDITURES:	0				
CAPITAL OUTLAY by summary object:					
1. Equipment	0				
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	175,800				175,800

How connected to institution/agency and Board strategic plans:

Board Goal Access - Goal 5

Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor. This may include relevant medical education programs (nursing, physician assistant, health technicians, and physicians).

CSI Goal 1: Provide convenient, affordable and equitable access to our programs, services and resources.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The FY 2010 appropriation included \$730,700 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the College of Southern Idaho Board of Trustees for FY 2010 were estimated to make up the difference.

As a result of adjustments to the amount stimulus funds available for higher education for FY 2011, CSI will receive \$205,400. There are no stimulus funds anticipated for FY 2012.

The request for 3.4 full time equivalent nursing faculty salaries and benefits is to continue to maintain faculty that have been previously funded with grant and community donated funds. Through this proposal, these faculty members will move to the general fund base for funding. This will allow us to continue to operate our nursing program and provide the proper staffing for our new health science and human services building.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is to provide funding for faculty members who have been funded through grants, donations or stimulus funds over the last four years. These positions are critical in maintaining the current level of nurses we graduate from CSI each year. Approximately 109 registered nurses graduate from our program each year.

There are currently 16.4 FTE of instructional staff in the nursing department funded in our general fund base.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

See table below.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

These positions are currently integrated into our nursing department. We do not expect existing operations to be negatively impacted.

- c. List any additional operating funds and capital items needed.

No additional funding other than salaries is needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

We will continue to utilize grant funds to the maximum extent possible. These faculty were funded on grants and donated funds that have ended and we need to keep them in order to maintain our 109 registered nursing graduates each year.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students and staff of the College of Southern Idaho are the primary beneficiaries of this request. Ultimately, the residents of the Magic Valley and the state will benefit from the health care providers educated in this facility.

If the request is not funded, we will be faced with the reallocation of resources or the loss of these individuals as faculty. At a time when nursing and health care providers are critically needed, it does not make good economic sense to reduce our program numbers.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

This is our number two priority. This decision unit was requested but was not funded last year. We continue to have difficulties funding these positions through the CSI general fund, donated funds and grants. Based upon current commitments, donated funds are decreasing from approximately \$170,000 in FY 2010 to \$50,000 in FY 2011 and FY 2012. Additionally, other grant funding has ended.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

3566 - HSHS CBJT Grant Salaries Moved to General Fund In FY 10

	Salary	Benefits	Total	FTE
Nursing Instructor	14,000	1,400	15,400	0.40
Simulator Instructor	24,500	11,480	35,980	0.70

3874 - Donation Account - FY 11

	Salary	Benefits	Total	FTE
Various Part Time	10,000	2,200	12,200	0.25
Nursing Instructor	36,157	16,655	52,812	1.00
Nursing Instructor	41,500	17,830	59,330	1.00
Total	126,157	49,565	175,722	3.35

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: North Idaho College

Agency No.: 120601

FY 2012 Request

FUNCTION: Community College

Function

No.:

Page 1 of 2 Pages

ACTIVITY: Strategic Initiatives

Activity No.:

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.01		Title: Capacity Needs			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS: (1) Director of Nursing (2) eLearning System Administrator					
1. Salaries	120,000				120,000
2. Benefits	50,000				50,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,000				175,000
OPERATING EXPENDITURES by summary object:					
1. Renovations/Remodeling	a) 7,500				
a) Communications classrooms	b) 78,200				
b) Update equipment and furniture in Boswell Hall	c) 75,000				
c) Social Science Division space expansion	0				
	All OE is One-Time				
TOTAL OPERATING EXPENDITURES:	160,700				160,700
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	335,700				335,700

Supports institution/agency and Board strategic plans:

Goal: Access, Objective 5 – Increase student access to programs that produce graduates qualified to enter high-demand careers

Performance Measure: Number of graduates qualified to enter high-demand careers

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Goal: Access, Objective 4 – Improve the rate of high school graduates advancing to postsecondary education, including minority students

Performance Measure: Number of high school graduates and minority students advancing to postsecondary education

NIC Strategic Plan Goal: Improve and expand educational opportunities, programs and courses for the student population and community.

Description:

North Idaho College is requesting \$335,700 for personnel and facility remodeling to allow the college to serve more students. NIC has experienced unprecedented growth over the last two years and it anticipates a new record for enrollment in FY11. The college has been unable to expand programs or course offerings in part due to not having the personnel available to facilitate the increased student population or the space available to place the additional students.

NIC's first priority is to expand our offerings in the health professions area. Unfortunately, due to budget constraints the college has not been able to add staff to this area. Our request to add a Director of Nursing position is made to free up time of our current staff and allow them the time to develop much needed new health profession programs like physical therapist assistant or dental assistant programs. Our current staffing levels do not allow for thoughtful strategic planning for new programs as they are occupied with the demands of our existing programs. A new employee charged with directing our nursing programs will provide time for our Dean of Nursing and Health Professions to fully study and develop high-demand programs.

The college's second personnel request is for an eLearning System Administrator. NIC has greatly expanded its eLearning presence in the state and region. The eLearning System Administrator would assist with the implementation, management, and improvement of North Idaho College's learning management system and other eLearning applications, and manage general security, backup, reliability and automation aspects of the system. Our eLearning staff are experts at developing course improvement strategies, but they lack the expertise of a systems administrator. This new position would allow NIC to expand its eLearning offerings, assure security of our system, and innovation in our delivery processes.

Our operating expenditures requests involve renovating existing spaces to allow for instructional innovation and better utilization of space. The college's Communications department has established a comprehensive assessment technique, but lacks the necessary technology to deal with the increased enrollment. Their request would allow the college to equip rooms with appropriate technology for video and audio capture and streaming video capability, while expanding the number of seats available in the Speech classes.

Another academic division of the college experiencing tremendous growth is our Social Science Division. Their current quarters are limiting and inefficient. This request for remodeling funding will allow the division to better utilize the space they occupy and thereby better serve more students.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Community Colleges
FUNCTION: College of Western
Idaho

Agency No.: 507
 Function
 No.: 01

FY 2012 Request
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 Original Submission X
 or Revision No.

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.05		Title: Enrollment Growth			Priority Ranking 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.00				5.00
PERSONNEL COSTS:					
1. Salaries	\$ 200,000				\$ 200,000
2. Benefits	\$ 87,200				\$ 87,200
3. Group Position Funding	\$ 500,000				\$ 500,000
TOTAL PERSONNEL COSTS:	\$ 787,200				\$ 787,200
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$ 244,000				\$ 244,000
2.					
TOTAL OPERATING EXPENDITURES:	\$ 244,000				\$ 244,000
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 1,031,200				\$1,031,200

How connected to institution/agency and Board strategic plans:

This request is connected to the CWI strategic plan's goals as follows:

Goal 2: CWI attracts and retains students through quality teaching, accessible and affordable programs and responsive approach.

Goal 4: CWI provides quality services to all learners to enhance community vitality, employability and personal achievement.

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Having sufficient funding per academic FTE will allow CWI to achieve these several goals.

Description:

CWI assigned priority #1 to the Supplemental Request (DU 4.31), and #2 to this Line Item (DU 12.05), and #3 to DU 12.01, Occupancy Costs.

This FY 2012 Line Item is being submitted in conjunction with an FY 2011 Supplemental Appropriation request.

Both requests are designed to allow CWI to be funded at the same amount per academic full time equivalent (FTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI). This amount is approximately \$2,787, based upon the FY 2011 General Fund original appropriation to those institutions. This amount was calculated by the State Board of Education using current appropriation and FY 2010 full-time equivalent enrollment information provided by NIC & CSI.

Using this per-academic FTE amount, a FY 2011 state General Fund supplemental appropriation to CWI would support 1,511 student FTE. The projected CWI student FTE for 2011 is 2,464 FTE, for a funding gap of 953 FTE. Multiplying \$2,787 by 953 equals \$2,656,000 (rounded). Funding for this amount was requested in Decision Unit 4.31. CWI assumes a 15% growth rate in credit hours generated from FY 2010 to FY 2011.

The projected CWI student FTE for 2012 is 2,843, a gap of 370 (assuming the FY 2011 supplemental was funded). Multiplying \$2,787 by 370 equals \$1,031,200 (rounded), which is requested for FY 2012. If the FY 2011 supplemental appropriation is not fully-funded, unfunded amount would need to be added to the FY 2012 request if funding parity were to be possible.

CWI assumes a 15% growth rate in credit hours generated from FY 2011 to FY 2012.

This request is not part of the FY 2012 Enrollment Workload Adjustment (EWA) request because CWI does not yet have the 3-year rolling average enrollment history needed for the actual EWA calculation.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CWI requests additional support for enrollment growth in FY 2011.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

If this request was approved, CWI would first consider hiring instructional faculty. The ratio of full- to part-time (adjunct) would be determined based upon the amount appropriated. Remaining funds would be used for Operating Expenses at the college, primarily infrastructure (utilities, information technology) related, as determined by enrollment circumstances.

- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Ongoing general funds are being requested.

- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Existing and new students will be served with this request. Not funding this request will cause difficulties in meeting community expectations for an open access community college, particularly in light of the tremendous sustained enrollment growth being experienced by CWI.

- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

This item was requested in the FY 2011 budget request as an FY 2010 Supplemental with FY 2011 Line Item, and was recommended by the Governor, but was not funded.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Ag Research and Extension
FUNCTION: Ag Research & Extension

Agency No.: 504
 Function
 No.: 02

FY 2012 Request
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 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

CEC Increase for Faculty and Staff					
A: Decision Unit No: 12.01	Title: Staff			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	626,200				626,200
2. Benefits	147,200				147,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	773,400				773,400
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	773,400				773,400

How connected to institution/agency and Board strategic plans

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generates more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain. Entering the third year (FY11) without any salary raises and on the tail end of a FY10 temporary salary reduction (furlough), the ability to attract or maintain key staff is being challenged.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

FY12 becomes a critical year in terms of being able to maintain the economic momentum of our efforts or see those efforts toward statewide economic recovery stalled or seriously set back. Nationally, the trend is clearly for reduced levels of salary raise in FY10, but neither the national nor the peer trend shows multi-years of no salary increases. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A commitment to a salary raise in FY12 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2012 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively out of a peer group of 17 institutions. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Ongoing funds from the state appropriation.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. The University is falling further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. This was requested for FY 2011.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Education Programs
FUNCTION: Wa-Id Veterinary
Medicine

Agency No.: 515
 Function
 No.: 01

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 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

CEC Increase for Faculty and Staff					
A: Decision Unit No: 12.01	Title: Staff			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	11,500				11,500
2. Benefits	2,700				2,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	14,200				14,200
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	14,200				14,200

How connected to institution/agency and Board strategic plans

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain. Entering the third year (FY11) without any salary raises and on the tail end of a FY10 temporary salary reduction (furlough), the ability to attract or maintain key staff is being challenged.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

FY12 becomes a critical year in terms of being able to maintain the economic momentum of our efforts or see those efforts toward statewide economic recovery stalled or seriously set back. Nationally, the trend is clearly for reduced levels of salary raise in FY10, but neither the national nor the peer trend shows multi-years of no salary increases. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A commitment to a salary raise in FY12 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2012 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively out of a peer group of 17 institutions. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent funds from the state appropriation.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. The University is falling further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. This was requested for FY 2011.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Health Education Programs
FUNCTION: WWAMI Medical
Education

Agency No.: 515
 Function
 No.: 02

FY 2012 Request

Page 1 of 2 Pages
 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	15,300				15,300
2. Benefits	3,600				3,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	18,900				18,900
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	18,900				18,900

How connected to institution/agency and Board strategic plans

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain. Entering the third

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

year (FY11) without any salary raises and on the tail end of a FY10 temporary salary reduction (furlough), the ability to attract or maintain key staff is being challenged.

FY12 becomes a critical year in terms of being able to maintain the economic momentum of our efforts or see those efforts toward statewide economic recovery stalled or seriously set back. Nationally, the trend is clearly for reduced levels of salary raise in FY10, but neither the national nor the peer trend shows multi-years of no salary increases. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A commitment to a salary raise in FY12 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2012 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively out of a peer group of 17 institutions. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent funds from the state appropriation.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. The University is falling further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. This was requested for FY 2011.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Health Programs

FUNCTION: WWAMI

ACTIVITY: Graduate Medical

Agency No.: 515

Function No.: 02

Activity No.:

FY 2012 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Family Medicine Residency - CdA			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.25				.25
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	50,000				50,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	5,000				5,000
2.					
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: **Increase student access to relevant medical education programs (e.g., medical residents and physicians)**

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program and its partner institutions, the University of Washington School of Medicine and the University of Idaho, to develop a Family Medicine Residency program in Coeur d'Alene. Currently, Idaho has two family medicine residency programs in Boise and Pocatello which are both affiliated with WWAMI. This will be a new family medicine residency program in Coeur d'Alene which will also be affiliated with WWAMI, and its Idaho partner the University of Idaho. This temporary program director will be located at the University of Idaho – Coeur d'Alene offices.

Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state,

BUSINESS AFFAIRS AND HUMAN RESOURCES

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particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

Performance Measure: Number of family medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of family medicine residents in Idaho will increase each year until a full program of 6 residents per year for a three year program is established.

Description:

Expanding medical residency training (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education ranked ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

Coeur d'Alene and Kootenai Medical Center have the clinical resources to support a family medicine residency program. It is anticipated that having a family medicine residency program in North Idaho will help with the recruitment of family physicians to this area. This newly formed program would plan to interview applicants during the fall of 2011 and accept its first entering class to begin training in July 2012.

A part-time program director (0.5 FTE) will be required to help with the planning and interviews over the academic year of 2011 – 2012. This request is for half of the part-time program director's time (0.25 FTE) and no benefits. The remainder of the program director's time and benefits will be paid by the community. Operating costs will cover the interviewing process during this academic year. Administrative support costs will be covered by the community. There are no anticipated capital costs. This is a one-time request for funding, to be managed through the Idaho WWAMI GME office at University of Idaho – Boise.

Future requests for funding will include funding to support residents' salaries as the program grows into a full three year program with 6 residents projected for each of the three training years. The best estimated cost of training a resident for one year is approximately \$125,000. The below table is an estimate of the funding that may be requested as the family medicine residency program develops and expands in CDA. This is approximately the amount per resident that the Family Medicine Residency of Idaho and the ISU Family Medicine Residency programs receive. The new family medicine residency program in CDA would expect to receive the same amount of funding per resident per year as the other two programs.

Fiscal Year	#of Residents	Amount/resident	Base	Request
FY 2013	6	\$34,000	-	\$204,000
FY 2014	12	\$34,000	\$204,000	\$204,000
FY 2015	18	\$34,000	\$408,000	\$204,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Programs

FUNCTION: WWAMI

ACTIVITY: Graduate Medical

Agency No.: 515

Function No.: 02

Activity No.:

FY 2012 Request

Page 1 of 3 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.03		Title: GME Office			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.50				.50
PERSONNEL COSTS:					
1. Salaries	65,000				50,000
2. Benefits	18,000				18,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	83,000				83,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	7,000				7,000
2. Travel	6,000				6,000
3. IT	4,000				4,000
TOTAL OPERATING EXPENDITURES:	17,000				17,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	100,000				100,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: Increase student access to relevant medical education programs (e.g., medical residents and physicians)

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program, to develop an Office of Graduate Medical Education (GME), to be located at the UI Boise Center. This office would be a collaborative expansion of the Idaho State Board of Education's contract with the University of Washington School of Medicine's WWAMI Program and its state partner, the University of Idaho. The Idaho WWAMI GME Office would bring a single-point, in-state focus to supporting and expanding GME in Idaho, through work with existing GME (medical residency) programs and through facilitation and support of the development of new GME programs in Idaho.

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The Idaho WWAMI GME Office would work to increase access to medical education in Idaho at the graduate or residency level, both in existing residency programs (family medicine, internal medicine, psychiatry) and through the development of new residency programs at regional medical centers in Idaho. Several study groups have concluded that increasing the number of resident physicians in training in Idaho is the fastest way to increase the physician workforce in our state, particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

In addition, this GME office and staff could provide coordination and reporting for all non-university or community-based residency (GME) programs that receive Board of Education funding in Idaho. Currently, three of the four Idaho residency programs are non-university or community-based programs, and that number is expected to increase throughout the state.

Performance Measure: Number of medical resident physicians in Idaho GME programs per 100K of Idaho's population.

Benchmark: Number of medical resident physicians in Idaho GME programs (per 100K of Idaho's general population) will increase each year until favorable with other states in the Northwest.

Description:

Expanding medical residency training (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). But nowhere in Idaho is there a central office charged with managing and coordinating this support, funding, expansion, and development. The current four residency programs in Idaho (2 Family Medicine, 1 Internal Medicine, 1 Psychiatry) are all affiliated with or part of the UW School of Medicine WWAMI network of residency programs, but function independently from one another. While maintaining each program's independence, the Idaho WWAMI GME Office would identify ways to support increased educational activities, funding, recruitment, collaboration, and expansion among existing GME programs, as well as work to identify, support, and assist in the development of new GME sites and programs in Idaho. The office would be located centrally at the UI Boise Center, in proximity to three of the existing GME programs in Idaho, and near the offices of the Idaho Medical Association, the Idaho Hospital Association, and the State Board of Education.

The Idaho WWAMI GME Office would be staffed by a part-time physician-director (.25 FTE) and a part-time administrative assistant (.25 FTE). The physician director would also be a licensed physician in Idaho with prior GME faculty experience. The assistant staff member would be a shared position with the WWAMI Clinical Medical Education Office at the UI Boise Center. Both positions would be benefit-eligible either through UI or their other shared employer. Operating expenses include the costs of maintaining and operating an office, travel to support, assess, and coordinate GME program activities across Idaho and with affiliated accredited programs, and IT (information technology) costs for computer technology and video conferencing. There are no anticipated capital costs. This is an ongoing request for annual funding, as part of an expanded WWAMI contract. The time required for the physician-director and administrative assistant are anticipated to increase to at least 0.5 FTE as the number of GME programs in Idaho expand in the future.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The Idaho WWAMI GME Office is an addition to an existing agency and state contract (WWAMI). It will not be a degree or certificate granting unit. The academic programs that this office will work with will maintain their own accreditations, as either a LCME-accredited medical school or ACGME-accredited residency program. This office will also participate in supporting the process of accreditation for any newly developed GME programs in Idaho.

There is no similar office to coordinate development, expansion, and funding of GME throughout Idaho. As Idaho's responsibility center for regional, contracted medical education over the past 37 years, the Idaho WWAMI Medical Education Program is strategically positioned to take on coordination of Graduate Medical Education support, development, and expansion throughout the State. As Idaho's needs expand, so should the WWAMI Program partnership in Idaho. Developing an Idaho WWAMI GME Office at UI Boise is a logical next step toward the established recommendations of the State Board of Education and multiple groups that have spent many hours studying and planning for Idaho's medical needs and future.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Programs

Agency No.: 515
 Function

FY 2012 Request

FUNCTION: WICHE

No.: 06

Page 1 of 2 Pages

ACTIVITY:

Activity No.:

Original Submission X
 or Revision No. ____

A: Decision Unit No: 12.01		Title: Restore two optometry seats			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. General Services					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$31,200				\$31,200
LUMP SUM:					
GRAND TOTAL	\$31,200				\$31,200

Supports institution/agency and Board strategic plans:

Goal 1: Well Educated Citizenry

Objective E: Curriculum Alignment – Align curriculum with workforce needs

Performance Measure: Number of Idaho Students enrolled WICHE Programs (2 in each of the first, second, third and fourth year).

Description:

Idaho's participation in the Western Interstate Commission for Higher Education (WICHE) Professional Student Exchange Program (PSEP) helps Idaho residents to enroll in out-of-state professional programs. Idaho currently participates for the field of Optometry. Idaho students accepted to this program benefit through reduced tuition arrangements with participating professional schools. Idaho does not currently offer professional education in the field of Optometry.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Historically, Idaho has assisted two new students each year and has served a total of 8 students at any one time. Due to the economic downturn, the Legislature provided funding for 6 students in the FY 2011 appropriation. This line item request restores the 2 seats.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? \$31,200 ongoing general funds to restore funding for 1st year students. No staffing is involved with the WICHE program.
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. None
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None
 - c. List any additional operating funds and capital items needed. None
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Ongoing general funds
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This program benefits the population of Idaho by providing ready access to high quality professionals in the field of optometry.
5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Internal Medicine Residency

Agency No.:
Function

FY 2012 Request

FUNCTION: Residency Program

No.:

Page 1 of 4 Pages

ACTIVITY:

Activity No.:

Original Submission X
or Revision No. ____

A: Decision Unit No:	Title: Boise Internal Medicine				Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Curriculum Support	243,000				243,000
TOTAL OPERATING EXPENDITURES:	243,000				243,000
CAPITAL OUTLAY by summary object:					
	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	0				0
LUMP SUM:	0				0
GRAND TOTAL	243,000				243,000

Supports institution/agency and Board strategic plans:

Goal II.5 ACCESS: *Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice.*

This is a request for critical curriculum support of the Boise Internal Medicine residency program. Currently, Idaho has a training track of the Seattle-based Internal Medicine Residency (UWSOM) with residents spending one of three years in Idaho. The proposed Boise Internal Medicine Residency program will become an independent, Idaho-based program, accredited under the Department of Medicine at the UWSOM.

Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state,

BUSINESS AFFAIRS AND HUMAN RESOURCES

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particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

Performance Measure: Number of internal medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of internal medicine residents in Idaho will increase each year until a full program of 8 residents per year for a three year program is established.

Description:

Expanding medical residency training (GME) in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

The current Internal Medicine Track located at the Boise VA is ready to expand to a full three year residency program in the Treasure Valley, while remaining under the Department of Medicine at UWSOM. It is anticipated the newly formed program will interview for its first entering class the fall of 2010 and accept its first entering class July 2011.

The Department of Veterans Affairs is the major funder of the residency program and its core training site. Support agreements have been established with all other medical centers participating in the curriculum (Saint Luke's Regional Medical Center, Saint Alphonsus Regional Medical Center, University Medical Center, and Harborview Medical Center) to cover rotations within their systems. However, a small but critical portion of the curriculum is not funded by these mechanisms. This involves rotations at small un-affiliated offices such as dermatology, neurology, and our community-based training practices around the state. These are critical to the attractiveness of the program, the completeness of training, and retention of residents in the State of Idaho.

Future requests for funding will include funding for residents as the program grows into a full three year program with 8 residents in each year of training. The best estimated cost of training a resident for one year is approximately \$175,000. Providing one block of outside training per resident per year (1/13 of the cost = \$13,500/resident) is our goal. The table below is an estimate of the funding that may be requested as the internal medicine residency program develops and expands.

Fiscal Year	# of Residents	Amount/resident	Base	Request
FY 2012	8 interns, 10 R2s	\$13,500	-	\$243,000
FY 2013	8 interns, 8 R2s	\$13,500	\$243,000	\$0
FY 2014	8 interns, 8 R2s, 8 R3s	\$13,500	\$243,000	\$108,000

BUSINESS AFFAIRS AND HUMAN RESOURCES

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University of Washington, Boise Internal Medicine

"Expanding into the Future"

Mission Statement

The mission of Boise Internal Medicine is to:

- Provide superb clinical training in general internal medicine for medical school graduates interested in office-based internal medicine, hospital medicine, or further subspecialty training.
- Prepare broadly trained internists and subspecialists for practice in Idaho.
- Provide exceptional health care for the veterans and citizens of Idaho.

History of the Boise Track

Established in 1977, the Boise track was one of the nation's first primary care internal medicine tracks. The Boise experience has always focused on comprehensive training based in the clinics, wards, and ICU of the VA as well as multiple locations in Idaho. We are currently the only site outside of Seattle allowed to provide the entire 3rd year internal medicine clerkship. In addition to our WWAMI roles with the University of Washington and University of Idaho, we have major training roles with the Family Medicine Residency of Idaho, Boise State University, Idaho State University, University of Utah, Gonzaga University, and Oregon Health Sciences. By 2007, our graduates were fairly evenly distributed as office-based primary care internists, hospitalists, and subspecialists so the primary care designation was dropped. Over the past 32 years there have been 213 graduates of the program with 65 (31%) practicing in Idaho and 148 (70%) practicing in the WWAMI region.

We also train medical students in internal medicine, surgery, and psychiatry at the VA. During the decade 1992-2001 (most recent with practice data) there were 254 students that had at least one of these rotations at the VA. Of these student, 41 (16%) are practicing in Idaho and 125 (49%) in WWAMI. Thus, the VA makes a substantial contribution to the impressive rate of return for Idaho WWAMI students (50% in Idaho and 71% in WWAMI).

Current Structure and Financing

We sponsor six preliminary interns (going into subspecialties such as radiology, neurology, anesthesiology, etc.) and ten second-year internal medicine residents that spend their first and third years in Seattle. Because the residents do not have continuity in the same clinic all three years, we have had to request an exemption from the RRC (internal medicine residency regulatory body) for the Boise track. The curriculum for interns includes six months on the medical wards, one month on the surgical wards, one month in the SLRMC emergency room, one month on the SARMC medical wards, and three months of electives. The curriculum for second-year residents is five months on the medical wards, one month of clinic block, one month of ICU, one month of community-based training, one month of day float, one 'scholarship' month, and two electives (one typically in Seattle).

Funding has traditionally been entirely through the VA, with more recent support of educational activities and community-based training by Saint Luke's Regional Medical Center and planned funding by Saint Alphonsus Regional Medical Center.

GOALS OF EXPANSION

For several reasons, now is a good time to consider expanding the Boise track. We believe it would benefit our training program, our local hospitals, and health care in the State of Idaho.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Our goal is to maintain high quality training and remain an integrated track of the University of Washington. The benefits of this expansion are:

VA

- Decrease required inpatient medicine wards for interns and residents to further balance the training experience and improve our competitiveness in the match process.
- Avoid the need for an RRC clinic exemption.
- Expand the breadth and depth of internal medicine training in Boise with exposure to different health care systems and patient populations.

SLRMC and SARMC

- An integrated program with the U.W. would be more attractive to candidates than traditional community-based programs you might start on your own.
- 'Instant quality' versus 5-15 years to 'grow' a good match
- Leverage VA \$\$ so cheaper than starting own residency

State of Idaho

- Greater internal medicine and subspecialty physician retention
- Capitalize on an established residency to mentor new potential residency sites

EXPANSION PLAN (by academic year)

July 1, 2011	First 8 interns for Boise Internal Medicine Last 10 R2s from the Boise Track
July 1, 2012	Next 8 interns for Boise Internal Medicine First 8 interns become 8 R2s
July 1, 2013	Next 8 interns for Boise Internal Medicine 2013 class becomes 8 R2s 2012 class becomes 8 R3s

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Special Programs
FUNCTION: Forest Utilization
Research

Agency No.: 516
 Function
 No.: 01

FY 2012 Request
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 Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

CEC Increase for Faculty and Staff					
A: Decision Unit No: 12.01	Title: Staff			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	10,500				10,500
2. Benefits	2,500				2,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	13,000				13,000
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	13,000				13,000

How connected to institution/agency and Board strategic plans

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain. Entering the third year (FY11) without any salary raises and on the tail end of a FY10 temporary salary reduction (furlough), the ability to attract or maintain key staff is being challenged.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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FY12 becomes a critical year in terms of being able to maintain the economic momentum of our efforts or see those efforts toward statewide economic recovery stalled or seriously set back. Nationally, the trend is clearly for reduced levels of salary raise in FY10, but neither the national nor the peer trend shows multi-years of no salary increases. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A commitment to a salary raise in FY12 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2012 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively out of a peer group of 17 institutions. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent funds from the state appropriation.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. The University is falling further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. This was requested for FY 2011.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Special Programs
FUNCTION: Idaho Geological
Survey

Agency No.: 516
 Function
 No.: 02

FY 2012 Request
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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	16,600				16,400
2. Benefits	3,900				3,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	20,500				20,500
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	20,500				20,500

How connected to institution/agency and Board strategic plans

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain. Entering the third year (FY11) without any salary raises and on the tail end of a FY10 temporary salary reduction (furlough), the ability to attract or maintain key staff is being challenged.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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FY12 becomes a critical year in terms of being able to maintain the economic momentum of our efforts or see those efforts toward statewide economic recovery stalled or seriously set back. Nationally, the trend is clearly for reduced levels of salary raise in FY10, but neither the national nor the peer trend shows multi-years of no salary increases. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A commitment to a salary raise in FY12 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2012 in the amount of 3% of the FY 2010 General Education salary budget of \$77,791,897. According to the National Center for Institutional Data Statistics, faculty salary averages for FY 2008, the most recent year published, the University of Idaho in comparison with its seventeen peer institutions is:

Faculty Rank	University of Idaho	Peer Median	Peer High
Assistant Professor	\$57,569	\$63,675	\$73,082
Associate Professor	\$67,437	\$71,865	\$82,776
Professor	\$86,525	\$100,514	\$117,302

In terms of ranking, the University of Idaho ranked 16th, 15th, and 15th for associate professors, professors, and assistant professors respectively out of a peer group of 17 institutions. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent funds from the state appropriation.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. The University is falling further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. This was requested for FY 2011.
5. Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Idaho Public Television
FUNCTION: Idaho Public Television

Agency No.: 520
 Function
 No.: 01

FY 2012 Request

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: Idaho Experience			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	127,700				127,700
2. Benefits	55,400				55,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	183,100				183,100
OPERATING EXPENDITURES by summary object:					
1. Professional Services	55,000				55,000
2. Administrative Services	10,000				10,000
3. Travel Costs/Specific Use Supplies	34,500				34,500
TOTAL OPERATING EXPENDITURES	99,500				99,500
CAPITAL OUTLAY by summary object:					
1. Computers (3) laptops	3,600				3,600
2. Vehicle	27,500				27,500
TOTAL CAPITAL OUTLAY:	31,100				31,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	313,700				313,700

How connected to institution/agency and Board strategic plans:

Goal 1 SBOE Goal 1 is a well-educated citizenry. IdahoPTV's objectives to meet this goal are to provide high quality television programming and new media content, and to provide relevant Idaho-specific information.

Description:

This year Idaho Public Television has a unique opportunity to capitalize on prospective support from private funders to offer Idahoans an in-depth look at our state's rich history. We are asking for base funds to move forward with plans to create a televised multi-media series that will bring to life the people and events which shaped our state's past and present. Similar to the PBS

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

program, THE AMERICAN EXPERIENCE, the ongoing series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

For the 2009 legislative session, both the State Board of Education and Governor Otter recommended funding for the Idaho Experience Line Item request. For the 2010 legislative session, this request was approved by the State Board of Education.

Questions:

1. What is being requested and why?

Idaho Public Television proposes to preserve and enhance Idaho's heritage by producing two historical documentaries and related Web sites annually, and to make them available to students, teachers and the Idaho public. We will work closely with educators to align the series with Idaho's school curriculum and to present the material in ways that is both engaging and accurate.

We were recently approached by private funders who have expressed interest in providing substantial funds to enhance such an effort if the state can provide base funding. This is an exceptional opportunity for us to capture and examine the history of our state so that we can help educate and inform Idaho's citizens, both our youth and adults.

To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state. Idaho Public Television is uniquely positioned to be able to take on such a task. Our past efforts to do so have produced award winning documentaries such as ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY and the recently released CAPITOL OF LIGHT. Both films have been widely praised for their fascinating and comprehensive portrayal of Idaho's history.

Using these programs as a template, each new documentary will be broadcast several times throughout the state, with unlimited off-air record rights for educational institutions. Enhanced DVDs and web-based media of the programs will be available to the Idaho Commission for Libraries for circulation to libraries throughout Idaho via interlibrary loan. The documentaries will be closed-captioned for the hearing impaired and a companion Web site will be developed to take the program beyond the television screen and enhance educational opportunities for Idaho's teachers and students.

Working together with the Idaho State Historical Society and Idaho's universities and colleges, we will help to conserve Idaho's heritage by preserving valuable, unique documents and artifacts that are presently stored in the partners' collections but are unusable because of their fragile condition.

In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort. As mentioned above, we have already been approached by funders interested in supporting this idea.

What is the agency staffing level for this activity and how much funding by source is in the base?

BUSINESS AFFAIRS AND HUMAN RESOURCES
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N/A

2. What resources are necessary to implement this request?
- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Writer/Reporter/Producer, pay grade L, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Director/Videographer, pay grade J, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$34,299; benefited with benefit costs estimated at \$16,663, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The primary human resources that will be redirected are portions of time from the Executive Producer and Production Manager for oversight of the series. In addition, existing technical/engineering, promotional and administrative (primarily fiscal) personnel support. The series will utilize existing equipment, studios, production control, and editing suites. A vehicle would be needed to ensure travel was possible.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications. A vehicle is listed to accommodate the travel that will be needed. This series will be filmed throughout Idaho and some limited out-of-state locations.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The population of Idaho would be impacted most. There are historical issues unique to Idaho that should be documented for a viewing audience. Idaho schools would be benefitted by the extensive Web site planned for this series and DVDs, web streaming, and on-air programming would be distributed by IdahoPTV. Certain programs from this series may have regional and national broadcast potential.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Idaho Public Television
FUNCTION: Idaho Public Television

Agency No.: 520
 Function
 No.: 01

FY 2012 Request
 Page ____ of 4 Pages
 Original Submission ____
 or Revision No. ____

ACTIVITY:

Activity No.:

Idaho Legislature					
A: Decision Unit No: 12.02	Title: Live/Multimedia Personnel			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	75,900				75,900
2. Benefits	34,900				34,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	110,800				110,800
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Computers (2) laptops	2,400				2,400
2. Office equipment	3,500				3,500
TOTAL CAPITAL OUTLAY:	5,900				5,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	116,700				116,700

How connected to institution/agency and Board strategic plans:

Goal 1 SBOE Goal 1 is a well-educated citizenry. IdahoPTV objectives to meet this goal include: 1) to provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education, 2) to contribute to a well-informed citizenry and 3) to provide relevant Idaho-specific information.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

Description:

As a result of S1491 (2006), IdahoPTV was directed to oversee (in partnership with Legislative Services and the Department of Administration), Idaho Legislature Live coverage on the Web and broadcast.

Idaho Legislature Live currently includes gavel-to-gavel video coverage of the Idaho House, Senate, Joint Finance – Appropriations Committee (JFAC), House/Senate Auditorium as well as live audio coverage of legislative committee rooms.

Since its inception, IdahoPTV has self-funded entirely the operational costs required to provide Idaho Legislature Live coverage. This has included personnel costs and regular operating expenses.

IdahoPTV requests two positions to assist with this expanded coverage and to be available to enhance our new media activities at times when Idaho Legislature Live is not active. We believe that it is only reasonable that the state assist with a portion of the operational costs for this service that benefits citizens statewide. IdahoPTV will continue to provide additional in-kind personnel and basic operating cost to enable Idaho Legislature Live coverage including production management, engineering maintenance, Web site management and information technology support. We cannot maintain the current level of service indefinitely.

When Idaho Legislature Live functions are not active, the requested positions will work on educational IdahoPTV new media initiatives including content creation and archiving of content.

Questions:

1. What is being requested and why?

For the first years of coverage, no state funds were made available to cover the personnel costs associated with the Idaho Legislature Live coverage. These activities were funded with non-state resources. We request these funds to ensure sustainability of the expanded Idaho Legislature Live.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

PTV Digital Broadcast Systems Operator, pay grade I, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$29,120; benefited with benefit costs estimated at \$15,557, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

If funded, IdahoPTV will continue to redirect the efforts of the following personnel to this effort:

-Broadcast System Operator:	To supervise the requested 2 positions.
-IT Systems Supervisor:	To maintain current IT systems.
-Broadcast Maintenance Engineer:	To maintain current camera systems.
-Production Manager:	To supervise the project.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire population of Idaho will benefit. Idaho Legislature Live is available via digital television and on the Web.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

AGENCY: Division of Vocational Rehabilitation

FUNCTION: Vocational Rehabilitation

ACTIVITY:

Agency No.: 523

Function

No.: 02

Activity No.:

FY 2012 Request

1 of 1 Pages

Original Submission X

or Revision No. ____

Rehabilitation Services					
A: Decision Unit No: 12.01	Title: Administration Match		Priority Ranking 1 of 1		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	150,000				150,000
LUMP SUM:					
GRAND TOTAL	150,000				150,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective 8

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 with the context of available resources.

Objective 8: Enhance revenue opportunities for VR programs.

Performance Measure: Increase grant opportunities.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17, 2010

Description:

Holdbacks from the recent recession have limited IDVR from available federal funds during FY 2010 and 2011. In FY 2010 IDVR reverted \$616K of federal dollars and we will revert nearly \$2 million federal dollars for 2011. The loss has been covered by carryover funds from our counselor's conservative expenditures and an increase in SSA reimbursements to the agency from moving clients off the SSA SSI and SSDI benefit programs. Carryover funds were increased by the generous availability of ARRA funding, which will run out by September of 2011 or before. Subsequently, funding through 2011 is adequate. In 2012 we are estimating a decrease of funding as our reserves dwindle. Though we are researching other means of obtaining match funds for available federal dollars, presently state general fund is the only mechanism possible to capture the available unmatched federal dollars designated by the Rehabilitation Services Administration for Idaho. The requested \$150,000 will leverage an additional \$553,500 of federal funds.

The funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The mission has increased in difficulty during the period of the recession and the additional resources moving into the future will be significant in our services to individuals with disabilities. The federal funds designated for Idaho that remain unmatched become available for other states to match.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - *\$150,000 in State General Trustee & Benefits Funds*
 - *The agency currently has 73 counselors and 47 assistants for this activity. Base:*
 - *General Fund: \$1,322,600*
 - *Federal Fund: \$6,686,500*
 - *Dedicated Fund: \$651,900*
 - *Misc. Revenue: \$944,200*
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions are requested.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None
 - c. List any additional operating funds and capital items needed.

None

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This is an ongoing request for \$150,000 of State General Trustee & Benefits Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The mission has increased in difficulty during the period of the recession and the additional resources moving into the future will be significant in our services to individuals with disabilities. The federal funds designated for Idaho that remain unmatched become available for other states to match.

IDVR eligible individuals with disabilities needing services for disability adjustment and eventual placement into the job market.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

n/a

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

SUBJECT

In-Service Teacher Education Fees policy – first reading

REFERENCE

April 2010

Board approves waiver of Board Policy Section V.R.3.a.x. for the summer of 2010

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy provides that the In-Service Teacher Education Fee “shall be one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee.” The Policy does not allow the public institutions to adjust their fees according to fair market value. This puts the institutions at a competitive disadvantage because private institutions can offer their in-service courses at a lower fee. The proposed amendment would place a ceiling but not a floor on the fee by providing that the “fee shall not exceed one-third....”

Current policy also only offers the reduced in-service teacher education fee to Idaho public school teachers or other professional employees of an Idaho school district. This restriction places an administrative burden on the institutions having to identify and differentiate between public and private school teachers. In addition, this restriction also makes the institutions less competitive and likely results in foregone revenue. Amendment to policy would open eligibility to certified teachers or other professional employees working in an Idaho elementary or secondary school.

IMPACT

Most, if not all, school districts are or will be experiencing significant budget cuts. The Board recognizes that its current Policy on in-service fees is competitively disadvantageous to the institutions and places a larger financial burden on the school districts. Amending of this Policy will have a positive fiscal impact for the school districts and the institutions at a time when both are experiencing considerable reductions in State funding.

ATTACHMENTS

Attachment 1 – Board Policy V.R.3.a.x.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Amending the Policy will allow the institutions to offer in-service teacher education at a competitive price with the potential for augmenting fee revenue. In addition, increasing opportunities for teachers and professional staff to be

BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17, 2010

exposed to pedagogical expertise at the institutions has reputational benefits for the institutions and builds goodwill among the educational community.
Staff recommends approval.

BOARD ACTION

A motion to approve the first reading of proposed amendments to Board Policy Section V.R.3.a.x, In-Service Teacher Education Fee as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

R. Establishment of Tuition and Fees

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ June 2010

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

i. Tuition – University of Idaho

Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

ii. Matriculation Fee – University of Idaho

Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

iii. Tuition – Boise State University, Idaho State University, Lewis-Clark State College

Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ June 2010

iv. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

v. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

vi. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

vii. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

viii. Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

ix. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

x. In-Service Teacher Education Fee

The fee shall ~~be not exceed~~ be not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ June 2010

The following guidelines will determine if a course or individual qualifies for this special fee.

- (a) The student must be an Idaho ~~public-school~~ certified teacher or other professional employee ~~of~~ at an Idaho elementary or secondary school ~~district~~.
- (b) The costs of instruction are paid by an entity other than an institution.
- (c) The course must be approved by the appropriate academic unit(s) at the institution.
- (d) The credit awarded is for professional development and cannot be applied towards a degree program.

xi. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ June 2010

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(a) Credentialing Requirement:

- 1) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.
- 2) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(b) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(c) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and

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GOVERNING POLICIES AND PROCEDURES

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~~September 2009~~ June 2010

programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

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

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ [June 2010](#)

iii. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ [June 2010](#)

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010**

TAB	DESCRIPTION	ACTION
1	EXPERIMENTAL PROGRAM TO STIMULATE COMPETITIVE RESEARCH (EPSCoR) ANNUAL SUMMARY REPORT	Information Item
2	IDAHO STATE UNIVERSITY- REQUEST TO DISCONTINUE THE ELECTRICAL TECHNICIAN PROFESSIONAL-TECHNICAL EDUCATION PROGRAM	Motion to Approve
3	IDAHO STATE UNIVERSITY- APPROVAL OF FULL PROPOSAL: NEW DOCTORAL PROGRAM – PH.D., EXPERIMENTAL PSYCHOLOGY	Motion to Approve
4	UNIVERSITY OF IDAHO – APPROVAL OF NOTICE OF INTENT: CONSOLIDATION OF THE DEPARTMENT OF STATISTICS	Motion to Approve
5	UNIVERSITY OF IDAHO – APPROVAL OF NOTICE OF INTENT: REORGANIZATION OF THE COLLEGE OF EDUCATION	Motion to Approve
6	UNIVERSITY OF IDAHO – APPROVAL OF NOTICE OF INTENT & FULL PROPOSAL: NEW PROFESSIONAL SCIENCE MASTER’S IN NATURAL RESOURCES AND ENVIRONMENTAL SCIENCE	Motion to Approve
7	IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FY 2011 AWARD	Motion to Approve

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010**

8	APPROVAL OF HIGHER EDUCATION RESEARCH COUNCIL (HERC) FY11 BUDGET	Motion to Approve

9	FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.Y., ADVANCED OPPORTUNITIES	Motion to Approve

10	SECOND READING, PROPOSED AMENDMENTS TO BOARD POLICY III.W., HIGHER EDUCATION RESEARCH	Motion to Approve

11	SECOND READING, PROPOSED ADDITION TO BOARD POLICY III.P., STUDENTS	Motion to Approve

12	SECOND READING, NEW BOARD POLICY III.A.B., RURAL PHYSICIANS INCENTIVE PROGRAM COMMITTEE	Motion to Approve

13	COURSE TRANSFER AND ARTICULATION REPORT	Information Item

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

SUBJECT

Experimental Program to Stimulate Competitive Research (EPSCoR) Annual Summary Report

BACKGROUND/DISCUSSION

Experimental Program to Stimulate Competitive Research (EPSCoR) in Idaho represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. Through EPSCoR, participating states are building a high-quality, academic research base that is serving as a backbone of a scientific and technological enterprise.

Idaho EPSCoR is currently led by a state committee composed of 16 members with diverse professional backgrounds from both the public and private sectors and from all regions in the state. The Idaho EPSCoR committee oversees the implementation of the EPSCoR program and ensures program goals and objectives are met. The Idaho EPSCoR office and the State of Idaho EPSCoR Project Director are located at the University of Idaho. Partner institutions are Boise State University and Idaho State University.

Dr. Peter Goodwin is the current Idaho EPSCoR Project Director and will be providing a summary report to the Board regarding current EPSCoR activities to include a summary on the NSF EPSCoR funding in Idaho.

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has no comments or recommendations.

BOARD ACTION

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

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Experimental Program to Stimulate Competitive Research (EPSCoR)

Peter Goodwin
Idaho EPSCoR Program Director

Laird Noh
Idaho EPSCoR Committee

Idaho State Board of Education

Idaho Falls

June 16-17, 2010



Presentation Outline

- ▶ Summary
- ▶ What is EPSCoR Today?
- ▶ Highlights of Current Activities
- ▶ Data Management Policy
- ▶ Upcoming Priorities



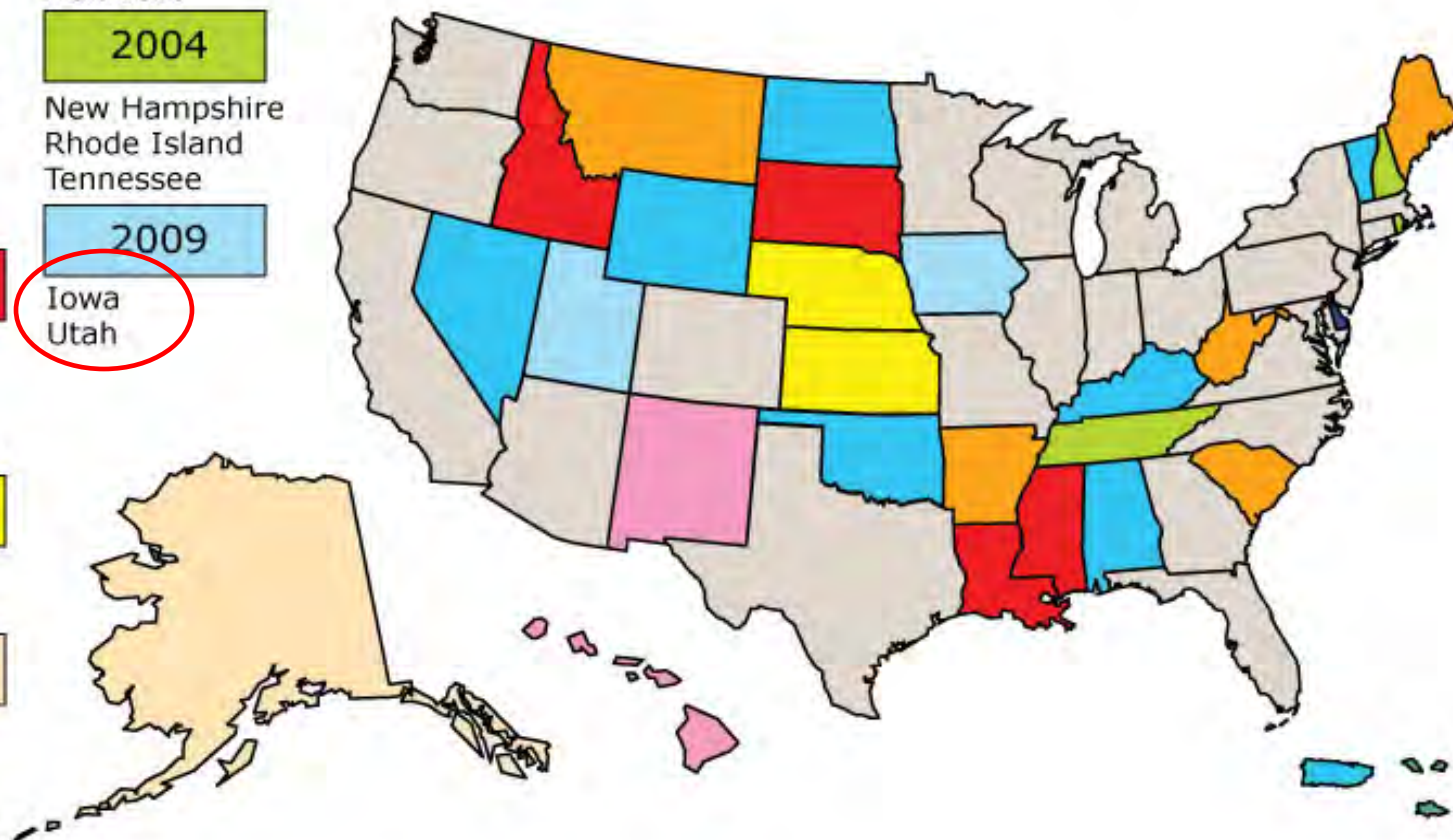
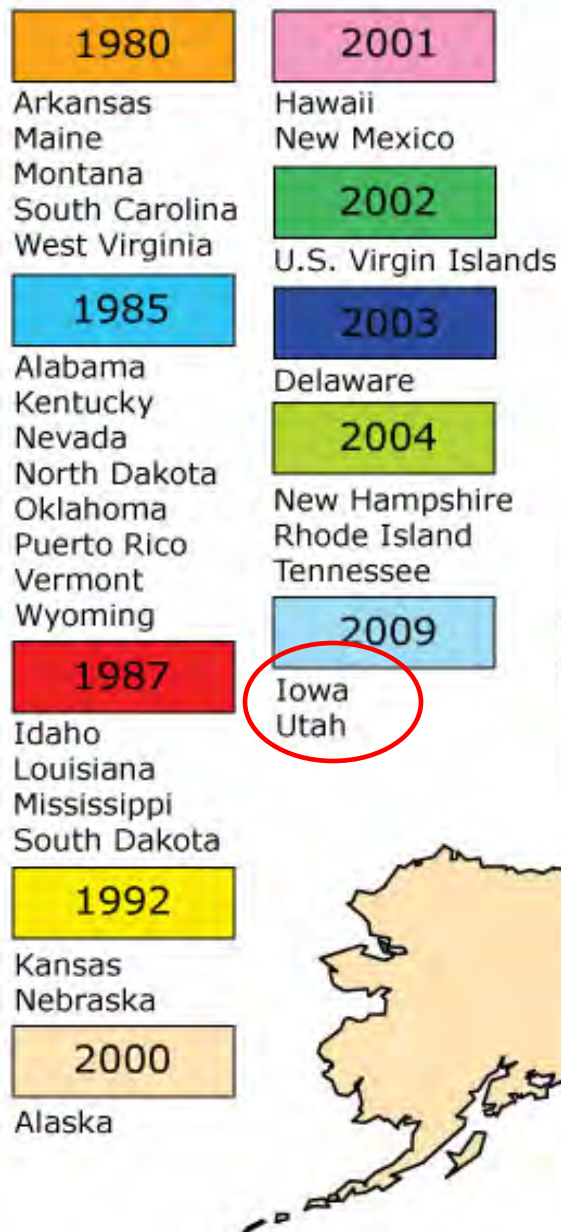
Summary

- ▶ Idaho EPSCoR goal is to build the research enterprise, education quality and science community in Idaho.
- ▶ Research universities are a cohesive team on RII.
- ▶ Engagement of Idaho colleges
- ▶ Developing the full intellectual capacity of Idaho
 - STEM pipeline
 - I-CEOST
 - Connectivity with rural communities (i-links and inclusion)
- Upcoming priorities
 - 'America Competes' Act
 - NSF Springboard Day – September 2, 2010
 - Proposal to host national EPSCoR Conference
 - Other EPSCoR major initiatives - USDA





NSF EPSCoR Jurisdictions



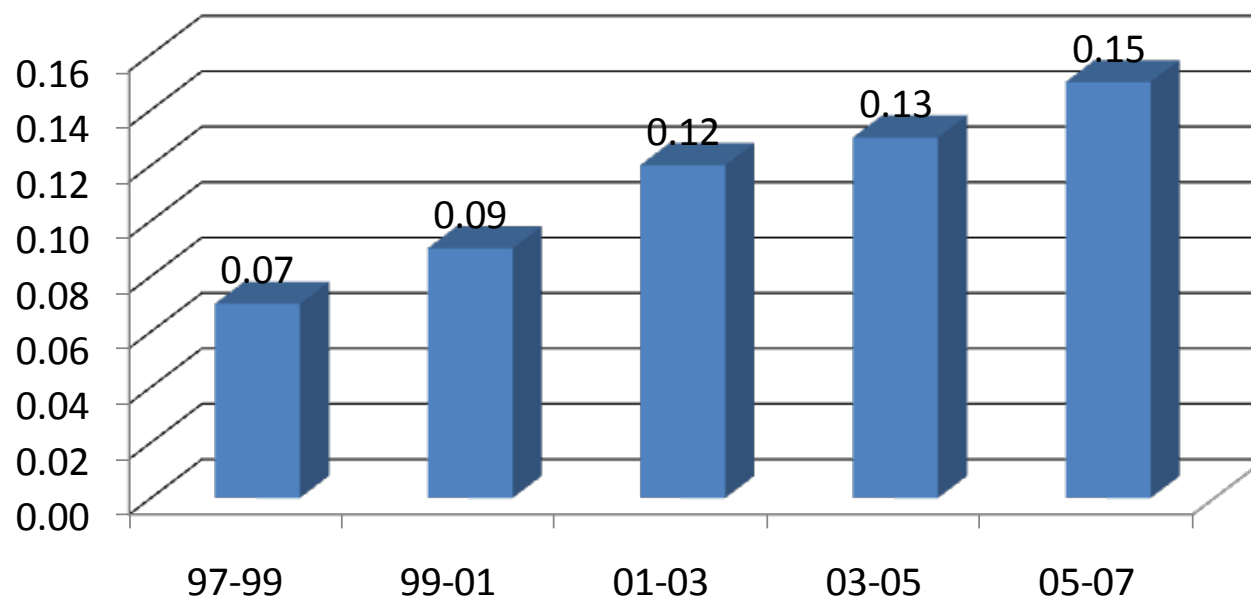
NSF EPSCoR funding to Idaho

- ▶ Research Infrastructure Improvement (RII) Track 1: Academic Research Capacity
Water Resources in a Changing Climate – \$15M
- ▶ Research Infrastructure Improvement (RII) Track 2: Cyberinfrastructure – *Western Consortium of Idaho, Nevada, and New Mexico - \$2M to ID*
- ▶ Research Infrastructure Improvement (RII) C2: Intra- and Inter-campus connectivity - *\$ 1.2M pending.*
- ▶ Co-funding of research and education proposals – *totaling \$4.9M in FY09*



Idaho's Share of "Regular" NSF Research Funding is Increasing

Percent of
NSF Budget



Fiscal Years



NSF EPSCoR RII Academic Partners



National Science Foundation
WHERE DISCOVERIES BEGIN



Sian Mooney, Lead



Colden Baxter, Lead

University of Idaho

Von Walden, Science Director

Rick Allen, Lead

With support from:

Idaho National Laboratory

Idaho Department of Water Resources

Idaho Department of Fish and Game

USDA ARS Northwest Watershed
Research Center

USFS Rocky Mountain Research Station

US Fish and Wildlife Service

USGS



Research Infrastructure Improvement (RII)

- **Personnel**
- **Research**
 - Hydroclimatology
 - Ecological Change
 - Economic and Policy
- **Cyberinfrastructure**
- **Diversity and Outreach**
- **Management/Stewardship**
- **Sustainability**



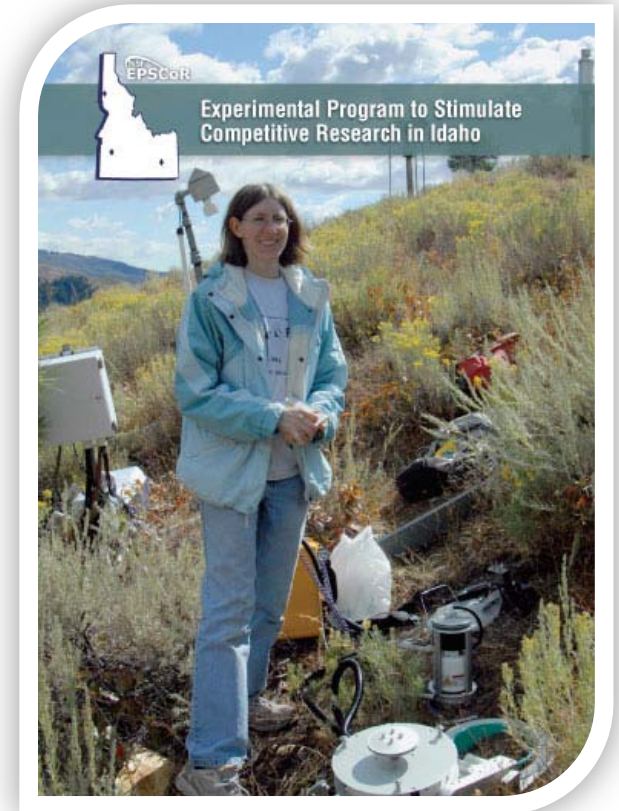
www.uidaho.edu/epscor

www.idahoclimatechange.org



Current EPSCoR RII

- Number of active faculty: 28
- Number of new hires: 5
- Number of graduate and undergraduate students supported: 62
- Number of proposals submitted: 74
- Number of Research papers: 31



Current Education, Diversity, and Outreach

- ▶ **Broad-based Initiatives for K-12 Students and Teachers**
 - Increase the participation of 7-12 grade students, K-12 teachers and RII faculty, including women and underrepresented minorities, in inquiry-based [McCall Outdoor Science School \(MOSS\)](#) summer science programs
- ▶ **Hispanic Enrollment in STEM ([e-CAMP at BSU](#))**
 - Increase Hispanic undergraduate STEM enrollment by generating increased interest and mentoring for junior high and high school students and teachers
- ▶ **STEM Initiatives for Native Americans at [ISU](#) and [HOIST](#)**
 - Promote STEM education and generally improve academic performance of Native American high school and university students by creating effective education and research services
- ▶ **Engagement of Community Colleges**



Current Education, Diversity, and Outreach

- ▶ Idaho Science, Technology, Engineering, and Mathematics (STEM) Pipeline [<http://idahostem.org/>]



Increase participation in STEM by Idaho children and adults by providing coordinated information and educational “pipeline” opportunities.

Sarah Penney [spenney@uidaho.edu]

Transforming Science: Expectations of the Data Policy

- ▶ Cornerstone of 'Community Science'
- ▶ NSF accelerating knowledge discovery
- ▶ RII: Cascade of data for intra- and inter- theme teams
- ▶ Demonstrate the 'EPSCoR' Advantage –rapid response, flexible, collegial researcher network
- ▶ Idaho in the Vanguard – a challenge and opportunity



Upcoming Priorities

- ▶ Data Management Plan and support Idaho cyberinfrastructure development
- ▶ NSF 'Springboard Day': Boise September 2, 2010
- ▶ Proposal for National EPSCoR Meeting in Coeur d'Alene, October 2011
- ▶ Anticipate and develop teams for new EPSCoR initiatives





Thank you for your attention – any questions ?

Idaho EPSCoR Office

ATTACHMENT 1

Idaho EPSCoR: <http://www.webs.uidaho.edu/epscor/>

Peter Goodwin: EPSCoR/IDeA Project Director

(208) 364 6183 pgoodwin@uidaho.edu

Rick Schumaker: Project Administrator

(208) 885 5742 rschumak@uidaho.edu

Sarah Penney: Diversity, Outreach and Communication Coordinator

(208) 885 2345 sarahp@uidaho.edu

Althea Flegel: Program Coordinator

Debi Zenner: Financial Technician



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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

IDAHO STATE UNIVERSITY

SUBJECT

Approval to Discontinue the Electrical Technician Technical Program in the Trade and Industrial Department of the College of Technology

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.8.

BACKGROUND/DISCUSSION

Idaho State University proposes to discontinue the Electrical Technician Technical program due to low student demand and low program enrollment. Three years ago, only six students enrolled in the program, and there have been no student enrollments during the most recent two years.

IMPACT

There are no current resource expenditures for the Electrical Technician Technical program. Previous program funding has been reallocated to other programs within the College of Technology.

ATTACHMENTS

Attachment 1 – Notice of Intent

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Council on Academic Affairs and Programs (CAAP), the Instruction, Research and Student Affairs Committee (IRSA) and Board staff recommends approval as presented.

BOARD ACTION

A motion to approve the request by Idaho State University to discontinue the Electrical Technician Technical program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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ACADEMIC AFFAIRS
NOV 11 2009IDAHO STATE BOARD OF EDUCATION
ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

COT-2009-36

NOTICE OF INTENT

To initiate a

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

Institution Submitting Proposal: Idaho State University

Name of College, School, or Division: College of Technology

Name of Department(s) or Area(s): Trade and Industrial

Indicate if this Notice of Intent (NOI) is for an Academic or Professional Technical Program
Academic _____ Professional - Technical XThis is a New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program, or
Administrative/Research Unit (circle one) leading to:

(Degree or Certificate)

Proposed Starting Date:

N/A

For New Programs:For Other Activity:

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

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

Marilyn Davis

11/9/09

College Dean (Institution) Date

James C. Hatcher

3/11/10

Chief Fiscal Officer (Institution) Date

Mary A. Olson

Date

Chief Academic Officer (Institution) Date

President

Date

VP Research & Graduate Studies

Date

Ann Stephens

4-14-10

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. 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 purpose of this NOI is to discontinue the Electrical Technician technical certificate within the Trade and Industrial department in the College of Technology (COT).

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

The Electrical Technician technical certificate is being eliminated in response to low student demand and consequent low program enrollment. Although there is still state need, demand, and employment potential for journeymen electricians, training is available through the COT Workforce Training Program, which facilitates apprenticeship programs offered by the International Brotherhood of Electrical Workers and the State of Idaho Division of Building Safety.

3. Briefly describe how the institution will ensure the quality of the program (e.g., accreditation, professional societies, licensing boards, etc.). N/A
4. Identify similar programs offered within the state of Idaho or in the region by other colleges/universities. If the proposed request is similar to another program, provide a rationale for the duplication. This may not apply to PTE programs if workforce needs within the respective region have been established.

The issue of program duplication is irrelevant to this request for the elimination of a technical certificate.

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

Except for ISU, no other institutions listed below have a program that offers an Electrical Technician technical certificate (CIP code 46.03).

Institution	Relevant Enrollment Data			Number of Graduates		
	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU						
CSI						
CWI						
EITC						
ISU	0	0	6	0	0	5
LCSC						
NIC						

Revised 07/06/09

Page 2

UI						

Degrees offered by school/college or program(s) within disciplinary area under review

None of the institutions listed below offer a degree for Electrical Technician (CIP code 46.03).

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU			
CSI			
CWI			
EITC			
ISU			
LCSC			
NIC			
UI			

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

Eliminating the Electrical Technician technical certificate will remove a program offering that does not meet student needs as reflected by a consistent lack of enrollment, and this, in turn, will promote the goal of maximizing efficient use of education resources that is set forth in the Idaho State Board of Education Strategic Plan 2007-2010 at <http://www.boardofed.idaho.gov/overview/vm.asp>. It is not cost effective to operate a program with little or no enrollment.

6. Is the proposed program in your institution's regional 8-year plan? Indicate below.

Yes ____ No X

If not on your institution's regional 8-year plan, provide a justification for adding the program. N/A

7. List potential ways your institutions can collaborate with other institutions on this program to reduce cost and expand learning opportunities in Idaho. N/A

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

The purpose of this NOI is to discontinue the Electrical Technician technical certificate within the College of Technology Trade and Industrial Department. There are no current resource expenditures. Previous funding for this program has been reallocated to other programs within the College of Technology. No students have enrolled in the program since FY08.

Estimated Fiscal Impact	FY 08	FY 09	FY 10	Total
A. Expenditures				
1. Personnel	62,547	0	0	62,547
2. Operating	5,280	0	0	5,280
3. Capital Outlay	0	0	0	0
4. Facilities	0	0	0	0
TOTAL:	67,827	0	0	67,827
B. Source of Funds				
1. Appropriated-reallocation	67,827	0	0	67,827
2. Appropriated -- New	0	0	0	0
3. Federal	0	0	0	0
4. Other:	0	0	0	0
TOTAL:	67,827	0	0	67,827
B. Nature of Funds				
1. Recurring *	0	0	0	0
2. Non-recurring **	0	0	0	0
TOTAL:	0	0	0	0

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

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

IDAHO STATE UNIVERSITY

SUBJECT

Approval of the Full Proposal for Ph.D. in Experimental Psychology

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G

BACKGROUND/DISCUSSION

The Department of Psychology has offered, since 1968, a Masters in Experimental Psychology program. The department now has the faculty expertise and maturity to expand this on-campus program into a Doctorate of Philosophy (Ph.D.) in Experimental Psychology. This program will be administered by the Department of Psychology, which is an academic unit within the College of Arts and Sciences. The Department of Psychology also administers the Clinical Psychology Ph.D. program, which is fully accredited by the American Psychological Association. The Experimental Psychology Ph.D. degree program has been included in the Idaho State Board of Education's Eight Year Plan, with an implementation date of 2010. Additionally, Experimental Psychology is considered one of the Science, Technology, Engineering, and Mathematics (STEM) disciplines. With appropriate Board approvals and internal funding reallocation, it would be possible to start this program as early as fall semester of 2011, as initial faculty and program components are already in place within the broad discipline of Psychology.

Over the last decade, Idaho State University has increased its commitment to health-related professions, and recently, Idaho State University had increased its commitment to increasing research productivity. To this end, the University has invested in productive and highly-skilled faculty in the Department of Psychology. The quantity and quality of faculty and other resources now enables the Department of Psychology to provide the proposed Ph.D. in Psychology with modest reallocation of funding phased in over the next several years. Further, the faculty are prepared and able to offer the few additional courses necessary to offer this program to students (see External Reviewers' Report).

The advantage of this degree program is that it allows those students interested in a research-focused degree in psychology to complete their work in Idaho and receive the degree that reflects their expertise. There is high demand for doctoral degrees in psychology. Each year the Clinical Psychology Ph.D. program receives 80 to 100 applications. However, because of accreditation standards, the department can offer admissions to only 6 students a year. The Experimental Psychology Ph.D. program could offer admissions to more students; the limitations placed on clinical degrees are not applied to experimental degrees. Thus, offering a Ph.D. in Experimental Psychology at Idaho State University will provide additional educational options for students,

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

thereby increasing the number of graduates in the STEM disciplines and enhancing their future employment and career options (as indicate in the letter of support). In addition, it will allow faculty members to increase Idaho State University's productivity and maintain teaching standards of excellence that are already established.

IMPACT

As indicated in the Full Proposal, Idaho State University's administration will need to reallocate money internally for this program as it is phased in over several years. However, the program will attract additional graduate students, which will increase revenue to the University, and increase the number of Ph.D. graduates. The program faculty is likely to attract additional external research funding.

ATTACHMENTS

Attachment 1 – Full Proposal

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Currently, there are no doctoral programs in Experimental Psychology offered in Idaho. The University of Idaho offers a Master's in Psychology program that offers specializations in areas of Human Factors Psychology and is offered in Moscow and Idaho Falls.

Idaho State University's request to create a new Ph.D. in Experimental Psychology is listed in their Eight-Year Regional Plan for Delivery of Academic programs in the Southeastern Region. The Council on Academic Affairs and Programs (CAAP) and Board staff has reviewed the proposal and recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University to implement the Ph.D. in Experimental Psychology.

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

SEP 25 2009

Submitted by:

Idaho State University

Institution Submitting Proposal

College of Arts and Sciences

Psychology

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:

Expanded graduate program--
from M.S. to Ph.D. in Experimental Psychology
Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

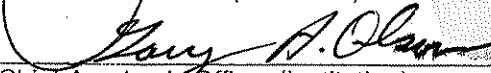
Fall 2010

Proposed Starting Date

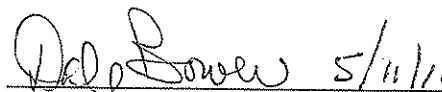
This proposal has been approved by:

IDAHO STATE UNIVERSITY
Received
OCT 02 2009
OFFICE OF
ACADEMIC AFFAIRS

 Chief Fiscal Officer (Institution) 2/3/10
 Date


 Chief Academic Officer (Institution) 1-5-2010
 Date


 President 2/10/10
 Date


 Chief Academic Officer (Institution) 5/11/10
 Date

SBOE/OSBE Approval Date

ATTACHMENT 1

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?

The Department of Psychology has offered, since 1968, a Masters in Experimental Psychology program. The department now has the faculty expertise and maturity to expand this on-campus program into a Doctorate of Philosophy (Ph.D.) in Experimental Psychology. (See question 5c for more detail.)

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.

An external review of the Department's capacity and faculty expertise required to offer this Doctoral degree was conducted in October 2008. A copy of the external peer-review panel report is attached with this proposal.

Specialized accreditation is not available for Experimental Psychology programs. However, the rigorous core courses for our Masters students are the same as those approved by the American Psychological Association (APA) for our accredited clinical psychology Doctoral degree. Moreover, the department chair attends the Council of Graduate Departments of Psychology (COGDOP) each year to maintain knowledge and update systems for managing a high quality Psychology Department. Our current and proposed program is consistent with COGDOP recommendations.

In addition, the curriculum for the Masters program is focused on assessable goals and outcomes that we evaluate formally every two years via our outcome assessment procedures. Using completed theses, we determine whether our program goals are met. These goals include: ensuring that students can integrate knowledge and think critically, demonstrate competence in scientific methodology and analysis, participate actively in the research process, and effectively communicate in oral and written forms. We will continue this process with the Doctoral program, but expand the goals and outcomes to reflect those of the expanded curriculum. Students will graduate with the ability to integrate psychological literature, conceptualize and conduct psychological studies (including analysis and interpretation of the data), write technically, as well as present these data to the scientific community via oral, written, and visual forms.

ATTACHMENT 1

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

The Ph.D. program in Experimental Psychology will provide students with an education and research training in core areas of psychological science, including personality, social psychology, learning, sensation and perception, cognition, developmental psychology, and physiological psychology. Students who complete the Ph.D. program may pursue academic or non-academic careers. To prepare for their future careers, students need to (i) have a solid foundation in basic areas of psychology (breadth of knowledge) and also (ii) develop expertise in their research areas (depth of knowledge). Our program offers a wide variety of courses to help students accomplish their career goals:

Current Curriculum

Our current curriculum for the MS in Experimental Psychology is listed below:

1. Required courses. Each student must complete these courses (12 credits total):

PSYC 627	Statistics and Research Design I (3 credits)	
PSYC 632	Statistics and Research Design II (3 credits)	12
PSYC 650	Thesis (6 credits)	

2. Area Requirements. Each student must complete one 3-credit course from each of the following areas of psychology:

Area A. Biological Basis of Behavior

PSYC 504	Sensation & Perception	
PSYC 531	Physiological Psychology I	
PSYC 532	Physiological Psychology II	12

Area B. Cognitive-Affective Bases of Behavior

PSYC 642	Cognitive Psychology	

Area C. Social Bases of Behavior

PSYC 643	Advanced Social Psychology	

Area D. Individual Behavior

PSYC 644	Advanced Developmental Psychology	
PSYC 647	Personality and Individual Differences	

3. Electives. In addition, each student must complete 12 credits of elective courses, six of which should be in a related field of study approved by the student's graduate advisor.

12
36 credits

Expansions for the Ph.D.

The M.S. program requires completion of a minimum of 36 credits (including a thesis) for graduation. For the Ph.D. program, we will expand this curriculum, such that a student will complete a minimum of 70 credits. In response to external reviewers' suggestions, we made several changes in the curriculum. These changes enable students to devote more time to develop research specialization/expertise. Table 1 provides a summary of the proposed curriculum:

Table 1. Curriculum for the Ph.D. in Experimental Psychology.
Bolded courses represent new courses to be added to the curriculum.

Curriculum component	Number of credits
1. MS required courses and areas requirements	24 credits (described above)
2. Additional required courses (already offered) a. PSYC 637 Multivariate Statistics	3 credits
3. New area requirement— Area E. PSYC 649 Learning	3 credits
4. Foundation courses (already offered; select one) a. PSYC 512 Ethical & Professional Issues (2 credits) b. PSYC 623 Adv Psych Measurement (3 credits) c. PSYC 672 History and Systems (3 credits)	2-3 credits
5. Career development course a. PSYC 602 Teaching of Psychology	2 credits
6. Research training a. PSYC 583 Special Problems (Research experience) b. PSYC 641 Special Problems (Research experience)	12 credits
7. PSYC 850 Dissertation	12 credits
8. Electives/Specialization: Students complete 12 specialization credits from seminars and courses within the department and courses outside the department. The combination of courses may be unique to each student and is based upon the recommendation of his/her graduate advisor. Students should not take more than 6 credits outside of the department. a. Experimental Seminars (1-2 offered per semester) AND/OR b. Specialization courses outside of department (e.g., Biology Department, College of Pharmacy)	12 credits
Total	70 credits*

Note: The total number of credits will be 71 if students take a 3-credit Foundation course.

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For an Experimental Ph.D., we will expand our existing course requirements for the Masters:

1. We will add four already-existing graduate courses to the curriculum. These are PSYC 637 Multivariate Statistics, PSYC 512 Ethical & Professional Issues, PSYC 623 Advanced Psych Measurement, and PSYC 672 History and Systems.
2. We will add a new area requirement, PSYC 649 Learning.
3. For research training, we will add courses such as PSYC 583 Special Problems (Research Experience) and PSYC 641 Special Problems (Research Experience). These courses are designed to develop students' research expertise.
4. For electives, we will create *specialization courses* by offering one to two Experimental Seminars per semester. The topic of the seminar would change from semester to semester, depending on the specialty area of the faculty member who teaches it. Because the Experimental Seminars rotate among our six Experimental faculty members, each faculty member need only teach the new seminar class once every 2-3 years. These seminars will complement and expand the core areas of the Experimental Psychology program. Students must also take PSYC 602 Teaching of Psychology to prepare them for academic and other professional careers in Experimental Psychology. Finally, students also may add courses of specialization by taking other courses offered in the department, as well as outside the department. Table 2 gives some examples of courses students could take from other departments that would complement specializations offered in psychology:

Table 2. Examples of courses from other programs that may be used as specialization courses for the Experimental Psychology Ph.D.

Possible area of specialization	Department	Courses
Behavioral Pharmacology	Pharmacy	PSCI 602 Research Design and Analysis For Pharmaceutical Sciences PSCI 603 Scientific Writing
Neurobiology	Biology	BIOL 515 Human Neurobiology BIOL 560 Neuroscience
Animal Behavior	Biology	BIOL 662 Advanced Developmental Biology BIOL 601 Animal Behavior
Psychopharmacology	Pharmacy	BIOL 132 Biochemistry PHAR 961 Pharmacotherapy PHAR 944 Social and Behavioral Medicine

5. We will also require a comprehensive exam and dissertation, which is already in place for the clinical program.

As can be seen, the departmental accommodations to set this plan in motion are minimal.

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- 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.

Name	Rank	Percent of FTE position	Other responsibilities
Core Program Faculty: Kandi Turley-Ames, Ph.D. Erin Raumussen, Ph.D. Maria Wong, Ph.D. Michele Brumley, Ph.D. Tera Letzring, Ph.D. Kathleen McCulloch, Ph.D.	Professor Associate Professor Associate Professor Assistant Professor Assistant Professor Assistant Professor	90% 90% 90% 90% 90% 90%	Department Chair
Other Program Faculty: Anthony Cellucci, Ph.D. Mark Roberts, Ph.D. Peter Vik, Ph.D. Shannon Lynch, Ph.D. Steven Lawyer, Ph.D. Nicole Prause, Ph.D.	Professor Professor Professor Associate Professor Assistant Professor Assistant Professor	25% 25% 25% 25% 25% 25%	Clinic Director Director of Clinical Training
Other Contributors: Linda Hatzenbeuhler, Ph.D. Tom Jackson, Ph.D. Victor Joe, Ph.D. Linda Enloe, Ph.D. Nicholas Heyneman, Ph.D. Steve Stephens, Ph.D. Beth Stamm, Ph.D. Deb Larsen, Ph.D. Cheri Atkins, Ph.D. John Landers, Ph.D. Heath Sommer, Ph.D. Daniel Traughber, Ph.D. Rick Pongratz, Ph.D.	Professor Professor Professor Emeritus Associate Professor Emeritus Adjunct Faculty Adjunct Faculty Research Professor Adjunct Faculty Adjunct Faculty Adjunct Faculty Adjunct Faculty Adjunct Faculty Adjunct Faculty	10% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%	Vice President for Health Education Dean of Graduate Studies Deputy Director, Institute of Rural Health

The Department of Psychology has 12 full-time faculty members, 6 of whom have expertise in Experimental Psychology. ISU's Department of Psychology is unique in that our faculty is collaborative, and we encourage cross-program research and mentoring across the Experimental Psychology and Clinical Psychology graduate programs. Our faculty has very diverse research and teaching interests, which is ideal for an Experimental Psychology program. Our research interests include physiological and comparative psychology, behavioral pharmacology, animal learning, neuroscience, developmental psychology, substance abuse, depression, resilience, working memory, cognition, social psychology, mood, person perception, and longitudinal methodology and analysis. As the Masters program stands currently, we have adequate teaching and mentoring resources. If the Psychology Department accepted 5-6 students into the proposed Doctoral program in 2010, we would only require funds to cover two course releases for that year (for the Director of Experimental Training; DET) and pay for irregular help (e.g., adjunct) such that the graduate learning course could be offered (see Appendix A on page 17 for 3-year plan).

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As of now (2008-9), the number of faculty satisfies the needs of starting the proposed Doctoral program. The Experimental Psychology faculty not only teach the majority of courses offered in the graduate core (including those for the clinical psychology program), but also teach a large portion of the undergraduate curriculum. Consistent with the recommendations of external reviewers, as we phase in components of a Doctoral program, we would need two additional faculty lines to assist in teaching core and specialty areas of the undergraduate and graduate programs, and mentoring graduate student research. The specialty areas we would hire for would be based on needs at the time of hire. For example, to enhance and promote collaborations between the Experimental Psychology program and the Idaho National Laboratory (INL; which has agreed to support paid part-time research positions for our program — see Appendix), one faculty line might be in the area of decision making. As another example, to take advantage of the ongoing relationship between the Experimental Psychology program and the Clinical Psychology program, the second faculty line might be in the area of health psychology or behavioral medicine. Incidentally, the emphasis on health psychology or behavioral medicine is consistent with the health mission of the university. While these lines are not required immediately, we would phase in one in 2011 and the second in 2012. By 2013, the proposed Doctoral program should be nearing maximal output in terms of admitting students, offering courses, and generating research. This goal is consistent with what is written in the 8-year Plan for the ISU Department of Psychology.

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

In the beginning years of the program, the students would likely be undergraduate psychology majors from ISU, Boise State University, and Brigham Young University-Idaho (see needs assessment under 5b). We make annual recruitment trips to various universities in the region (e.g., Utah State University, Albertsons College, Weber State University, etc.) to enable students to familiarize themselves with our graduate programs. We assume as word spreads, more students from these areas in the region would apply. Also, as our research programs expand with a Doctoral program in place, we expect our research to gain greater national attention. As such, more students from around the country are likely to apply. In our clinical program, for example, the vast majority of students who apply are from outside the region.

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

Administrative support: We believe that it is crucial that the Doctoral program have a Director of Experimental Training (DET) at the inception of the proposed program. The DET would function in an analogous manner to the Director of Clinical Training for the clinical Doctoral program, in terms of being in charge of the logistical aspects of running a Doctoral program. The workload for this kind of job is substantial and is typically equal to the time placed in the operations of a course. Hence, we propose a one-course reduction per semester to the person appointed as DET by the chair, and administrative pay for 10 months that is similar to what the Director of Clinical Training is currently paid. As per the recommendation of the external review team, we have developed a job description for the DET.

Staff support: Lisa Coleman, a full time administrative assistant, is responsible for administrative support to both graduate programs in psychology, as well as the undergraduate program. We also currently have two part-time work study office assistants. Our current administrative staff is working at their maximum capacity. As such, we included in our proposed budget a half-time office specialist to assist the faculty and manage the increase in workload that would come from the Experimental Ph.D. program.

Teaching assistance: Adjunct faculty member(s) are needed to teach one to two undergraduate courses in 2010-2012. This will allow current Experimental faculty to teach graduate courses. The

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cost for additional adjunct faculty is potentially non-recurring. By 2012, when the two permanent faculty lines are filled, there will be little need for adjunct faculty members to support this program.

Graduate Teaching Assistants: Because of the additional elective seminars that are needed to complement the core curriculum of the proposed program, it is necessary to free up the Experimental faculty to teach more graduate courses by offering lower level courses (e.g., PSYC 101 Introductory to General Psychology) to be taught by seasoned graduate students, particularly those with academic interests. This would also allow those students to obtain mentored training in teaching. Hence, our proposed budget includes two GTAs to be filled by students admitted to the Experimental program, one by 2012 and the second by 2013. We also request funds for one of our current Masters-level GTAs to be upgraded to a Doctoral-level GTA; the money for this upgrade is included in the budget for GTAs.

Graduate Research Assistant: One graduate research assistant will be needed to assist the faculty in grant writing. S/he will help to prepare literature reviews, collect preliminary data, and gather all the necessary information related to federal government and private foundation funding proposals. We expect that within a few years, faculty members will be able to support this position by external research grants.

As the Experimental Ph.D. program develops, we expect to increase the number of graduate students enrolled in the program. In order to increase the support for GRAs and GTAs, we will gradually acquire more funding opportunities. We expect that INL, at a minimum, will fund one to two externships each year (see Appendices). Some members of the experimental faculty are writing federal grant proposals, which include funding for GRAs. Several proposals have been submitted recently, and others will follow. While the funding for these proposals is tentative, we feel that the submission of them is a logical first step in our goal to fund our students with GRAs and see this as a strong possibility as our peer institutions are able to fund a substantial number of students in this manner (Table 3).

Space: Currently, each faculty member has his/her own office and laboratory, so space needs for the present are adequate. As the reviewers pointed out, we will need additional research and office space for new hires in the near future. Psychology occupies the 4th and 5th floors of Garrison Hall. Currently, some faculty members from Biology are housed on the 6th floor. We are aware that a new biological sciences building will be built in the future, so that all Biology faculty and their labs will be centralized. Additionally, the Idaho State University Biomedical Research Institute (IBRI) will build a new animal facility in the future, which will house all animal labs. We propose that part of the 6th floor and the basement, currently occupied by Biology, be given to psychology for additional laboratories and offices.

Library holdings: Currently, the library holdings meet the needs of faculty in Experimental Psychology. We have access to all of the journals published by the American Psychological Association, as well as various top Experimental Psychology periodicals put out by various publishers. However, additional books, journals, and electronic periodicals (\$9,000) will be necessary to meet the needs of the two future faculty lines and a greater influx of students. (See Appendices—correspondence from Les Wilson and Kay Flowers.)

Equipment: All faculty members have adequate office and lab computers. We also have a student computer lab that houses six computers (includes Microsoft Office and other statistical software programs) and two printers. The lab seems to meet the needs of the graduate students, but upgrades, including the purchase of licenses for statistical software packages will be required for the future.

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

Because we require that our students in the Doctoral program be enrolled full time, there is no plan for off-campus delivery of the program. However, depending on demand from BYU-Idaho (see letter of support from BYU-I in the Appendices), we may be able to deliver some courses through Idaho Falls.

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?

There are no Doctoral programs in Experimental Psychology in the state of Idaho. Currently, there is a Master's in Human Factors program at the University of Idaho (U of I), which is a specific branch of Psychology that involves how humans interact with technology. The curriculum proposed for a Doctoral program in Experimental Psychology overlaps minimally with the U of I's curriculum. For example, of their seven core courses, six of them are technology and design-related courses; our core contains no courses in these areas. Two of their seven core courses are research-related; to date, all of our core courses are research related. U of I's program does not require a course in statistics; our current program requires two, and our proposed program will require three. A thesis for U of I's Human Factors program is optional; ours is required. U of I tends to place their students in industry and private settings; our placement will be much broader. These indicators suggest that the focus of U of I's program is very different from the focus of our proposed program. We wish to be direct in supporting U of I's efforts in maintaining their program in human factors. We visualize our Doctoral program as a more general one with the opportunity to specialize in specific focus areas in Experimental Psychology. We anticipate the program to draw in a broader cross-section of students and will fully utilize the talents of our diverse faculty.

Immediately outside of Idaho there are two universities with Doctoral programs in Experimental Psychology: University of Wyoming (U of W), which is an eight-hour drive from Pocatello, and University of Montana (U of M), which is a six-hour drive. However, each institution has specialty tracks. U of W, for example, has developmental and social psychology tracks. Our program would be fundamentally different because the opportunity for specialization would be much broader. As things stand currently, it would be impossible, for example, for a student to receive post-graduate training in cognitive psychology, learning, behavioral pharmacology, neuroscience, or personality without going outside of the region. Our program would make it possible to receive these types of focused mentoring in specialty areas.

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.

There are two manners in which our proposed Doctoral program supports the SBOE's and ISU's mission for ISU. First, the Department of Psychology has a broad health emphasis. Traditionally, psychology is viewed as central to mental health, and indeed our department's teaching and research endeavors support that. However, we also offer courses in biological and physical sciences (e.g., two courses in physiological psychology, sensation and perception, behavioral medicine, psychopharmacology), and courses that prepare the student for conducting research in physical and mental health. Moreover, Experimental faculty members have research interests in the areas of health, including developmental and behavioral neuroscience, teratology, motor function, substance abuse, depression, resilience, and obesity. Other areas that are relevant to decision-making and attitude formation (e.g., person perception, attention, executive function, working memory, cognitive strategies, mood, multiculturalism, and diversity) contribute to the

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health mission by examining the conditions under which human cognitive and behavioral strategies lead to poor mental and physical health outcomes. Last but not least, faculty members also investigate strategies that *positively* impact mental or physical health.

The second manner in which our proposed program supports the mission of the SBOE's policy is through offering a degree that is general enough to be useful to a broad range of students' interests and utilizes the range of expertise and specialization that faculty members possess. Our proposed core will offer students the fundamental skills and knowledge that are necessary for independently conducting research. From there, the student can specialize in a variety of research areas by working with his/her advisor to create an individually tailored specialization area. The student and his/her advisor will assemble a list of 12 elective credit hours from courses that are offered within the Psychology Department or within other departments. Table 2 gives examples of several areas of specialization in which students could sample from a list of relevant courses offered from other departments. For example, an individual who wishes to specialize in neuroscience may want to take 3 selected courses from the Department of Psychology (9 credits), in addition to one relevant elective courses offered in the Department of Biology (3 credits). As another example, a student who wants to specialize in Psychopharmacology may want to take one or two elective courses offered in the Department of Biology and College of Pharmacy. Encouraging cross-department ties will likely offer the students unique perspectives, increase cross-department interactions and collaborations, and will also be a cost-efficient approach in offering students a wealth of courses using few resources. Moreover, it supports the interdisciplinary mission of the university. It is important to note that other academic units in ISU support the formation of an Experimental Psychology Ph.D. program. For instance, the Informatics Research Institute strongly supports the establishment of the Ph.D. program. Faculty members at the Institute believe that such a program will foster cognitive decision-making research and grant-writing collaborations (see Appendices for a letter of support from Corey Schou, Ph.D.).

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.)

Our needs assessment was completed by the Experimental faculty and comprised two parts. For the first part, we were interested in how a Doctoral program in Experimental psychology would be structured. We were also interested in determining how far our current resources deviated from departments with well-established Experimental psychology Doctoral programs, in an effort to determine if expanding our program was feasible. We were also interested in examining the kinds of revenue a Doctoral program could generate. To accomplish this, we surveyed five Experimental psychology programs, all of which have co-existing clinical Doctoral programs. Table 3 shows the results of the first part of our needs assessment.

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Table 3. Information from comparable institutions with Experimental Ph.D. program

	Washington State	Auburn	U of Montana	U. Wyoming	University of Nevada-Reno
External grant funding per fiscal year (excluding indirect costs)	\$170,800	\$750,000	\$100,000	\$640,000	5 grants
# of Experimental faculty in program (and department)	18 (31)	9 (18)	10 (25)	9 (13)	5
# or % GRAs funded from grants	20	10	10-20%	44%	5-6
% of students funded thru GTAs, GRAs, and service providers	100%	100%	100% full or partial support	100%	100%
Mean # of students applied and admitted in last 3 years	20 applied; 6 admitted	13 applied; 5 admitted	18 applied; 3 admitted	0-5 admitted	15 applied; 5 admitted
% of faculty retained in last 10 years	69%	50%	50%	56%	No information
Teaching workload	2:2	2:2, 2:3 every other year	2:2, 1:2 for new faculty	2:2	2:2
Entry level salary for assistant professor	\$47,000-49,000	\$55,000-58,000	\$43,000-45,000	\$52,000-57,000	\$54,000

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It became clear to us that our current resources are on the cusp of the lower range of the surveyed Doctoral programs. If we are able to gain two faculty lines and additional GTAs, we could cover the additional courses we would need for the program. Moreover, with our current workload policy approved by the College of Arts and Sciences, we would be able to manage a teaching load that would permit us to write more grants for external funding. Currently, we are able to support most of our graduate students with teaching assistantships and research assistantships. Additional GTAs will allow us to support more students who have been admitted to the proposed Doctoral program. Finally, we will be in a stronger position to secure research funding (including funding for GRAs) with federal money, as other peer institutions have done, which will bring revenue to the university and to the department. There are currently two GRAs supported by faculty research grants.

The second part of our needs assessment was conducted to determine how many students would be interested in applying to, and enrolling in, an Experimental Psychology Doctoral program at ISU. The chairs of Psychology departments at other universities in Idaho were contacted by email and asked to inform their undergraduate psychology majors and Masters degree students about an on-line survey that would assess the need for an Experimental Psychology Doctoral program in Idaho. A total of 448 students from Idaho State University, Boise State University, University of Idaho, and Brigham Young University-Idaho responded. Of these students, 148 reported considering attending graduate school in Experimental Psychology. Of these 148 students, 113 were extremely likely or somewhat likely to apply to an Experimental Psychology Ph.D. program at ISU, and 110 were extremely likely or somewhat likely to attend the program if accepted. Availability of funding, quality of the faculty, and geographic location are important factors affecting students' decision about which school to attend. More than half of these students thought they would likely be employed in Idaho after completing an Experimental Psychology Ph.D. program. Table 4 shows complete results from the second part of the needs assessment survey.

Table 4a. Student needs assessment data – Part I

N=428 (426 Psychology majors; 399 intended to go to graduate school)	
<u>School currently attending</u>	
Boise State University	171
BYU-Idaho	167
ISU	108
U of Idaho	1
<u>Academic standing</u>	
Master	9
Senior	149
Junior	144
Sophomore/Freshmen	145
<u>Type(s) of Graduate programs being considered</u>	
Experimental Psychology	148 (37.1%)
Clinical Psychology	221 (55.4%)
Field other than Psychology	104 (26.1%)
Undecided	130 (32.6%)

*What about
Labor projections
for need?
Are letters of
support
sufficient?*

Table 4b. Student needs assessment data – Part II

N=148 (all were considering an Experimental Psychology Ph.D. program)

Probability of applying to Experimental Psychology Ph.D. program at ISU if one were available

Extremely likely	58 (39.2%)
Somewhat likely	55 (37.2%)
Not sure	22 (14.9%)
Somewhat unlikely	8 (5.4%)
Extremely unlikely	5 (3.4%)

If accepted into an Experimental Psychology Ph.D. program at ISU and a similar program in another university, likelihood of attending ISU

Extremely likely	69 (46.6%)
Somewhat likely	41 (27.7%)
Not sure	20 (13.5%)
Somewhat unlikely	13 (8.8%)
Extremely unlikely	5 (3.4%)

Rank order of importance of factors in final decision of where to earn a Ph.D. in Experimental Psychology

	Ranking						
	1	2	3	4	5	6	7
Availability of student funding	60	24	29	10	9	7	6
Quality of the faculty	48	36	31	18	6	5	1
Geographic location	46	24	15	9	15	26	11
Research interests of faculty	25	23	18	33	27	12	7
Potential for conducting research	25	19	23	32	23	14	9
Potential for teaching experience	9	18	15	13	40	31	18
Size of community	7	9	10	8	17	24	70

Where students would most like to be employed after completing a Ph.D. program in Experimental Psychology

In the state of Idaho	82 (55.4 %)
In a Northwestern state other than Idaho	31 (20.9%)
In the Midwest	13 (8.8%)
Another region of the country	19 (12.8%)

- 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.

As can be seen from Table 4, undergraduate psychology majors from Boise State, BYU-I, and ISU would likely apply to the program. Many have an interest in pursuing graduate study in Experimental Psychology (see letters in Appendices). After our program becomes established and gains more national attention, we would expect students from other areas of the country to apply. Our clinical Doctoral program, for example, is mostly comprised of students from outside of Idaho—about 1/6 are Idaho residents.

The students in the MS program are enrolled full-time, and we would expect that trend to continue with the Doctoral program. We would like to have 6 students enter the program every year, which is what we accept in our clinical Doctoral program.

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

We do not expect other programs' enrollments to be affected by the expansion of our program. We project that providing this program will simply increase the number of students in Idaho that will attend graduate school in psychology.

- 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.

As stated earlier in this document, the Doctoral program will incorporate the core curriculum of the existing Masters program and will be expanded in four ways that will require a student to obtain a minimum of 70 credits and fulfill the Doctoral degree requirements for Idaho State University. The four manners in which we wish to expand on the current curriculum are: One, we will add five already-existing graduate courses to the curriculum. Two, we will add new area requirement, PSYC 649 Learning. Three, for research training, we will add courses such as PSYC 583 Special Problems and PSYC 641 Special Problems (Research Experience). Four, for electives, we will create *specialization courses* by offering one to two Experimental Seminars per semester. Fifth, we will also require a comprehensive exam and dissertation. The departmental accommodations to set this plan in motion are minimal.

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

The projections are based on information attached in the Appendices; it is assumed each student will generate 10 credits minimum. For these same numbers with weighted credits, see information in the Appendices.

	FY <u>2011</u>		FY <u>2012</u>		FY <u>2013</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>60</u>	<u>6</u>	<u>150</u>	<u>15</u>	<u>210</u>	<u>21</u>
B. Shifting enrollments*	<u>30</u>	<u>3</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*these represent students from our MS program that will enroll in our Ph.D. program						

II. ADDITIONAL EXPENDITURES

Notes: 1 FTE=3 courses

In one academic year, 6 courses (2 FTEs) are assumed for one full-time faculty member.

	FY 2011		FY 2012		FY 2013	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Faculty	0	\$0	1	\$55,000	2	\$113,300
2. Administrators (DET administrative costs)	0.20	\$10,000	0.20	\$10,300	0.20	\$10,609
3. Adjunct faculty (2 courses per year in years 1 and 2)	0.45	\$7,210	0.45	\$7,426	0	\$0
4. Graduate/instructional Assistant (3) ***	1	\$3,260	2	\$16,007	3	\$29,515
5. Research personnel (1)	1	\$12,649	1	\$13,028	1	\$13,419
6. Support personnel	1	\$14,438	1	\$14,871	1	\$15,317
7. Fringe benefits*		\$13,314		\$33,766		\$55,434
(*includes 23% fringe and health insurance for faculty; fringe, tuition, and insurance for GTAs and GRA)						
8. Other:						
Total FTE Personnel And Costs;	3.65	\$60,871	5.65	\$150,398	7.20	\$237,594

*** One MS GTA Upgrade in FY2011 plus a second GTA in FY2012 plus a third GTA in FY2013

ATTACHMENT 1

	FY <u>2011</u>	FY <u>2012</u>	FY <u>2013</u>
B. Operating expenditures			
1. Travel	\$0	\$1,500	\$3,090
2. Professional services	\$0	\$0	\$0
3. Other services	\$0	\$0	\$0
4. Communications	\$0	\$535	\$835
5. Utilities	\$0	\$0	\$0
6. Materials & supplies	\$500	\$500	\$500
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:	\$500	\$2,535	\$4,425
	FY <u>2011</u>	FY <u>2012</u>	FY <u>2013</u>
C. Capital Outlay			
1. Library resources	\$9,000	\$6,000	\$6,000
2. Equipment	\$6,500	\$6,500	\$6,500
Total Capital Outlay:	\$15,500	\$12,500	\$12,500
D. Physical facilities			
Construction or major Renovation	\$0	\$0	\$0
E. Indirect costs (overhead)			
	\$0	\$0	\$0
GRAND TOTAL EXPENDITURES:	\$76,871	\$165,433	\$254,519

III. REVENUES

	FY <u>2011</u>	FY <u>2012</u>	FY <u>2013</u>
A. Source of funds			
1. Appropriated funds -- Reallocation – MCO	<u>\$81,727</u>	<u>\$174,960</u>	<u>\$267,245</u>
2. Appropriated funds -- New – MCO	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
3. Federal funds	<u>***</u>	<u>***</u>	<u>***</u>
4. Other grants: External grants, private foundations	<u>***</u>	<u>***</u>	<u>***</u>
5. Fees	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
6. Other: _____	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
GRAND TOTAL REVENUES:	<u>\$81,727</u>	<u>\$174,960</u>	<u>\$267,245</u>
	FY <u>2011</u>	FY <u>2012</u>	FY <u>2013</u>

B. Nature of Funds

1. Recurring*	<u>\$81,727</u>	<u>\$174,960</u>	<u>\$267,245</u>
NOTE: In year 3 of the program, the adjuncts will no longer be a recurring cost.			
2. Non-recurring**	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
GRAND TOTAL REVENUES:	<u>\$81,727****</u>	<u>\$174,960****</u>	<u>\$267,245****</u>

*** We currently have one federal grant (Wong's NIH grant: \$249,652) and one Foundation grant (Prause: \$98,500).

**** Indirect costs generated from external funding will help to offset some of the program costs. Based on our needs assessment, we anticipate generating \$50,000 in external funds in year 1, \$150,000 in year 2, and \$200,000 in year 3 to offset these numbers. We are currently exceeding these expectations. Please see Appendices for these figures.

* 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.

ATTACHMENT 1

a. Additional Faculty and Staff Expenditures

Project for the first three years of the program, the credit hours to be generated by each additional faculty member (full-time and part-time), additional graduate assistants, 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.

Year 1--2011

Name	Rank	Annual Salary Rate	Projected Student Credit Hrs	FTE Students
Adjunct#1: To teach one course per year	(See list from question 4B.)	\$3,605	450 credit hours	150 students
Adjunct#2: To teach one course per year	(See list from question 4B.)	\$3,605	450 credit hours	150 students

Totals

\$7,210

300 FTE students

Year 2--2012

Name	Rank	Annual Salary Rate	Projected Student Credit Hrs	FTE Students
New Line #1: To teach one undergraduate and 2 graduate courses (n=16) two semesters a year	Assistant	\$55,000	<u>Undergraduate:</u> 900 credit hours <u>Graduate:</u> 192 credit hours	<u>Undergraduate:</u> 300 students <u>Graduate:</u> 64 students
Adjunct#1: To teach one courses per year	(See list from question 4B.)	\$3,713	450 credit hours	150 students
Adjunct#2: To teach one courses per year	(See list from question 4B.)	\$3,713	450 credit hours	150 students
Graduate Teaching Assistant #1: To each 2 courses/year	MS	\$12,875	900 credit hours	300 students

Totals

\$75,301

600 FTE students

Year 3-- 2013

Name	Rank	Annual Salary Rate	Projected Student Credit Hrs	FTE Students
New Line #1: To teach one undergraduate and 2 graduate courses (n=16) two semesters a year	Assistant	\$56,650	<u>Undergraduate:</u> 900 credit hours <u>Graduate:</u> 192 credit hours	<u>Undergraduate:</u> 300 students <u>Graduate:</u> 64 students
New Line #2: To teach one undergraduate and 2 graduate courses (n=16) two semesters a year	Assistant	\$56,650	<u>Undergraduate:</u> 900 credit hours <u>Graduate:</u> 192 credit hours	<u>Undergraduate:</u> 300 students <u>Graduate:</u> 64 students
Graduate Teaching Assistant #1: To each 2 courses/year	MS	\$13,261	900 credit hours	300 students
Graduate Teaching Assistant #2: To teach 2 courses/year	MS	\$13,261	900 credit hours	300 students

Totals**\$139,822****1328 FTE students**

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

As stated earlier in the document, we currently have one full-time administrative assistant who is responsible for administrative support to both graduate programs in psychology, as well as the undergraduate program. We also currently have two part-time work study office assistants. Our current administrative staff is working at their maximum capacity. As such, we included in our proposed budget a half-time office specialist to assist the faculty and manage the increase in workload that would come from the Experimental Ph.D. program at a recurring cost of \$20,766 per year (fringe included).

b. Administrative Expenditures

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

The Doctoral program will require a Director of Experimental Training (DET) at the inception of the proposed program. As stated elsewhere in this document, the DET would function in an analogous manner to the Department of Psychology's Director of Clinical Training for the clinical Doctoral program, in terms of being in charge of the logistical aspects of running a Doctoral program. The workload for this kind of job is substantial and is typically equal to the time placed in the operations of a course. Hence, we propose a one-course reduction per semester to the person appointed as DET by the chair, and administrative pay for 10 months that is similar to what the Director of Clinical Training is currently paid (\$10,000/year).

ATTACHMENT 1

Name, Position, Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Percent of Salary Dollars to the Program
To be named	\$10,000	100%	\$12,300 (with fringe)	Year 1= 20% Year 2= 9% Year 3= 6%

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

With the addition of two new faculty lines, travel monies for these new faculty members will be necessary for them to remain current in their discipline, interact with leaders in their fields, develop relationships that will ultimately yield external funding, and promote their professional development. On average the cost of attending a national conference in psychology is approximately \$1,500. Additionally, we anticipate expenses related to telecommunications (e.g., setting new phone lines and monthly phone charges), stationary, printing etc. We estimate the costs for communications to be approximately \$535 in FY 2012 (one phone line) and \$835 in FY 2013 (two phone lines), and the costs for materials and supplies to be approximately \$500 per year.

- 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.

As explained earlier in this document, the library holdings currently meet the needs of faculty in Experimental Psychology. We have access to all of the journals published by the American Psychological Association, as well as various top Experimental Psychology periodicals put out by various publishers. However, additional books, journals, and electronic periodicals (\$9,000) will be necessary to meet the needs of the two future faculty lines and a greater influx of students. (See Appendices—correspondence from Les Wilson and Kay Flowers.)

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

Personnel: see above

Space: As stated earlier in the document, each faculty member currently has his/her own office and laboratory, so space needs for the present are adequate. In the future, we will need additional research and office space for new hires. Our external reviewers acknowledged this need for additional space. Psychology occupies the 4th and 5th floors of Garrison Hall. Currently, some faculty members from Biology are housed on the 6th floor. We are aware that a new biological sciences building will be built in the future, so that all Biology faculty and their labs will be centralized. Additionally, in the near future, IBRI will build a new animal facility, which will house all animal labs. We propose that part of the 6th floor and the basement of Garrison, currently occupied by Biology, be given to psychology for additional laboratories and graduate student offices when needed.

ATTACHMENT 1

Equipment: As stated earlier in the document, all faculty members possess adequate office and lab computers. We also have a student computer lab that houses six computers and two printers. The lab seems to meet the needs of the graduate students, but upgrades, including the purchase of several licenses of statistical software programs will be required for the future. See equipment costs below.

Monographs, journals, and materials: See library holdings.

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

Not applicable.

(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.

As stated earlier in the document, all faculty members have adequate office and lab computers. We also have a student computer lab that houses six computers and two printers. The lab seems to meet the needs of the graduate students, but upgrades, including the purchase of several licenses of statistical software programs will be required. Equipment cost (\$6500 per year) will cover expenses related purchase of computers for new faculty members, statistical software licenses for students, and equipment maintenance.

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?

The Provost has responsibility to reallocate funds based upon assessment and program review. Continuous program review identifies where investment of resources should be reallocated.

- (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.

Not applicable.

- (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?

In the past, Idaho National Laboratory (INL) has funded one to two research externships a year. It is likely that INL will continue to do so (see Appendices). Some members of the Experimental faculty have received funding or are writing federal grant proposals, which include funding for GRAs. While the funding for these proposals is tentative, we feel that the submission of them is a logical first step in our goal to fund our students with GRAs and see this as a strong possibility as our peer institutions are able to fund a substantial number of students in this manner (see Table 3).

ATTACHMENT 1

Appendix A. Summary of Needs Across First Three Years of Program Expansion

	2011	2012	2013	Total Needs
Faculty		One line	One line	2 lines
GTAs		One GTA	One GTA	2 GTAs to cover 4 courses/year (2 Adjuncts to cover 4 courses/year)
Courses	Learning; Rotating seminars (2/year)	Learning; Rotating seminars (2/year)	Learning; Rotating seminars (2/year)	
Staff	Director of Experimental Training (DET) Part time-- office GRA	DET Part time-office GRA	DET Part-time office GRA	1 DET 1 Office staff 1 GRA
Space		Part of 6 th floor & basement of Garrison Hall		Part of 6th floor & basement of Garrison Hall

EXTERNAL REVIEW OF PROPOSED Ph.D. PROGRAM IN EXPERIMENTAL PSYCHOLOGY

October 29-30, 2008

Prepared by

Dr. Narina Nunez, University of Wyoming

Dr. Craig Parks, Washington State University

Executive Summary

Our review of the materials prepared by the Idaho State University Department of Psychology, and visit to the department, lead us to **support** the proposed doctoral program in Experimental Psychology. Arguments in favor of the proposal are:

- The ability of the program to contribute to ISU's goals of increased research prominence and thematic excellence in health-based research;
- In-state need for professionals with expertise in experimental research methods, quantitative analysis, and content areas addressed by experimental psychologists, as evidenced by the creation of the Center for Advanced Studies in Energy and letters of support for the program from INL.
- National need for such professionals, as evidenced by job postings, increased applications to Experimental Psychology graduate programs in the Northwest, and near-100% placement of graduates from these programs;
- The ability to implement the program at minimal cost to the university.

Though implementation will be low-cost, the department will nonetheless need an immediate infusion of some resources, as well as to have longer-term needs be on the university's, and State's, radar. Department members will work to secure external funding to help support long-term needs. Immediate needs are

- Two new tenure-track faculty lines, to help alleviate the very heavy workload placed on current faculty. These new lines can potentially be realized through reallocation of open positions within the College of Arts and Sciences (CAS);
- Two additional graduate assistantships to support new Experimental students;
- A half-time administrative assistant, to pick up the increase in administrative tasks that will come with the new program.

Longer term needs are

- Additional new tenure-track faculty lines as needed. Possible support for these new lines could come from increased state funding for ISU's health mission.
- Additional physical space (office, laboratory) to accommodate new faculty and students. This need may be met through Psychology expanding to the sixth floor of Garrison House after Biological Sciences, which currently uses the sixth floor, moves into a new building.
- Additional graduate assistantships as the program grows. This need can at least partially be met through external research grants, though state-funded assistantships are also important, to provide students the opportunity to gain experience in teaching. The College and Department should also be encouraged to pursue development opportunities as they arise, and pursue donor funding for graduate fellowships.

In the following pages, we elaborate on these conclusions, and share additional recommendations. This summary, however, presents all essential points.

Background

In September 2008 we were contacted by Dr. Kandi Turley-Ames, chair of the Department of Psychology at Idaho State University, and asked to review the department's proposal for a doctoral program in Experimental Psychology, a review which included a visit to campus to meet involved individuals and see facilities. We were selected because our departments each offer the doctoral degree in both clinical and experimental psychology, and because we each have extensive administrative experience within our departments: Dr. Nunez was department chair for seven years, and Dr. Parks was director of graduate training for eight years.

We visited the campus on October 29th and 30th. On Tuesday we met with faculty members Brumley, Lawyer, Lynch, McCulloch, Prause, Roberts, and Wong; Graduate Dean Jackson; and Interim Dean of CAS Hughes, as well as groups of undergraduate Psychology majors and graduate students enrolled in the doctoral Clinical and Master's Experimental programs. On Wednesday we met with faculty members Cellucci, Rasmussen, and Vik, and Associate Vice-Provost for Academic Affairs Adamcik; toured the department's facilities; and participated in an exit interview that included all participating faculty, the chair, and Deans Jackson and Hughes. Faculty member Letzring was unavailable to meet with us due to the birth of her baby one day before our visit, though Vik conveyed her enthusiasm for the proposal.

We were uniformly pleased with our meetings. The faculty and administrators were open and forthcoming, the students enthusiastic, and staff helpful. A 2004 external review of the department noted that the department is in good hands with chair Turley-Ames and support staff Lisa Coleman, and we heartily echo that sentiment.

Need

The most immediate question is whether a doctoral program in Experimental Psychology is even needed. The answer is a definite "yes." No such training is currently offered within Idaho, and among the WWAMI states only the University of Washington, Washington State University, the University of Wyoming, and University of Montana offer a doctoral degree in Experimental Psychology. Applications to these programs have steadily increased, though the number of students admitted into these programs has held constant. Thus, many well-qualified applicants are being turned away, and ISU would be able to compete for these students. Further, while we have no information about Montana graduates, graduates from the Washington, Washington State, and Wyoming programs have nearly 100% placement in their desired area of employment. The University of Idaho offers a Master's degree, with emphasis on human factors or organizational psychology, and neither Boise State University nor Lewis and Clark State College offer graduate training in psychology. The ISU program will not train in either human factors or organizational psychology, so there will be no duplication across universities.

ISU has received many letters of support for their program from the Idaho National Laboratory (INL), and review of these letters indicates an immediate need for experts in the types of topics for which ISU Psychology has expertise. Internal letters of support have also been received from the Informatics Research Institute and the Department of Special Education. While the department does not seem to have any connections with the state government, both of us have experience in our own states with our state governments recruiting and hiring students trained in Experimental Psychology. We expect something similar will occur with the Idaho state government once this program gets running. The Center for Advanced Studies on Energy, based in Idaho Falls, is another organization that would likely have an interest in the program's graduates. And this demand does not begin to consider the national need for experimental psychologists within the federal government, armed forces, higher education system, and private industry. All told, given the local and national need, the time is right for this program.

There is a key point to be made regarding the need for graduates at INL. We are aware that ISU has a satellite campus in Idaho Falls. As the relationship with INL develops, the temptation will emerge to offer occasional graduate courses, and perhaps even dedicated training, at this satellite campus. We strongly discourage such a step be taken. One of us (Parks) has ample experience with trying to coordinate graduate training across multiple campuses, and it is an inferior approach to doctoral education. The training is most effectively delivered at a single site at which all students and faculty reside.

Faculty

We met with faculty in three groups, each consisting of both Clinical and Experimental faculty. There seems to be genuine camaraderie within the department, and there is clear support for the proposal by the Clinical faculty. It was repeatedly emphasized that the two groups participate in training both Experimental and Clinical students; Clinical students do not only work with Clinical faculty, nor Experimental students with only Experimental faculty. This is a rather unique arrangement that offers advantages to students. The faculty show energy and enthusiasm, and a general vibrancy that is important for training of graduate students. In responding to some challenging questions from us, we saw that the faculty have thought carefully about the proposed program and are going into this with a clear vision and understanding of what lies ahead.

The Experimental faculty, who will make up the core of the program, are small in number but productive. For the most part they are early in their careers, though even the more senior faculty are still scientifically young. Their work is appearing in many top-quality journals. Examples include *Journal of Personality and Social Psychology*, *Psychophysiology*, *Journal of Applied Behavior Analysis*, *Memory and Cognition*, *Child Development*, and *Journal of Neurophysiology*. They are also quite active in preparation of grant proposals, with one proposal for \$250,000 being funded by NIH, and three, worth a total of \$1.1 million and submitted to federal agencies, in varying stages of review at this writing. Such energy and activity is exactly what is needed for training of graduate students. Their Clinical colleagues show similar levels of scholarly and grant-proposal productivity and quality, and as a whole this will create an excellent environment for Experimental student training. The grant activity will also help with the issue of student supports, in that faculty consistently include requests for research assistantships in their proposals. The addition of a PhD program in Experimental Psychology will undoubtedly increase the productivity and excitement among the current faculty, and should yield dividends for years to come.

Administrative Support

Each of the three administrators was open, thoughtful, and honest. All three are solidly behind this proposal, with none expressing any reservations. Each volunteered that s/he considers Clinical Psychology to be one of the top graduate programs at ISU, and a collective portrayal of the department emerged as productive, harmonious, and trouble-free. We heard things from each person that encouraged us. Dean Jackson considers the proposal to be perhaps the best that he has seen, and he sees the program as fitting into both ISU's expanding health focus and the president's desire to increase research visibility and graduate training. Dean Jackson believes that the department, not the Graduate School, should determine the expected time to completion of the doctoral degree. This is important because the median time to completion from Bachelor's to doctoral degree for an Experimental Psychology student is five years, not four years as is the norm in many disciplines. This indicates that, at least under Dean Jackson, the department will not be under pressure to push students out before they are ready. He is unconcerned about the loss of the Master's program in Experimental Psychology because it currently enrolls the same number of students that will be enrolled in the doctoral program.

Dean Hughes has only held his position since July, yet his interest in, and support of, the program is clear. He has spent considerable time with the chair, and was an active discussant during our exit interview. He indicated that, though he is an interim Dean, he intends to be active and make decisions that will enhance the college. He will be an ally as Psychology works to implement the program.

Vice-Provost Adamcik supports the program without reservation. She sees this proposal as building upon one of the university's strengths and she is ready to argue for the program. She definitely wants this proposal to go forward.

Students

The undergraduates are excited about this program and the department in general. Indeed, neither of us have experienced the level of devotion to a faculty that we saw in our meetings with these students, and it is clear that the faculty have worked very hard with them. There is no question that the program will receive a good number of applications from this group.

The students currently enrolled in the Experimental Psychology Master's program would very much like the opportunity to continue their post-graduate training here. We were also impressed by the depth of support evident among the Clinical doctoral students, and it is doubtful that there will be any friction between the two groups. Nonetheless, the faculty did ask us for advice on how to enhance and encourage mixing among Clinical and Experimental students.

Facilities

The facilities are adequate for expansion of the program. Faculty offices are decent, and it is possible to provide all students with office space. Research facilities are similarly fine, though the department is currently renting a vivarium in an adjacent building from Biological Sciences, and it would be preferable for the department to eventually own research space for the faculty who use animal subjects. This vivarium is certified by the Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) and has an on-site veterinarian, the latter being an unusual and laudable feature.

As faculty are added, the department will quickly confront the need to accommodate new hires with office and lab space. The chair has approached Biological Sciences about moving into space on the sixth floor of Garrison House that is currently used by that department, and which should become available after Biological Sciences moves into its new facility. It is our understanding that an informal agreement is in place for such a transfer of space. If this indeed comes to pass, Psychology's needs should be satisfied for the immediate future.

The department has a teaching clinic at which the clinic director, Dr. Cellucci, and senior Clinical doctoral students see patients. Payment for services is on a sliding scale so the clinic is subsidized by the department (as are most teaching clinics throughout the country). The clinic has facilities for child, couple, and family therapy as well as individual adult therapy. Treatment rooms are equipped with video and audio recording devices, and one-way mirrors for observational purposes. We found the clinic well-designed for both therapeutic and research use. Experimental students will not likely be involved in provision of therapy, but they may well use the rooms for data collection, so this facility is important when considering the needs of these students.

The department provides two computer labs for students, and owns a poster printer. The department hires university technicians as needed to maintain the computers. It is unclear who is financially responsible for hardware upgrades. The department pays for software upgrades and poster-printer maintenance out of its own budget, and is responsible for repairing the printer. The computer labs have the latest statistical software installed (SPSS) and the department is in the process of trying to acquire a second popular package, SAS.

The classroom in Garrison House, and the department's conference room, are outfitted with appropriate technology: Projector with connections for a computer or document reader in the classroom, videoconferencing capability in the conference room. If the department uses classrooms other than the Garrison classroom for graduate instruction, we presume that those rooms are similarly equipped.

The department has multiple break rooms where faculty and students can mingle and socialize. As the faculty are concerned about fostering a sense of unity between the Clinical and Experimental students, this is not a trivial feature of their space.

Curriculum

The department proposes to build upon its existing core Master's curriculum. These students must complete one course each in statistics, experimental design, cognitive psychology, and social psychology, and then take one of three courses on biological psychology, and either developmental or personality psychology. They must also complete 12 credits of elective, with six of these coming from a field other than Psychology, and execute a thesis project. The doctoral curriculum will add five new required courses: Ethics, History and Systems, Learning, and two courses in advanced statistics and methodology. All but Learning are already developed and on the books, and members of the faculty have the necessary expertise to create the learning course. Students must also develop a specialization by earning 14 credits through some combination of seminars, external courses, and a Teaching of Psychology class. Finally, they will need to pass a comprehensive exam and complete a dissertation.

Completion of these requirements will result in the student earning 76 credits by graduation. Of these, 18 will come from the thesis and dissertation projects, which means the remaining 58 credits will come from formal classes. This is an extremely heavy load for an Experimental program, and we worry that students will not have adequate time to develop their research skills. While the result of taking so many courses would be admirably broad training, the faculty would be well-served to consider reducing the course requirements, perhaps by as much as half. In the next section of this report ("Considerations") we offer some recommendations for how this might be accomplished.

The extensive training in statistics and methodology is an attractive feature of the curriculum and will position graduates to address a pressing national need for experts in study design and analysis. Indeed, ISU would be the only program in the Northwest to require such concentrated training, and we expect their graduates who would want to market this expertise would quickly be in high demand both locally and nationally.

The faculty plan to employ a mentoring model for graduate training. Under such a model, a student enters the program primarily to work with one, or a small number of, faculty, and while undergraduate accomplishments are not ignored, admission decisions are heavily informed by the fit of a student's stated interest with the expertise of the faculty. By contrast, the Clinical program makes admission decisions using a generalist model, under which the best overall students are admitted, and those students gravitate toward particular faculty once they arrive in the

department. A mentoring model is appropriate for this program, and in fact is common within doctoral Experimental Psychology programs.

Considerations

There are particular aspects of the proposal that invite comment. None of these are shortcomings of the plan; rather, we offer these as issues that the core faculty should think about before implementation.

Curriculum. As we mentioned earlier, the number of needed courses is quite high. We worry that students will not have adequate time to develop their research skills and interests. As such, we suggest that the faculty discuss the number of requirements. Related to this, the faculty might consider scaling back the number of required courses. The current plan has students taking survey courses in five different content areas. It is unlikely that any student will find the material in all of these courses interesting, and that raises the question of how much the students will truly gain from taking such courses. The faculty might consider reducing this requirement, perhaps to enrollment in the survey course in one's area of interest, plus one other area. One can also ask whether History and Systems is truly needed, and whether all students will benefit from four courses in statistics and methodology. Our overarching suggestion is that the faculty consider moving away from a uniform, mandated curriculum and toward an elective curriculum tailored to the student's needs.

We also suggest the faculty think about how courses, and especially seminars, will be covered if the minimum enrollment target of 5 students cannot be met within the department. Two obvious solutions are to recruit graduate students from other departments, and to allow select undergraduates to enroll in the classes, though the department would want to screen these students carefully.

New Faculty Hires. The two new faculty hires will need to be in areas that complement the program's current strengths. We suggest that one hire be in cognitive decision-making. The letters of support from INL make clear that they need a number of experts in this area. A hire in this area would also complement existing strengths in cognition and social cognition. Another area to consider is experimental health, broadly defined. There are scholars in physiological, social, cognitive, and developmental psychology who are all working on health-related questions, and who would fit nicely within the university's mission to emphasize health-related research. We would not recommend pursuing a traditional health psychologist, who would need access to special populations that the Pocatello area likely cannot provide. A traditional health psychologist would also add little to existing experimental strengths in developmental, social, cognitive, and physiological psychology. We would similarly not recommend considering an organizational psychologist. Besides overlapping with the University of Idaho, Pocatello really does not have the industrial base that such a researcher needs to be successful, and it does not have the curriculum in place for a graduate student who might be interested in pursuing an I/O career.

Organizational Structure. The faculty will want to define in advance the nature of the job of the director of experimental training (DET). Will this person be on an equal with the director of clinical training (DCT)? Are there responsibilities that the chair currently has that the DET will be expected to assume? Will the DET be given a course reduction to accommodate the duties of the job? If the position is not an annual position, who will handle graduate student needs and issues that arise during the summer?

The nature of graduate admissions should also be discussed. Will the application deadline date be synchronized across the Clinical and Experimental programs? What will be done if one program wants to change the application deadline and the other does not? How will admissions decisions be made? We are aware that the current model

involves all faculty considering and evaluating all applicants, but such an approach works much less well under a mentoring model, and one can have a situation in which faculty debate to what extent an applicant is a good fit for a particular faculty member. Also, if more faculty want to recruit than there are assistantship slots available, how will candidates be prioritized? The faculty may ultimately decide to keep the current approach, but we suggest they at least think about alternate models under which a faculty member takes the lead on recruiting, and arguing for, a particular applicant.

In conclusion, we support the proposed new doctoral program in Experimental Psychology and encourage it be approved as soon as possible. We appreciate the chance to participate in this process and share our thoughts.

ATTACHMENT 1

Subject: RE: ISU NOI
From: Kenneth Locke <KLOCKE@uidaho.edu>
Date: Mon, 30 Jul 2007 14:06:18 -0700
To: Katherine Aiken <kaiken@uidaho.edu>
CC: turlkand@isu.edu

Dear Kathy,

As requested, Kandi Turley-Ames (Chair of the Psychology Department at ISU) and I discussed the ISU NOI for a Ph.D. in Experimental Psychology. The following summarizes our mutual understanding of the issues; I am cc-ing Kandi to give her the opportunity to amend any misstatements on my part. Currently, ISU and UI both offer M.S. degrees in Experimental Psychology. The UI program offer specializations in the areas of Human Factors (HF) Psychology (ergonomics, biomechanics, human-technology interaction) and Industrial-Organizational (I/O) Psychology (workplace relations and productivity, job satisfaction, placement, and measurement). The ISU Experimental program specializes in complementary areas, including but not limited to cognition, learning, and areas linked to ISU's broader health mission. The plan outlined in the ISU NOI would not alter these respective foci: An ISU Experimental PhD program would continue to focus on areas of Experimental Psychology that complement, rather than overlap with, UI's HF and I/O emphases. Likewise, a UI Experimental PhD program would continue to focus on HF and I/O psychology so as to complement ISU's emphases. Each department has the capacity to provide doctoral training in some--but not all--areas of Experimental Psychology. Having focused doctoral programs in both departments would allow the State of Idaho to meet the needs of students interested in a range of specializations (and employers interested in hiring students with those specializations). Given these shared understandings and goals, the UI Psychology Department supports the ISU proposal.

Sincerely,
Ken

Kenneth Locke
Professor and Chair
Department of Psychology and Communication Studies
University of Idaho
Moscow ID 83844-3043
Office: (208) 885-4453
Fax: (208) 885-7710
www.class.uidaho.edu/klocke

Informatics Research Institute



Improving Operational Information
Through
Awareness, Training and Education
-- There is no patch for ignorance --

March 30, 2006

Professor Kandi Turley-Ames, PhD
Chair/Assoc Professor, Department of Psychology
Garrison Hall 422
Campus Box 8112
Idaho State University
Pocatello, Idaho 83209

Subject: Support for Program

Dear Professor Turley-Ames:

The purpose of this letter is to express support for an expansion of your present program into a Doctorate of Philosophy in Experimental Psychology. I believe Idaho State University, the state of Idaho and graduate students from multiple schools will benefit from this program. The development of students with research skills and the enhanced option of a focused study in the social, cognitive, behavioral, development, and physiological arenas will reward the state of Idaho for years to come.

This degree offering is timely and important as Idaho State University continues to mature in its research mission in the health related fields. This course will also assist our students with superior placement in the job market.

Further, I personally look forward to the opportunity to collaborate with our colleagues in the department of Psychology in providing such training. Please let me know how our programs can support your activities.

Sincerely,

Professor Corey D. Schou, PhD
University Professor of Informatics and Associate Dean, College of Business
Director, National Information Assurance Training and Education Center
Schou@NIATEC.ISU.EDU

Informatics Research Institute
Idaho State University
Box 4043
Pocatello, Idaho 83205-4043
<http://NIATEC.INFO>

(v) 208 282 3194

(f) 208 282 4367

BRIGHAM YOUNG
UNIVERSITY
IDAHO

28 March 2006

To the Idaho State Board of Education:

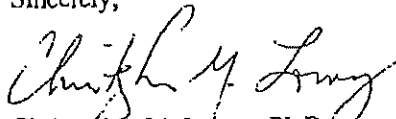
I am writing this letter to endorse the development of an Experimental Psychology PhD program at Idaho State University.

As Chair of the Brigham Young University – Idaho Psychology Department, I have occasion to speak with many of our students about their educational/career plans. I am aware that a significant number of our students intend to pursue graduate education in psychology. While the majority is focused on clinical and counseling careers, a sizable minority is interested in experimental psychology. As I have made them aware of the possibility of having an experimental PhD program at ISU, they have expressed interest in pursuing their graduate training at ISU. I believe we would consistently produce students who are both interested in and qualified for admission to ISU's Experimental Psychology PhD program if said program was approved and implemented.

Idaho has no doctoral level training in experimental psychology. The addition of a doctoral level program would be beneficial to the state. Idaho National Laboratory has expressed an interest in having doctoral level students in experimental psychology. The addition of a doctoral level program would be a boon for INL and for our students. Several of our undergraduate students have been involved with research at INL and are interested in pursuing experimental training in order to be qualified to work for INL. These students are established in Idaho and would prefer to remain in Idaho for their doctoral training.

I strongly support the development of an Experimental Psychology PhD at ISU. Please contact me if you have any questions.

Sincerely,



Christopher M. Lowry, Ph.D.

Christopher M. Lowry, Ph.D. Chair, Department of Psychology
110D Ricks Building, Rexburg, ID 83460-2140
Phone (208) 496-1352 Email: lowryc@byui.edu

BRIGHAM YOUNG
UNIVERSITY
IDAHO

March 30, 2006

Dr. John Kijinski, Dean
College of Arts and Sciences
Idaho State University

Dear Dean Kijinski,

I was just recently made aware of the proposed Ph.D program in Experimental Psychology at Idaho State University by the Chair of our Department of Psychology at Brigham Young University – Idaho, Dr. Christopher Lowry. He is quite enthusiastic about some of the potential benefits to our psychology graduates and perhaps for some faculty members. He forwarded to me a copy of the Notice of Intent for establishing the Experimental Psychology Ph.D program, so that I could familiarize myself with it and consider the possible benefits to our students.

I too, feel that this doctoral program would be beneficial to the students and possibly to some of the instructors at BYU-Idaho. As you are fully aware, we do not have graduate programs available at this university, therefore, any of our students who desire to pursue a graduate degree must go elsewhere. You also know that a graduate in psychology really needs to obtain a graduate degree to fully exercise and implement the principles of psychology he/she has learned. Having a Ph.D program in this area will attract a good number of our graduates.

I believe our psychology department does an excellent job in preparing their students for graduate school. A close coordination with and proximity to ISU could have a positive impact on those who desire to further their educational opportunities. Much encouragement will be given to our psychology graduates from our faculty members to participate in this Experimental Psychology program.

Increasing opportunities for employment at the Idaho National Laboratory for those with advanced degrees is another growing option for our students and indicates a need for this Ph.D program. The timing for this proposal seems advantageous.

I certainly endorse and applaud your efforts in seeking to establish this doctoral program in Experimental Psychology. It bodes well for our students and will be a source of new and beneficial opportunities for many people. We support you and thank you for your efforts.

Warm Regards,
Larry L. Thurgood, Dean



March 28, 2006

204914

Dr. Kandi Turley-Ames
Department Chair
Psychology
Idaho State University
Campus Box 8112
Pocatello, ID 83209-8112

SUBJECT: Letter of Support for an Experimental Psych Doctoral Program at ISU

Dear Kandi:

I very much enjoyed the recent opportunity to meet you and your faculty. There are clearly a number of content areas where your faculty's interests overlap mine and the needs of the Idaho National Laboratory. As you described the plans to establish a PhD program, I and my colleagues all agreed that it should be done. Dr. Blackman has covered many of the institutional points with which I fully concur. I would like to speak more as a practitioner and individual contributor in mentioning the benefits that such a program would bring to me and my INL consulting and research.

During the twenty years I have worked at the INL, I have had the opportunity to supervise over 40 research assistants, primarily masters and doctoral students from Utah State University. Utah has excellent schools and programs. Why should I have to go to Utah to get this kind of specialized and valuable help? Why should Idaho talent have to leave the state to be developed? If a doctoral program in experimental psychology had existed in Pocatello, I would have looked first to engaging ISU students in my research and development projects. As Dr. Blackman pointed out, the area of Human Performance is receiving a great deal of attention within the Department of Energy and other government agencies, within Battelle as a corporation, and at the INL. Along with the cutting-edge research we have and will continue to do here in cognitive science, human-system interface, and human reliability, we are also very interested in refining and applying the principles we discover and applying them directly to our own research activities: we have been charged with leading the way in doing R&D on utilizing human performance in the R&D process. In summary, I am strongly supportive of a doctoral program at ISU.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert E. Richards". The signature is fluid and cursive, with a large, stylized "R" at the beginning.

Robert E. Richards, Ph.D. and Certified Performance Technologist
Performance Solutions Team Lead and member of the Center for Human Performance

Idaho National Laboratory



March 30, 2006

CCN: 204959

Dr. Kandi Turley-Ames
Department Chair
Psychology
Idaho State University
Campus Box 8112
Pocatello, ID 83209-8112

SUBJECT: Letter of Support for Doctor of Philosophy Program and Idaho State University

Dear Professor Turley-Ames,

I am writing to offer my support of your Notice of Intent to start a Doctor of Philosophy (Ph.D.) program at Idaho State University (ISU) in Experimental Psychology.

As a Department Manager in the Human Factors, Instrumentation and Control Systems Department at Idaho National Laboratory (INL), I lead a group of experimental psychologists that study how to improve human performance in high risk and high consequence work environments. Given the nature of our research, the INL has a need for Ph.D. experimental psychologists. Ph.D. experimental psychologists will have the requisite background in experimental research methods using human participants that we need to support our research. Moreover, a recently adopted hiring policy requires that candidates have a doctorate in experimental psychology, cognitive science, or Human Factors. The proposed Ph.D. program in experimental psychology at ISU would help address INL's need to find qualified candidates for permanent hire in my department.

The proposed Ph.D. program offers additional collaboration opportunities between ISU and INL. The INL has been in a strong position to fund student research. We have supported interns from Idaho State University, Vanderbilt University, and Brigham Young University-Idaho, and we are committed to exploring future funding opportunities for graduate students. We are also interested in collaborating with professors at ISU, particularly those in experimental psychology. They could facilitate connections between the INL's applied research interests and the ISU's research interests that are mutually supportive.

I strongly support the development of this Ph.D. program at ISU. If I can answer any question or provide additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Hallbert", with a long, sweeping horizontal line extending to the right.

Bruce P. Hallbert, Manager
Human Factors, Instrumentation and Control Systems
Idaho National Laboratory
PO Box 1625
Idaho Falls, ID 83415-3605

(208) 526-9867 voice
(208) 520-1185 blackberry
(208) 526-2777 fax
Email: Bruce.Hallbert@inl.gov



March 29, 2006

CCN

Dr. Kandi Turley-Ames
Department Chair
Psychology
Idaho State University
Pocatello, Idaho

SUBJECT: Support for Idaho State University Doctor of Philosophy Program

Dear Dr. Turley-Ames:

I strongly support your efforts to develop a Doctor of Philosophy program in experimental psychology at Idaho State University. In my role as Deputy Associate Laboratory Director for Science and Technology at Idaho National Laboratory (INL) I see a growing need for such a program in our region. So much of our science and technology is deficient in addressing the link and interface with we humans. No such program in Experimental Psychology currently exists in the state of Idaho and this is clearly a gap that should be filled. At INL we are currently expanding in several areas that require this discipline and we are hoping that graduates of this program are prospective employees for INL. Ph.D. experimental psychologists will have the strong theoretical background in experimental research methods using human participants that will be a great asset and skill that we need to support our research. In addition, INL is interested and willing to provide support for collaborations with Idaho State University faculty and students as well as encouraging current employees to take advantage of this new Ph.D. program at Idaho State University.

We strongly support the development of such a program in our region, and would look forward to substantial collaboration with Idaho State University in this regard. If I can answer any questions or provide any additional information please do not hesitate in contacting me (208.526.0245).

Sincerely,

A handwritten signature in dark ink, appearing to read "Harold S. Blackman". The signature is fluid and cursive, with the first name "Harold" being more prominent.

Harold S. Blackman, Ph.D.
Deputy Associate Laboratory Director
for Science and Technology



March 30, 2006

CCN: 204959

Dr. Kandi Turley-Ames
Department Chair
Psychology
Idaho State University
Campus Box 8112
Pocatello, ID 83209-8112

SUBJECT: Letter of Support for Doctor of Philosophy Program and Idaho State University

Dear Professor Turley-Ames,

I am writing to offer my full support of your proposed Experimental Psychology PhD Program at Idaho State University (ISU).

As a Project Manager in the Human Factors, Instrumentation and Control Systems Department at Idaho National Laboratory (INL), I am constantly aware of the lack of local qualified graduate students in Experimental Psychology, especially in Human Factors Psychology. When we at INL wish to enlist graduate students to support our research projects, we have had to look far to find qualified candidates with the requisite Human Factors coursework and research experience. Thus, our interns have typically come from institutions like the University of Maryland, New Mexico State University, and Vanderbilt University. A newly mandated minimum requirement for hiring permanent new staff into our department is that the candidate should hold a doctorate in Human Factors, Cognitive Science, or Experimental Psychology. As our department has hired new Human Factors Scientists, absent a local pool of qualified PhD students, we have directed our search to institutions outside Idaho. The proposed PhD program in Experimental Psychology at ISU would directly address INL's need to find qualified local graduate students for internships and potential permanent hire in Human Factors.

The proposed PhD program offers additional opportunities for collaboration between ISU and INL. Many of our research projects require several years of concentrated effort. While these programs are ideally suited for exploration within the course of a three to four-year dissertation, the brevity of the thesis for a terminal Master's in Experimental Psychology does not lend itself to tight integration with our research programs. If ISU is successful in establishing a doctoral program in Experimental Psychology, specific projects at INL would be in a strong position to fund student research, because the doctoral-level research would be more closely aligned with our research program needs. Departmentally, we have often expressed interest in drawing on a local pool of students for our research, but we have been frustrated that the short Master's degree has poorly matched our research timelines.

It is my understanding that the proposed Experimental Psychology PhD program might eventually result in hiring a full-time professor with a research specialization in Human Factors or Industrial/Organizational Psychology. Such an arrangement would open the door to even closer collaboration between INL and ISU. Such a professor would serve as a useful bridge between the highly applied psychological research common to INL and the more academically oriented psychological research at ISU. I foresee such a professor facilitating research between INL scientists and a

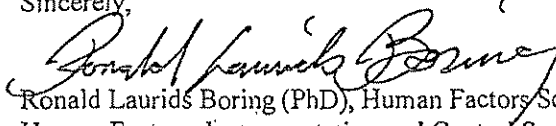
Dr. Kandi Turley-Ames
March 30, 2006
Page 2

broad range of Psychology professors and graduate students at ISU. This facilitative role would allow a closer degree of collaboration than has been possible to date between ISU and INL.

The proposed PhD program also directly complements existing academic programs in the State of Idaho. For example, while the University of Idaho has a terminal Master's program in Experimental/Human Factors Psychology, students who wish to earn a doctorate in the field must look outside the region to complete their studies. The emergence of Brigham Young University-Idaho (BYU-I) in Rexburg as a four-year degree granting institution has presented a new cohort of Psychology students, many of whom will be looking for opportunities to continue their education at the graduate level while maintaining links to the area in which they earned their undergraduate degree. I have recently been involved as an adjunct professor offering senior-level coursework at BYU-I in Human Factors Psychology. Other BYU-I faculty have begun offering coursework in Industrial/Organizational Psychology. There is a very strong interest at BYU-I in having opportunities available for these students to continue their studies in applied experimental psychology.

I can see no downside to the development of a PhD in Experimental Psychology at ISU. Not only would such a program encourage closer interaction between two proximate strong research institutions in psychology at ISU and INL, and offer new opportunities for students to gain experience and funding, but it would also provide a needed much terminal doctorate for Experimental Psychology students across the state. I offer my full endorsement of this proposal and my assistance in bringing the program to fruition.

Sincerely,


Ronald Laurids Boring (PhD), Human Factors Scientist
Human Factors, Instrumentation and Control Systems
Idaho National Laboratory
PO Box 1625
Idaho Falls, ID 83415-3605

(208) 526-0966 voice
(208) 360-0402 blackberry
(208) 526-2777 fax
Email: ronald.boring@inl.gov



March 27, 2006

Dr. Kandi Turley-Ames
Chair, Dept of Psychology
Garrison Hall, Box 8112
Pocatello, ID. 83209

Dear Dr. Turley-Ames:

The Department of Instructional Methods and Technology, after careful review of the Idaho State Board of Education Notice of Intent proposed submission by the Department of Psychology for a Ph.D program in Experimental Psychology, enthusiastically supports this degree program.

During the past year Dr. Turley-Ames and other members of the Department of Psychology have provided invaluable support for students working in our department on various research projects. For the instructional Design NOI a number of graduate psychology courses were included in order to increase our student's knowledge and ability to address the needs of a diverse group of learners.

I believe the addition of PSYC 649 will add greatly to the knowledge base needed by our students.

I would hope that this degree program will lead to more collaborative projects between our two departments.

Sincerely,

A. W. Strickland, Ph.D.
Chair, Instructional Methods & Technology Department
Professor, College of Education

College of Education
Instructional Methods &
Technology Department

Campus Box 8059
Pocatello, ID. 83209

Phone
208/282-3780

FAX
208/282-4826

Email
stricka@isu.edu

BRIGHAM YOUNG
UNIVERSITY
IDAHO

January 14, 2010

Dr. Kandi Turley-ames
Interim Associate Vice President for Academic Affairs
Idaho State University

Dear Dr. Turley-ames,

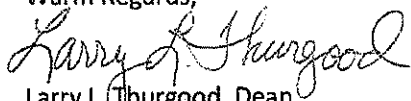
I appreciate the work being done to propose, and hopefully secure, a Ph.D program in Experimental Psychology at Idaho State University. This initiative was first brought to my attention by Dr. Christopher Lowry, who was serving as the Chair of the Department of Psychology at Brigham Young University – Idaho. He was quite enthusiastic about the benefits this program could have for some of our BYU-Idaho psychology graduates, and perhaps for some faculty members and other personnel. Since that time, Dr. Samuel Clay has assumed the chairmanship of the Psychology Department. He also feels that an Experimental Psychology program would be advantageous for BYU-Idaho students. I add my voice in support of the effort to establish this doctoral degree.

As you are fully aware, we do not have graduate programs available at BYU-Idaho, therefore, our students who desire to pursue a graduate degree must go elsewhere. A terminal degree of this nature would prepare its recipients for highly productive employment and facilitate greater educational and research opportunities. Our psychology department does an excellent job in preparing its majors for graduate school and close coordination with, and proximity to, ISU could have a positive impact on those who desire to expand these opportunities. Additionally, the Idaho National Laboratory provides employment opportunities for some of our graduates. A Ph.D program of this nature would likely attract some of them as they seek greater involvement with experience and knowledge in the human realm.

We have appreciated the academic relationship we have with Idaho State University. We look for every advantage to increase student awareness of, and encouragement to investigate and avail themselves of educational options, there, and in other locations. I believe an Experimental Psychology doctoral degree at ISU will provide such an option, and will enhance their employability, and the opportunity to contribute to society. The timing for this proposal seems advantageous.

I certainly endorse and applaud your efforts to establish this doctoral program. It bodes well for our students and will be a source of new and beneficial opportunities for many people. We support you and thank you for your efforts.

Warm Regards,



Larry L. Thurgood, Dean
College of Education and Human Development

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Notice of Intent to create a new administrative unit, Bi-State Department of Statistical Science and change existing degree name to Master of Science in Statistical Science.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 4.
a. (1) (a) and b. (1)

BACKGROUND/DISCUSSION

The departments of statistics at the University of Idaho and at Washington State University have developed a close working relationship over the past 10 years. The departments share a number of cross-listed and cooperative courses as part of their M.S. degree programs, have joint colloquium series, and closely coordinate course offerings to the benefit of students at both universities. At a time when both institutions realize the need to leverage available resources and maintain statistical science program recognition, this proposal is highly regarded by both institutions' administrators and faculty are excited for the formation of the Bi-State Department of Statistical Science which will meet the necessary critical mass of faculty and students.

The University of Idaho Statistics Department and the Washington State University Department of Statistics request merger / consolidation of the two departments into a single (Bi-State) Department of Statistical Science across the two institutions. A precedent for such consolidation is found in the (consolidated) Food Science Department that resulted from merging the corresponding units of the University of Idaho and Washington State University.

IMPACT

The consolidation of the Statistics Departments of the University of Idaho and Washington State University does not require additional resources. Current resources (FY 2010, \$667,452) will be more effectively, more efficiently, and more economically deployed. Students participating in the program will benefit from access to increased curricular breadth that results from the consolidation, increased exposure to faculty and program students from both universities, and from more coordinated professional and social activities and interactions. Program faculty will be able to increase the breadth of curricular offerings as a result of efficiencies created by the consolidation and will also have increased opportunity to collaborate on research efforts.

ATTACHMENTS

Attachment 1– Notice of Intent & Bi-State Department of
Statistical Science

Page 3

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

STAFF COMMENTS AND RECOMMENDATIONS

New administrative units are not listed on the Eight-Year Plan. The Council on Academic Affairs and Programs (CAAP), the Instruction, Research, and Student Affairs Committee (IRSA), and Board staff has reviewed the proposal and recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to create a new administrative unit, Bi-State Department of Statistical Science and change the existing degree name to Master of Science in Statistical Science.

Moved by _____ Seconded by _____ Carried Yes _____ 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 - Moscow
Name of College, School, or Division: College of Science
Name of Department(s) or Area(s): Statistics

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

A New Administrative Unit leading to: NAME: Bi-State Department of Statistical Science

DEGREE: Master of Science in Statistical Science (a change from "Master of Science in Statistics")

(Degree or Certificate)

Proposed Starting Date: Fall Semester 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
- ☒ Consolidation
- ☐ Contract Program
- ☐ Other

Scott Haul 3/2/10
College Dean (Institution) Date

MonBraun 3/6/10
VP Research & Graduate Studies Date

[Signature] 10/16/10
Chief Fiscal Officer (Institution) Date

State Administrator, SDPTE Date

Doug Baker
Chief Academic Officer (Institution) Date

Dee E. Brown 5/18/10
Chief Academic Officer, OSBE Date

Monell 4.16.10
President Date

SBOE/OSBE Approval Date

Before completing this form, refer to Board Policy Section III.G. Program Approval and Revised 8/9/06 Page 1

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 University of Idaho Statistics Department and the Washington State University Department of Statistics request merger / consolidation of the two departments into a single (Bi-State) Department of Statistical Science across the two institutions. A precedent for such consolidation is found in the (consolidated) Food Science Department that resulted from merging the corresponding units of the University of Idaho and Washington State University.

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

The Statistics Departments of the University of Idaho and Washington State University have a long history of curricular, faculty, and social cooperation. Merger of the two departments into single unit will allow for greater curricular integration and consolidation, personnel efficiencies, and will allow the resulting unit to better leverage both the combined and unique strengths of both universities. Additionally, merger of the two faculties will create greater research depth through increased collaboration in selected statistics specialty areas while retaining current breadth. It is anticipated that curricular and personnel efficiencies resulting from the merger will eventually enable creation of a unique doctoral program in Statistical Science that will strengthen the research fabric of both institutions. Consolidation will also better distribute existing statistical consulting expertise by making the combined expertise available to faculty, staff, and graduate student researchers at each university.

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

The "program" already exists in a less efficient form as two departments at two institutions in two states with each department serving their host institution. While there are no accreditation or licensing boards for the discipline, there are multiple professional societies whose standards are clear, most notably the American Statistical Association. The program provides curriculum that is representative of those found in M.S. Statistics programs. Should consolidation occur, the consolidated unit is additionally considering formation of an advisory board composed of academics, alumni, and professionals. Moreover, program faculty members routinely examine offerings of similar programs to ensure currency. The Statistics Departments of the University of Idaho and Washington State University currently assess their programs annually and if consolidation is approved then assessment will continue in a hybridized form of those currently used by the existing units. Moreover, both UI and WSU require regular comprehensive program reviews with the next scheduled one at UI being approximately 2011.

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.

Regional masters programs in Statistics can be found at the University of Idaho, Washington State University, Montana State University, Brigham Young University, Oregon State University, and the University of Washington. No rationale for duplication is required. Instead, the request by the Statistics Departments of the University of Idaho and Washington State University is a merger of existing programs for the purpose of more efficient and cost-effective deployment of current personnel, curricular and other resources. Idaho State University offers a B.S. in Statistics through its Mathematics Department and the University of Idaho offers a B.S. in Mathematics with a Statistics option. Each of these latter two programs is a potential feeder to both the current Departments of Statistics at UI and WSU as well as the proposed consolidated department.

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		
	2009-10	2008-09	2007-08	2009-10	2008-09	2007-08
BSU	None	N/A	N/A	N/A	N/A	N/A
CSI	None	N/A	N/A	N/A	N/A	N/A
CWI	None	N/A	N/A	N/A	N/A	N/A
EITC	None	N/A	N/A	N/A	N/A	N/A
ISU	None	N/A	N/A	N/A	N/A	N/A
LCSC	None	N/A	N/A	N/A	N/A	N/A
NIC	None	N/A	N/A	N/A	N/A	N/A
UI	13	11	11	8	7	5
WSU	32	28	28	15	11	17

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	N/A	N/A	N/A
CSI	Associate	Applied Statistics	Within Mathematics
CWI	N/A	N/A	N/A
EITC	N/A	N/A	N/A
ISU	BS	Statistics	Statistics: in Math Dept.
LCSC	N/A	N/A	N/A
NIC	N/A	N/A	N/A
UI	MS / BS	Applied & Mathematical Statistics	Statistical Consulting / Bioinformatics / Six Sigma
WSU	MS	Applied & Math. Statistics	

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).

Among a handful of specific focus areas of the program are statistical consulting and research as applied to agriculture and natural resources. Consolidation of the UI and WSU Departments of Statistics into a single Bi-State Department of Statistical Science will more greatly enable increased focus on these areas. Already a number of (non-statistics) graduate students at both UI and WSU enroll in a significant number and variety of applied statistics courses as part of their academic programs and this is particularly true of graduate students in such areas as natural resources, forestry, bioinformatics and computational biology, education, and economics with this demand leading to the creations several years ago of graduate certificates in statistics and in six sigma innovation & design with the first certificate being broadly popular and the second certificate program being of greater interest to engineering graduate students.

As planned, consolidation of the two departments will enhance the research competence of both statistics and non-statistics graduate students. For statistics graduate students this is primarily accomplished in two manners, with the first being requirement of a truly substantive application area as part of the degree program and the second being through Statistical Consulting – the most commonly selected route to the M.S. Statistics degree. For non-statistics graduate students this goal is also generally accomplished through two primary means with the first being enrollment in statistics graduate courses and the second being use of the Statistical Consulting Center resources of either UI or WSU. A consolidated department will also consolidate statistical consulting resources, thus making a broader array of statistical expertise available to faculty, staff, and graduate student researchers at each institution and, also, to various public agencies and private businesses.

Consolidation of the two departments will likely lead to improvements in unforeseen ways that result in part from greater communication among statistically-inclined faculty members at each institution. Across the two universities Statistics Adjunct Faculty are rostered in such units including but not limited to the College of Agriculture, College of Natural Resources, Biology, Education, Economics, Fish & Wildlife Resources, Management, Engineering, and Geography. Similarly, a number of Statistics faculty members are adjunct faculty members in such units as Business, Psychology, Bioinformatics & Computational Biology, and Neuroscience. It is anticipated that communication and collaboration among statistics and statistically-inclined faculty will be amplified by the proposed consolidation.

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

Yes ☐ No ☒

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

This is not a program addition, but rather a consolidation of the Statistics Departments of the University of Idaho and Washington State University that does not require additional resources. Instead, current resources will be more effectively, more efficiently, and more economically deployed. Students participating in the program will benefit from access to increased curricular breadth that results from the consolidation, increased exposure to faculty and program students from both universities, and from more coordinated professional and social activities and interactions. Program faculty will be able to increase the breadth of curricular offerings as a result of efficiencies created by the consolidation and will also have increased opportunity to collaborate on research efforts with program faculty from Washington State University as well as the potential for collaboration with Washington State University (non-Statistics) faculty, staff and graduate student researchers with whom they interact in the provision of statistical consulting. Researchers from both the University of Idaho and Washington State University will have access to a broader and richer array of statistical consulting capability and capacity, thus strengthening the overall research fabric of each institution. The State of Idaho and the State of Washington will benefit from improved deployment of present personnel, financial, and other resources funded in whole or in part through state appropriations.

8. Resources--Faculty/Staff/Space Needs/Capital Outlay.

NOTE: NO NEW FUNDS are required so that recorded figures are included for reference purposes only and reflect FY 2010 values as discussed in Footnote A.

Estimated Fiscal Impact	FY 2010 ^A	FY 2011	FY 2012	Total
A. Expenditures	CURRENT^A	No New	No New	No New
1. Personnel	\$660,733	No New	No New	No New
2. Operating	\$5,284	\$1000	No New	No New
3. Capital Outlay	\$1,435	\$0	\$0	\$0
4. Facilities	\$0	\$0	\$0	\$0
TOTAL:	\$667,452	\$668,452	No New	No New
B. Source of Funds	CURRENT^A			
1. Appropriated-reallocation	\$667,452	No New	No New	No New
2. Appropriated – New	\$0	\$0	\$0	\$0
3. Federal	\$0	\$0	\$0	\$0
4. Other:	\$0	\$0	\$0	\$0
TOTAL:	\$667,452	No New	No New	No New
B. Nature of Funds	CURRENT^A			
1. Recurring *	\$666,017	No New	No New	No New
2. Non-recurring **	\$1,435	\$0	\$0	\$0
TOTAL:	\$667,452	No New	No New	No New

* 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.

FOOTNOTE A: Figures reported for FY 2010 exceed actual outlay in order to reflect: (1) Fall 2010 return of a faculty member from sabbatical leave, (2) return to full-time status in the department of a faculty member from their three-year appointment as BCB Program Director, and (3) return from 0.50 to 1.00 FTE office support.

FOOTNOTE B: relevant figures for the Washington State University Statistics Department indicate:

- 1.09 FTE Staff
- 7.125 FTE Faculty that will be reduced to 6.625 FTE Faculty for AY 2010-2011
- Total FY 2010 Salaries are \$616,838
- Total FY 2010 Operating Budget is: \$5,320
- One Teaching Assistant is on Permanent Funding at \$16,632
- Six Additional Teaching Assistants as "High Enrollment" allocations at 6 * \$13,500 = \$81,000

Frequently Asked Questions:

Consolidating the Statistics Departments of the University of Idaho and Washington State University
to form a

Bi-State Department of Statistical Science

February 26, 2010

The Departments of Statistics at the University of Idaho and Washington State University propose consolidation to form a single “Bi-State Department of Statistical Science”.

Although most benefits of consolidation will not be immediate, ultimately this effort – which is directed primarily at the graduate level – will create course and human capital efficiencies allowing both institutions and the students of each program to be better and more comprehensively served.

How will students be impacted by this change?

- This change provides seamless access to a more diverse graduate statistics curriculum across two institutions with the additional expectation that curricular integration and consolidation will gradually lead to redeployment of instructional resources resulting in new course offerings.
- Students will have increased access through both course and research participation to a broader array of faculty members that collectively provide both greater depth and breadth in key areas of statistics.
- Students will have access to more and more diverse statistical consulting experiences owing to consolidated statistical consulting efforts resulting from the formation of a single department across two universities.
- Students will have access to enhanced networking through increased seminar coordination and through alumni networks.
- It is anticipated that graduate students may experience some increase in movement across the two campuses but that coordinated scheduling and use of video-conferencing facilities will mitigate the effect.

Is accreditation impacted?

- Statistics is not subject to specific accreditation guidelines.

How will faculty be impacted by this change?

- Faculty members will likely see greater opportunities to enrich classes, including team teaching, segments taught by faculty from each institution, and students with collectively broader background in the classroom.
- Statistics faculty at UI and WSU will have increased opportunity to work with one another across institutional lines.

- Statistics faculty at each of UI and WSU should also experience increased opportunity to work with faculty and graduate student researchers outside Statistics from the other university in their research and outreach activities as a result of integrated statistical consulting efforts.
- While all details are not sufficiently resolved at this time, every effort will be made to insure that issues of faculty governance such as university representation and tenure and promotion will retain strengths that are inherent to our current system while exploring new opportunities that emerge from consolidation. One key enabler of this will be adoption of a joint set of by-laws that explicitly address these and other issues.
- Faculty will maintain control of curricula and instruction with increased integration of graduate curricula to occur subsequent to consolidation of the two departments. It is anticipated that lower-division undergraduate courses will be unaffected, but that some efficiencies may be gained at the 400-level.
- Faculty will continue to be represented on college and university committees and participate in other faculty opportunities. It is possible that some representation at the sister institution may ensue.

What has been done and what are the next steps?

- We are currently going through a fast track process in order to meet the deadline for the April agenda of the State Board of Education (SBOE).
- We have submitted a Notice of Intent – or NOI – to Provost Doug Baker so that he can begin the SBOE application process. It now will be processed through the normal faculty governance process. These are parallel processes in which the revisions resulting from the faculty governance process will be incorporated into the NOI submitted to Provost Baker.
- The NOI is not finalized until faculty comments have been incorporated, University Curriculum Committee and Faculty Senate have acted, and the SBOE/Board of Regents has approved it.
- The process also includes review and the feedback from the University community and the public.
- The NOI is the document that will eventually be approved by the SBOE to formalize the change. Here is the process:
 - University of Idaho and Washington State University Statistics Department faculty members met during early Fall Semester 2009 to evaluate the costs and benefits of consolidating the two departments into a single one. This idea was presented to the Dean of Science and Provost at each of UI and WSU for initial reactions, which were in all cases sufficiently encouraging. Adjunct / Affiliate faculty members at both institutions were invited to participate in the process.
 - University of Idaho and Washington State University Statistics Department Heads collaborated over the span from September 2009 – January 2010 to draft a merger proposal that was then revised and amended by a subcommittee composed of faculty members from each department.
 - The revised and amended merger proposal was then considered at a joint meeting of the faculty of the two departments held in early February 2010 wherein final revisions

- to the proposal were made and unanimously accepted. Adjunct / Affiliate faculty members at both institutions were invited to participate throughout the process.
- The merger proposal was submitted to the Dean of Science and the Provost of each University and the formal NOI document prepared, as informed by the merger proposal.
- The NOI has been approved by the College of Science Curriculum Committee at UI and will be submitted to the University Curriculum Committee and Faculty Senate for approval.
- It will be acted on by the SBOE/Board of Regents at the April meeting.
- Parallel processes on a similar schedule are advancing at Washington State University.
- Implementation of the consolidation:
 - Spring 2010
 - Move NOI through faculty governance and SBOE process.
 - Notify university community, students, constituents, etc.
 - Further refine implementation plan outlined in merger proposal.
 - Summer 2010
 - Prepare draft by-laws revisions for faculty governance process in fall.
 - Fall 2010
 - Faculty consideration and adoption of by-laws.
 - If required, revised by-laws to UCC and Faculty Senate.
 - Initial faculty discussion about opportunities for graduate curricular integration and innovation.
 - Coordinated course scheduling efforts.
 - Increased inter-institutional activities to reinforce single department identity.
 - Development of promotional materials and website.
 - Spring 2011
 - Continued dialogue about curricular opportunities.
 - Assess progress on faculty governance and make needed revisions.

What are some of the future changes the department will face?

- Recent prior assessment by the two departments over a two-year span indicated sufficient demand to merit an innovative new doctoral program in Statistical Science that will require a substantive application area wherein both the field of application and the field of statistics are enriched. It is anticipated that a proposal for a new Bi-State Ph.D. Program in Statistical Science will be submitted by 2013.
- Increased coordination and integration across the Statistics curricula will enable better use of instructional resources that will in turn provide opportunity to develop and introduce courses to support a Ph.D. program.
- At both institutions efforts are underway to better collect and coordinate statistics faculty resources through – where possible and desirable – joint appointment or adjunct/affiliate status of current faculty members.
- New faculty additions are anticipated over the next handful of years.

- **Examples that have already been discussed by the faculty of the UI and WSU Statistics Faculty:**
 - Delineation of what a Ph.D. program in Statistical Science should entail, course development needs, and identification of substantive application areas that leverage the institutional strengths of both UI and WSU. Ultimately the number of application areas emphasized will be limited to provide research focus, but ones specifically discussed have included but are not limited to: natural resources and environmetrics; econometrics; stimulation and enhancement of quality, productivity and innovation; and medical and health statistics.
 - A proposal for a unified “Inland Northwest Center for Quantitative Research and Analysis” is under consideration at both UI and WSU. This proposal was developed during Fall Semester 2009 by a committee composed jointly of UI Statistics faculty members and WSU Statistics and Mathematics faculty members. The INCQRA would primarily provide statistical consulting and would integrate the consulting resources of the (as currently constituted) UI and WSU Statistics Departments. This proposal was developed predicated on the consolidation of the two departments into a single Bi-State Department of Statistical Science.
 - Comprehensive assessment of upper division and graduate course content to minimize duplication and to reduce the current number of combined courses in a way that would enable development of new courses such that the eventual total number of courses remains at essentially the current level.
 - At the University of Idaho one faculty member that is presently 1.0 FTE in a single department will be 0.75 FTE in that department and 0.25 FTE in Statistics beginning FY 2011. Multiple similar discussions are underway at both UI and WSU as is the process of formalizing adjunct / affiliate faculty status.
 - A faculty search will be initiated during Spring Semester 2010 wherein a new faculty member will be recruited to the Statistics Department at UI and will be supported through cooperation with INL to provide funding for the position from a combination of federal grants and INL support.

Why make a change now?

- Higher education needs to respond to dramatic changes in funding, in society, in the rate of change in the world, and in the professional arenas our students will face when they graduate.
- Reduced state funding requires us to develop more efficient management structures, better deploy human capital, and make better use of present revenue streams while developing new ones.

Why consolidate the UI and WSU Statistics Departments: How does a single Bi-State Department of Statistical Science improve the *status quo*?

- This configuration best enables formal sharing of resources while reducing curricular and management structure redundancies.

- A single Bi-State Department of Statistical Science minimizes institutional barriers to cooperation and collaboration and provides better statistical consulting to faculty and graduate student researchers and better and a stronger and more diverse curriculum to program graduate students.
- At the same time, as currently configured, both departments have large undergraduate instructional service obligations. A single Bi-State Department of Statistical Science neither changes these obligations nor affects how these will be fulfilled. Undergraduate instruction is essentially unaffected by this configuration.

How were current students and alumni involved?

- Current Statistics students have been queried and are themselves in the process of conducting an alumni survey. Early indications are strong support for forming a single Bi-State Department of Statistical Science.

Is there concern about a culture clash?

The UI and WSU Statistics Departments have a decades long history of cooperation that includes curricular considerations, statistics seminar offerings, and social interaction. Critical considerations such as promotion and tenure have been historically been addressed in highly consistent ways and the general expectations of faculty members in the two departments has been similar. There are important distinctions including differences in standard teaching loads and graduate assistant compensation that will need to be addressed, but these are issues already under discussion in the event that a single Bi-State Department of Statistical Science is formed.

What is the financial impact?

- A single Bi-State Department of Statistical Science will ultimately reduce redundancies in management that, in turn, reduce some of the administrative workload in the college. It is expected that this will take some time to develop as working across two institutions introduces initial nuances that must be addressed before moving to a single Department Head structure.
- We're also looking at creative revenue sources, as are both the University of Idaho and Washington State University. We should have more information about those ideas in coming months, but one promising possibility is the aforementioned Inland Northwest Center for Quantitative Research and Analysis, a statistical consulting resource to both internal and external clients.

Have a question not answered? E-mail us at redgeman@uidaho.edu

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Notice of Intent to restructure the College of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III. G.
4. b. (1)

BACKGROUND/DISCUSSION

The College of Education is currently configured in four units (departments). The desire of the college is to reduce the overall number of departments to three. The department of Adult, Career and Technology Education (ACTE) will be discontinued. The two programs in ACTE (1) The Professional-Technical and Technology Education (PTTE) program is moving to the Department of Curriculum and Instruction (C&I) and (2) the Adult and Organizational Learning and Leadership (AOLL) program will move to the Department of Counseling and School Psychology, Educational Leadership (CASPEL). The three remaining units (C&I, CASPEL, and Health, Physical Education, Recreation and Dance, HPERD) will have the following focus areas respectively: teaching and learning, educational and organizational leadership, health and wellness. Unique unit names have not been determined and are in process. Additionally, the NOI requests changing the department name of CASPEL to Leadership and Counseling.

IMPACT

Reducing the number of departments in the college will position programs into thematic areas which will align programs with similar strengths and opportunities for future growth and development. Due to the state reductions in support it is necessary to capture savings from reduced administrative salaries and realignment of staff.

ATTACHMENTS

Attachment 1– Notice of Intent

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Consolidation of an instructional unit would not be listed on the Eight-Year Plan; however, the request is being forwarded to the Board for consideration due to the fiscal impact of the request, which exceeds the required threshold permitted for Executive Director approval. Staff notes that the University of Idaho will also be making some specific curricular changes noted in the NOI, which will need to go through the regular program review and approval process per Board Policy III.G.

The Council on Academic Affairs and Programs (CAAP), the Instruction, Research and Student Affairs Committee (IRSA), and Board staff has reviewed

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

the proposal and recommends approval of the request from the University of Idaho to reorganize their College of Education with the understanding that specific program changes, as appropriate, will be forwarded to the Board office through a Notice of Intent as required in Policy III.G.

BOARD ACTION

A motion to approve the request by the University of Idaho to restructure the College of Education from four academic units into three academic units.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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 Education
Name of Department(s) or Area(s): _____

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

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

The restructuring of the College of Education
(Degree or Certificate)

Proposed Starting Date: Fall 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/consolidation
- ☐ Contract Program
- ☐ Other

[Signature] 2/22/10
College Dean (Institution) Date

[Signature] _____
Chief Fiscal Officer (Institution) Date

[Signature] 4.16.10
Chief Academic Officer (Institution) Date

[Signature] _____
President Date

VP Research & Graduate Studies _____ Date

State Administrator, SDPTE _____ Date

[Signature] 5/12/10
Chief Academic Officer, OSBE Date

SBOE/OSBE Approval _____ Date

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

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

The College of Education is currently configured in 4 units (departments). The desire of the college is to reduce the overall number of departments to three. The department of Adult, Career and Technology Education (ACTE) will be discontinued. The Professional-Technical and Technology Education (PTTE) program is moving to the Department of Curriculum and Instruction (C&I) and the Adult and Organizational Learning and Leadership (AOLL) program will move to the Department of Counseling and School Psychology, Educational Leadership (CASPEL).

The three remaining units will have the following focus areas: educational and organizational leadership, teaching and learning, health and wellness. Unique unit names have not been determined and are in process.

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.).

By reducing the number of departments the college will be positioning programs into thematic areas which will align programs with similar strengths and opportunities for future growth and development. By moving the PTTE program into the C&I department economies will be realized with respect to course offerings in secondary teacher preparation. Due to the state reductions in support it is also necessary to reduce the number of departments the college has to capture savings from reduced administrative salaries and realignment of staff.

Restructuring the AOLL program into the department of CASPEL will allow for economies of scale with respect to leadership courses and will offer the opportunity to blend adult education with educational leadership and counseling. AOLL is the largest doctoral program on campus and the integration of faculties will allow more flexibility for students to build committees and spread the advising load more equitably across faculty. All current graduate programs will be retained and with the integration of AOLL a stronger faculty and focus on higher education leadership will be possible.

The reorganization will require the following adjustments to programs and departments which will be reflected in the UI catalog.

- ACTE, as a department, will be discontinued.
 - The current PTTE program will be moved to the department of curriculum and instruction.
 - The PTTE program title/prefix has been changed to CTE (Career and Technical Education), effective summer 2010.
 - The current ADOL program will be moved to the CASPEL department (see name change below).
 - The ADOL program title/prefix has been changed to AOLL (Adult, Organizational Learning and Leadership), effective summer 2010.
 - As a result of the integration of the AOLL program into the CASPEL department the CASPEL department will change its name to "Leadership and Counseling".

Specific curricular changes:

- 1.) Change the major in Professional-Technical and Technology Education (B.S.Ed.) to Career and Technical Education.
 - a. Change the name of option b. from Professional-Technical Education to Occupational Education.
 - b. Change the name of option c. from Technology Education to Engineering & Technology Education.
- 2.) Discontinue the major in Professional-Technical and Technology Education (M.Ed.). There are 16 students in this degree currently – they will be able to finish the degree as the courses required will be retained under the C & I department. New students who need this degree will not be impacted for employment or advancement due to the recognized CTE emphasis area under the C&I M.Ed.
- 3.) Create an emphasis area under the major of Curriculum and Instruction (M.Ed.) called Career and Technical Education.

- 4.) Drop the degree Education Specialist in Professional-Technical Education (Ed.S.P-T.Ed.) and its associated major of Professional-Technical and Technology Education. There are currently 5 (2 in the current term) students enrolled in this major, however it is to be retained as the Idaho Professional/Technical Leadership Academy uses this degree for leadership development. The unique courses will be retained under the department of curriculum and instruction.
- 5.) Create the degree Education Specialist (Ed.S.)
- 6.) Create the major of Curriculum and Instruction (Ed.S.)
 - a. Create an emphasis area called Career and Technical Education. See attached program of study.
- 7.) Change the name of teaching minor in Technology Education (NOI pending approval from the SBOE) to Engineering and Technology Education.
- 8.) Move the following academic certificates:
 - a. Certificate = Adult Basic Education/GED Instructor – Should move with the AOLL program to CASPEL.
 - b. Certificate = Human Resource Development -- Should move with the AOLL program to CASPEL.
 - c. Certificate = Technical Workforce Training – Should move with the CTE program to C&I.

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

Accreditation will not be threatened. By moving the PTTE program into the department of C&I, accreditation efforts across two units will be streamlined to one unit. The technological expertise which PTTE will bring the C&I unit will enhance and strengthen both the faculty capacity and position the unit to meet the changing technological requirements for preparing teachers. The ADOL program moving to CASPEL will increase the capacity of the department to meet the adult and higher education need of the state.

U of I has been awarded a grant to integrate both general education and professional / technical education for the last 5 years. The grant was focused on brining general education teachers and PTE teachers together in an effort to integrate content for improved student learning and retention

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.

No other institutions have a similar departmental structure. Other institutions have similar programs but aligned appropriately for their institution. No other institutions offer a degree area in Professional Technical Education. No other institutions offer a degree in Adult and Organizational Learning.

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

Institution	Relevant Enrollment Data	Number of Graduates

	Current	Previous Year	Previous Year	Current	Previous Year	Previous Year
BSU						
CSI						
CWI						
EITC						
ISU						
LCSC						
NIC						
UI						

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU	UG	Secondary Education	
CSI			
CWI			
EITC			
ISU	UG	Secondary Education	
LCSC	UG	Secondary Education	
NIC			
UI			

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

The University of Idaho has maintained a College of Education since 1920, the college programs are core to the mission of the university. The proposed changes strengthen the focus of the secondary education preparation program and provide additional opportunities for students seeking a graduate program in the leadership area.

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.

By reducing the number of departments the college will be positioning programs into thematic areas which will align programs with similar strengths and opportunities for future growth and development. Due to the state reductions in support it is also necessary to reduce the number of departments the college has to capture savings from reduced administrative salaries and realignment of staff.

8. Resources--Faculty/Staff/Space Needs/Capital Outlay. (Use additional sheets if necessary.):
 The amounts below only represent the administrative costs – faculty costs are fixed and will not change
 respective to the department restructuring exercise.

Estimated Fiscal Impact	FY 10	FY 11	FY 12	Total
A. Expenditures				
1. Personnel	389,272	301,454	301,454	992,180
2. Operating				
3. Capital Outlay				
4. Facilities				
TOTAL:				
B. Source of Funds				
1. Appropriated-reallocation	389,272	301,454	301,454	992,180
2. Appropriated – New				
3. Federal				
4. Other:				
TOTAL:				
B. Nature of Funds				
1. Recurring *				
2. Non-recurring **				
TOTAL:	389,272	301,454	301,454	992,180

* 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.

Curricular Requirements for Emphasis Areas in Career and Technical Education:

Degree: **Master of Education (M.Ed.)**
 Major: **Curriculum & Instruction**
 Emphasis: **Career & Technical Education**

Emphasis Area: (minimum of 12 credits, required for emphasis)**Career and Technical Education (CTE)**

CTE 430 Leadership and Student Organizations (2cr)
 CTE 431 Supervising CTE Student Organizations (1cr)
 CTE 464 Career Guidance & Transitioning to Work (3cr)
 CTE 551 Principles and Philosophy of CTE (3cr)

One of the following (3cr)

AOLL 573 Adult Learners: Foundations and Characteristics (3cr)
 AOLL 574 Adult and Transformational Learning (3cr)
 AOLL 575 Strategies for Facilitating Adult Learning (3cr)

Note: There are additional requirements for obtaining a CTE teaching credential at the secondary and post-secondary levels in the state of Idaho. See a CTE advisor for details.

Degree: **Education Specialist (Ed.S.)**
 Major: **Curriculum & Instruction**
 Emphasis: **Career & Technical Education**

Emphasis Area: (minimum of 24 credits, required for emphasis)**Career and Technical Education (CTE)**

CTE 430 Leadership and Student Organizations (2cr)
 CTE 431 Supervising CTE Student Organizations (1cr)
 CTE 464 Career Guidance & Transitioning to Work (3cr)
 CTE 551 Principles and Philosophy of CTE (3cr)

One of the following (3cr)

AOLL 573 Adult Learners: Foundations and Characteristics (3cr)
 AOLL 574 Adult and Transformational Learning (3cr)
 AOLL 575 Strategies for Facilitating Adult Learning (3cr)

CTE Electives to total 24 credits in the emphasis.

Note: There are additional requirements for obtaining a CTE teaching credential at the secondary and post-secondary levels in the state of Idaho. See a CTE advisor for details.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

UNIVERSITY OF IDAHO

SUBJECT

Approval of Notice of Intent and Full Proposal to create a new Professional Science Master's in Natural Resources and Environmental Science

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III. G. 5. a. 2. and 4.

BACKGROUND/DISCUSSION

The University of Idaho is proposing to create a new Professional Science Master's degree program (PSM) in Natural Resources and Environmental Science. The PSM is a designation that leads to professional standing as recognized by the Council of Graduate Schools. No such programs meeting the PSM designation presently exist within the state of Idaho. This degree creates an executive workforce with experience in real world problem solving, project development, financial and organizational management and effective scientific communication (which are not addressed in the traditional master's program) as underscored by employers in the public and private sectors. The degree will include nine interdisciplinary specialty tracks that will serve the job market in Idaho and the nation. Additionally, four transferable skills courses will provide training in professional aspects of applied science. Internships and research experiences will be tailored to individual student needs. The science tracks are each focused on a different issue in natural resources and environmental sciences.

IMPACT

The University of Idaho successfully competed in a field of well over 200 applications for about 20 National Science Foundation (NSF) awards. The \$691,716 in grant funds from the NSF will fully support a total of 22 students on a competitive basis during the first 3 years of the PSM (6, 11, and 5 during each year, respectively). This support will be returned to the University in fees and tuition. Students not supported by NSF funding will be required to pay full fees or tuition and fees according to their residency status. The University should see net revenue income after the first year.

ATTACHMENTS

Attachment 2 – Full Proposal

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This is a new degree program that leads to professional standing as recognized by the Council of Graduate Schools, and no such programs meeting the PSM designation presently exist within the State of Idaho. This program does not

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

duplicate, or overlap other Master of Science degrees in Idaho, and is appropriate within the University of Idaho's mission.

The University of Idaho's request to create a new Professional Science Master's degree in Natural Resource and Environmental Sciences is part of the update to their Eight-Year Regional Plan for Delivery of Academic programs in the Northern Region, which is slated for the August Board meeting. The Council on Academic Affairs and Programs has reviewed the proposal and recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to create a new Professional Science Masters degree program in Natural Resources and Environmental Science.

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**

Submitted by:

UNIVERSITY OF IDAHO

Institution Submitting Proposal

College of Graduate Studies

Natural Resources, Waters of the West,
Environmental Science

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:

Professional Science Master's degree (PSM)
in Natural Resources and Environmental Science

Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

Fall 2010

Proposed Starting Date

This proposal has been approved by:



Chief Fiscal Officer (Institution)

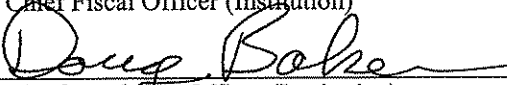


Date



SBOE/OSBE Approval

Date



Chief Academic Officer (Institution)

Date



President



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?

There is an imperative in higher education to provide a technically educated, professional workforce for a national job market that is increasingly dominated by environmental issues related to concepts of sustainability. Policy makers across the country have emphasized the dual goals of economic growth and environmental sustainability. Between 1998 and 2007, jobs in the emerging green economy grew at a faster rate than jobs overall (9.1% vs. 3.7%), and recent research by the Pew Foundation shows that jobs in this sector are poised for even more dramatic growth. Idaho is one of 5 states where such jobs more than doubled during this time; green jobs in Idaho have an annual growth rate of 10.1%. These trends are underscored by the need of employers in the public and private sectors for an executive workforce with experience in real world problem solving and in project development, management, and finance. This is a request to develop a Professional Science Master's (PSM) program at the University of Idaho in natural resources and environmental science to meet the growing demand for an effective executive workforce in these areas.

The degree will include nine interdisciplinary specialty tracks and will emphasize translational science that will serve the job market in Idaho and the Northwest in the context of the emerging field of sustainability science. Borrowing from an educational trend in the health sciences, **we define translational science training as** a combination of curricula, research, and internship experiences specifically designed to transfer to students all aspects of relevant scientific information for a field, including theory, interpretation, and application. As part of this approach, each student will complete an internship through cooperation with a nonprofit, industry or business partner agency. Students will also participate in a research experience in the research programs of faculty affiliated with the key programs of the specialty tracks. **We define sustainability science as** science which includes the study of interactions between natural and social systems, and which also examines how these interactions determine societies' abilities to meet the needs of present and future generations. Thus, our vision for the PSM is to develop a professional workforce in natural resources and environmental science with an understanding of interdisciplinary sustainability science and the ability to communicate and work with others to apply this understanding to specific science-based problems faced by society.

The nine interdisciplinary science tracks are each focused on a different issue in natural resources and environmental science. These include Grassland and Shrubland Ecosystem Science, Wildland Fire Ecology and Management, Water Resources Management, Environmental Contamination, Sustainability Science, Climate Change Science, Restoration Ecology, Management of Regulated River Systems, and Ecohydrology Science and Management. All necessary science curricula are already in place as part of existing degree programs. Prior to matriculating the first students, we will have developed the necessary Transferable Skills courses to be used as a common core amongst all tracks. Internships and research experiences will be tailored to individual student needs.

A cluster of four Transferable Skills courses will be the core curriculum for all PSM tracks. The Transferable Skills courses are designed to address the specific needs of a professional science workforce that are not addressed in our traditional masters programs. As emphasized in reports from employers in a variety of science fields, these needs include training in the following areas: (1) financial and organizational management of scientific projects; (2) ethical reasoning in scientific research and practice; and (3) effective scientific communication, including scientific writing, intra-organizational communications and public speaking on scientific issues.

The PSM will be created as a single degree for the development of specialty tracks within natural resources and environmental science for two reasons. (1) The Transferable Skills courses and the emphasis on translational science will define the unique character of the degree regardless of specialty track. (2) Strong curricula for these tracks already exist at the University of Idaho, as evidenced by existing graduate degree programs in the various Colleges.

The four goals of the University of Idaho PSM degree program are:

Goal 1: Contributing to the National and Regional Workforce. We will provide a professional workforce for the environmental and natural resource science job market beginning in 2012, with the first students entering the PSM

program in fall 2010. We will work closely with businesses, industries, and agencies to continually assess the appropriate foci for the PSM program.

Goal 2: Producing a Workforce Equipped for the Scientific Challenges of the 21st Century. Our unique emphasis on sustainability science and translational science will help to prepare graduates of our PSM program to contribute immediately to the complex and challenging fields in which they will be employed. Much of the existing curriculum incorporates elements of sustainability science, and we will further develop this capacity through our existing intramural funding program, Greening the Curriculum. Each curricular track will be designed to reflect the training power of translational science. Students will not be trained solely in narrowly defined theoretical aspects or purely applied aspects of their chosen track; rather, students will receive training and education in a manner which will integrate the theoretical, professional, and applied aspects of their chosen field. Internships and research experiences will be selected and designed to complement this holistic, translational approach to science education.

Goal 3: Producing Science-Ambassadors Trained in Ethics and Effective Communication. The graduates of the PSM program at UI will be prepared to serve the scientific, professional, and broader communities through their training and educational background. In addition to the requisite management skills that will be part of the Transferable Skills courses, our program will place special emphasis on the development of written and verbal communication, including refining the students' abilities to communicate with the broader public. Developing an understanding of ethics and the cultural context where science and society intersect will be an integral part of all initial and future PSM tracks.

Goal 4: Producing Native Professional Scientists. While seeking students from all ethnic groups in Idaho, the University of Idaho will specifically recruit Native students for the PSM in order to meet the economic demand for Natives trained in science. UI has several programs that support Native students, and it is appropriate that we lead the way in training Native PSM students who can provide necessary scientific expertise to manage resources on tribal lands.

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.
 - a. As soon as the program is in place we will meet the standards to apply for membership in the National Professional Science Masters Association. Although this is the national professional organization for this type of degree, this group has elected not to develop licensing or credentialing standard because of the diverse array of PSM programs in existence and under development.
 - b. The University of Idaho PSM will be eligible for certification by the Council of Graduate Schools. We anticipate that approval will be forthcoming in Fall 2010 after the essential elements of the program are in place. This will permit the program to use the PSM logo for recruitment, which indicates our compliance with the national standards for the PSM. These national standards mandate that the degree program include: (i) an internship; (ii) as set of courses that provide added professional skills to the standard science training curriculum; (iii) total credits equivalent to a standard master's degree; (iv) a majority of the coursework in graduate-level science or mathematics courses; and (v) an employer based advisory board.
 - c. Students admitted to the PSM program must have a B.S. in biological, environmental, or natural resource sciences, or fields closely related to these sciences from an accredited university or college. Also appropriate are undergraduate degrees in Civil Engineering and Biological and Agricultural Engineering, depending on the interest area identified by the student. Closely related fields include botany, ecology, wildlife, fisheries, forestry, range science, and environmental sciences.
 - d. The PSM program will be advised by an external advisory board whose membership represents the agencies, industries, businesses, and non-governmental organizations that will employ our graduates. Feedback from these groups will be used to refine the PSM program.
 - e. Coursework in the PSM will be a unique mix of theory and applied science that is drawn from degree programs that are presently accredited and considered an integral part of the University.

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.

Program Components – 32 credits

Transferable skills courses – 12 credits
 Science track courses – 12 credits
 Elective science skills course – 3 credits
 Internship – 3 credits
 Research experience and seminar - 2 credits

The program will be completed in three semesters and a summer session, requiring no more than 18 calendar months to accrue 32 credits. The Transferable Skills courses and science curricula are described below. Internships will typically be conducted during the summer following the second (spring) semester. Internships must span a minimum of 6 weeks but may not exceed 10 weeks in duration. The research experience will be acquired through participation in faculty labs during the third and final (winter) semester. The number of 500-level courses necessary must meet the College of Graduate Studies (COGS) requirements. Additional COGS requirements relative to courses at lower levels apply.

Program administration. Program administration will be shared between COGS and the units allied with environmental and natural resource sciences tracks listed below. COGS will have ultimate responsibility for overall program administration, including administration of matriculation, admission requirements, and tracking of student credits through the program. The College of Natural Resources, Environmental Science, and Waters of the West (i.e., Water Resources) will be responsible for advising students within their respective tracks, creation and maintenance of relationships with internship sponsors, and creation of the research experience. COGS will designate admission requirements for the various tracks in consultation with the College of Natural Resources, Environmental Science, and Waters of the West. A PSM program coordinator working through COGS will work with the three overseeing units to facilitate internships, research experiences, and tracking of students.

Transferable Skills Courses (12 credits; 500 level)

The Transferable Skills (TS) courses, common to all PSM tracks, will be designed to address the specific needs of a professional science workforce that are often not addressed in a traditional master's program. As emphasized in reports from employers in the environmental and natural resource fields, these needs include training in financial and organizational management of projects, in scientific writing, and in speaking to the broader public about scientific issues (National Professional Science Masters Association, 2009). Fulltime students who are resident at the Moscow, ID campus will be expected to enroll in the classroom version of these courses, while online delivery will enable participation by students in remote locations. We expect online delivery of the TS courses to be implemented during the second year of operation after the classroom versions have been developed. Student fees will be used to defray the cost of distance delivery, while the in-class courses are staffed with faculty lines provided by the Provost (1 FTE for the 4 transferable skills course). The TS courses presently do not exist at the University of Idaho, and institutional resources will be dedicated to their development during spring and summer 2010. The TS courses will be listed as 500-level or 400-level courses as determined by the hosting college, which are the College of Business and Economics and the College of Letters, Arts and Social Sciences. The Transferable Skills courses are:

Business Principles for Scientists I: Managing Scientific Projects (3 credits, College of Business and Economics). Modules in the first of two courses in management will engage students in the application of business principles needed to manage scientific projects in both the private and public sector with emphasis on accounting, financial, and scheduling concepts. Course topics include revenue and cost analysis, analysis of financial return, budgeting, project scheduling and capacity planning, risk management, and project control. Modules in each of the management courses will be interdependent and should be taken in sequence.

Business Principles for Scientists II: Strategic Management of Scientific Innovation (3 credits, College of Business and Economics). Modules in the second course in management will include the study

of business principles needed to manage scientific innovation in both the private and public sectors with emphasis on business strategy, organizational leadership, and marketing. Students will engage in active-learning exercises on developing systems and processes that support innovation, managing technical teams, managing organizational change, protecting intellectual property, the commercialization of scientific innovation, and the incorporation of environmental sustainability into organizational strategy and processes.

Communication and Science Writing for Science Professionals (3 credits, College of Letters Arts and Social Sciences). This course will provide students with the opportunity to develop vital professional skills in oral and written communication while preparing them to communicate clearly about science, policy, and technology issues with diverse and geographically-dispersed audiences. Content will highlight current research in mass media, science communication, and organizational communication to include strategic message development; persuasion, public opinion, and public policy; innovation and decision making; crisis communication and conflict management; emerging communication technologies; and inter-organizational and cross-disciplinary communication.

Ethical Practice in Environmental and Natural Resource Sciences (3 credits, College of Letters Arts and Social Sciences). This course will emphasize ethical dimensions of environmental and natural resource science in the context of globalization, global change, and climate change. The course will build on the communications skill set of the science communication TS course by including a module on the role of science in society. Students will be asked to critically evaluate the ethical dimensions of common scientific practice and issues.

Science Emphasis Areas (12 credits each; 400 and 500 level)

The PSM will be administratively housed within the College of Graduate Studies, while the College of Natural Resources, the Environmental Science Program, and programs in Water Resources will be responsible for the content, research experience, and internships for specific tracks. These multiple tracks are not intended to be degree programs; they are emphasis areas that allow the PSM students to tailor their education to their career goals. Students will choose a track as an emphasis area, and their faculty advisors will review the student's program of study to ensure that it reflects the goals of the PSM with respect to sustainability science and translational curriculum.

Elective Science Skills Course (3 credits). Students within each of the nine tracks will be required to take an elective 3-credit course that covers the scientific tools specific to their chosen track. The student's advisor and their sponsoring program, including the Environmental Science, the College of Natural Resources, the College of Engineering, and Waters of the West, will determine the appropriate skills course(s) for the student. Possible courses are found throughout the University's curriculum and may include courses in statistics, research methods specific to the chosen track, or a directed study with an advisor (e.g., the research experience described below may be expanded through a 500-level directed-study course to accommodate a customized set of skills).

I. College of Natural Resources. The College of Natural Resources is a nationally ranked research college that includes nationally and internationally renowned scholars in programs including forest resources, fisheries and wildlife, rangeland ecology and management, forest products, and conservation social sciences as well as interdisciplinary programs in wildland fire ecology and management and ecology and conservation biology. The College offers BS, MS, MNR, and PhD degrees. Academic programs within College of Natural Resources are based on science, integrated with research, and aimed at preparing well-educated professionals for careers in natural resource management. The College of Natural Resources is situated in the midst of federal, state, tribal, and privately held lands and offers many opportunities to combine hands-on fieldwork, internships, and research with academic programs.

A. Grassland and Shrubland Ecosystem Science. This track expands the existing non-thesis MS program in Rangeland Ecology and Management and will train students for employment in fields related to this program. Likely employers include industries associated with agroecosystems and livestock husbandry. Study in this track includes coursework that enhances both the scientific knowledge and applied skills of the PSM student. Students will be required to register for courses that focus on rangeland ecology, integrated range management, and soil development and classification. These students will be able to specialize through electives in landscape ecology, rangeland plant identification, or fire ecology related to rangeland. The translational approach will include experiences in both ecology and applied management of rangelands.

Grassland and Shrubland Ecosystem Science Curriculum

REM 452 Western Wildland Landscapes (1 cr.)
 FOR 429 Landscape Ecology (3 cr.)
 REM 456 Integrated Rangeland Management (3 cr.)
 REM 459 Rangeland Ecology (2 cr.)
 REM 460 Rangeland Ecology: Current Topics and Field Studies (1 cr.)
 REM 507 Landscape and Habitat Dynamics (3 cr.)
 REM 527 Landscape Ecology of Forests and Rangelands (2-3 cr.)
 REM 551 Rangeland Vegetation Ecology (3 cr.)
 REM 560 Plant Ecophysiology (3 cr.)
 CSS 572 Human Dimensions of Restoration Ecology (3 cr.)

B. Wildland Fire Ecology and Management. This track expands an existing certificate program in Wildland Fire Ecology and Management. It is intended to meet a growing demand for professional wildfire managers in the U.S. West (National Wildfire Coordinating Group 2009). Curricular elements in this track include courses in wildland fire ecology and management, fuels inventory and mapping, combustion, fire behavior and fuels management, prescribed burning lab, GIS applications in natural resources, remote sensing of the environment, wildland restoration ecology, and global environmental change. PSM students in this track will follow a translational curriculum that begins with the science of fire and extends through multiple aspects of fire management.

Wildland Fire Ecology and Management Curriculum

FOR 450 Combustion, Fire Behavior and Fuels (3 cr.)
 FOR 451 Fuels Inventory and Management (3 cr.)
 FOR 487 Fire Effects and Landscape Ecology (3 cr.)
 FOR 486 Fuels, Fuels Management and Fire Science (3 cr.)
 FOR 488 Fire and Land Management (3 cr.)
 FOR 526 Fire Ecology (3 cr.)
 FOR 530 Fire Regime Condition Class (1 cr.)
 FOR 527 Landscape Ecology of Forests and Rangelands (2-3 cr.)
 CSS 572 Human Dimensions of Restoration Ecology (3 cr.)
 CSS 573 Planning and Decision Making for Watershed Management (3 cr.)

C. Restoration Ecology. Professionals trained in this PSM track will be prepared to work for consulting firms and agencies specializing in habitat remediation and restoration. Coursework in this track significantly expands on an existing certificate program offered by the College of Natural Resources and includes wetland restoration, landscape ecology, ecology of forests and rangelands, wildland restoration ecology, landscape and habitat dynamics, soil and environmental physics, fire ecology, and advanced soil chemistry. Students will be expected to participate in a practicum in restoration ecology as part of their research experience.

Restoration Ecology Curriculum

FISH 540 Wetland Restoration (3 cr.)
 FOR 429 Landscape Ecology (3 cr.)
 FOR 527 Landscape Ecology of Forests & Rangelands (2-3 cr.)
 LARCH 480 The Emerging Landscape (3 cr.)
 REM 440 Wildland Restoration Ecology (3 cr.)
 REM 507 Landscape and Habitat Dynamics (3 cr.)
 SOIL 415 Soil and Environmental Physics (3 cr.)
 SOIL 528 Advanced Chemistry of Soil Environment (3 cr.)
 CSS 572 Human Dimensions of Restoration Ecology (3 cr.)
 CSS 510 Communications Theory in Natural Resource Management (3 cr.)

II. Environmental Science Program. The Environmental Science Program is a university-wide interdisciplinary curriculum that leads to BS, MS, and PhD degrees. The program draws on the participation of over 95 affiliate faculty holding primary appointments across the full range of the University of Idaho's colleges. Courses in the

program curriculum come from most sectors and disciplines of the University. Emphasis areas exist in Natural, Physical, and Social Sciences. The following tracks will be constructed within this framework, utilizing existing courses. Each track will include a capstone graduate seminar in which students will use the peer-reviewed literature to present a scholarly analysis of their research experience.

A. Environmental Contamination. Employment opportunities in environmental contamination are numerous in the Intermountain West owing to military, mining, and agricultural activities. This track will significantly expand an existing Environmental Science certificate program. Courses will be offered on bioremediation, hazardous waste management, risk assessment, pollution prevention, analysis of contamination, environmental regulations, environmental toxicology, pesticides, and environmental impact assessment.

Environmental Contamination Curriculum

BAE 450 Environmental Hydrology (3 cr.)
 BAE 533 Bioremediation (3 cr.)
 BAE 534 Applied Bioremediation (3 cr.)
 CHE 570 Hazardous Waste Management (3 cr.)
 CHE 580 Risk Assessment for Hazardous Waste Evaluations (3 cr.)
 ENVS 428 Pollution Prevention (3 cr.)
 ENVS 541 Sampling & Analysis of Environmental Contamination (3 cr.)
 ENVS 579 Introduction to Environmental Regulations (3 cr.)
 FST 509 Environmental Toxicology (3 cr.)
 GEOG 544 Environmental Impact Assessment (4 cr.)
 SOIL 438 Pesticides in the Environment (3 cr.)

B. Climate Change. This track builds on a new graduate climate curriculum in CNR and Geography, and is intended to address the need for professionals who understand not only climate science, but also specific issues related to impacts, mitigation, and adaptation. For example, several enterprises in the Intermountain West are concerned with biological carbon storage, while others are concerned with energy efficiencies and related carbon footprint issues. This PSM includes graduate courses in biogeography, bioregional planning, watershed science, climatology, land use, climate and water resources, spatial analysis and modeling, carbon cycle, energy systems, and global environmental change. Select graduate courses germane to mitigation and adaptation are taken from curricula in geography, forestry, plant science, soil science, business, and agricultural economics. Courses related to greenhouse gas reduction are taken from programs in bioenergy and bioproducts and the joint program in energy offered at the UI Idaho Falls Center in conjunction with the Department of Energy Idaho National Laboratory and the Center for Advanced Energy Studies. Using these facilities and faculty, the Environmental Science program is developing a graduate emphasis area in sustainable energy systems, and courses in this program will be available to PSM students in the climate change track.

Climate Change Curriculum

BIOP 520 Bioregional Planning Theory and Practice (3 cr.)
 FOR 462 Watershed Science and Management (3 cr.)
 GEOG 401 Climatology (3 cr.)
 GEOG 420 Land, Resources and the Environment (3 cr.)
 GEOG 435/535 Climate Change Mitigation (3 cr.)
 GEOG 505 Climate and Water Resource Change (3 cr.)
 GEOG 507 Spatial Analysis and Modeling (2 cr.)
 GEOG 570 Global Carbon Cycle (3 cr.)
 REM 450 Global Environmental Change (3 cr.)
 CSS 510 Communications Theory in Natural Resource Management (3 cr.)
 ENVS 501 Seminar in Climate Change (2 cr.)

C. Sustainability Science. Public and private agencies and businesses dealing with issues related to the management of environmental issues frequently lack professional expertise in aspects of coupled natural and human systems. This PSM track is intended to provide professionals for this growing field. This track builds on the existing Environmental Science curriculum in the social sciences and includes additional, existing courses with content relevant to bioregional planning, resource economics and policy, law and ethics, regional economic theory, risk assessment, pollution prevention, environmental regulations, natural

resources policy, environmental impact, population dynamics and distribution, conservation and social science, and public organization theory. Internships will be available through Sustainable Idaho, the outreach arm of the University of Idaho Sustainability Center.

Sustainability Science Curriculum

AGEC 532 Natural Resource Economics and Policy (3 cr.)
 AGECE 577 Law, Ethics and the Environment (3 cr.)
 AGECE 586 Regional Economic Development Theory (3 cr.)
 CHE 580 Risk Assessment for Hazardous Waste Evaluations (3 cr.)
 ENVS 428 Pollution Prevention (3 cr.)
 ENVS 579 Introduction to Environmental Regulations (3 cr.)
 FOR 585 Natural Resources Policy Analysis (2 cr.)
 GEOG 544 Environmental Assessment (4 cr.)
 GEOG 560 Population Dynamics and Distribution (3-4 cr.)
 CSS 462 Natural Resource Policy (3 cr.)
 POLS 554 Public Organization Theory (3 cr.)
 WLF 440 Conservation Biology (3 cr.)
 CSS 572 Human Dimensions of Restoration Ecology (3 cr.)
 CSS 573 Planning and Decision Making for Watershed Management (3 cr.)
 BIOP 520 Bioregional Planning Theory and Practice (3 cr.)
 CSS 510 Communications Theory in Natural Resource Management (3 cr.)

III. University of Idaho Water Resources Programs. Water Resources programs at the University of Idaho include the Idaho Water Resources Research Institute and the interdisciplinary graduate program Waters of the West. The following tracks will be administered jointly by Waters of the West and COGS in consultation with the other Water Resources programs. Faculty affiliated with these groups offer a wide array of research opportunities for PSM students, and each maintains relationships with agencies and industries dealing with water resource issues. Collectively, these programs will facilitate the following PSM science tracks that will be housed in the College of Graduate Studies.

A. Water Resources Management. This track expands an existing non-thesis MS degree program in Environmental Science to include a wider range of water management subject matter. This PSM track is intended to complement the more issue-specific tracks described below and will train professionals with the broader range of knowledge that is required to be an effective water resource manager. Students in this track will be trained for entry-level management positions in industries and agencies that offer a diversified portfolio in water resources management. Coursework for this track includes curricular elements that are currently part of the University's premier program in water resources, Waters of the West. Students will select courses that review wastewater operations, hydrology, water quality, watershed management, ground water engineering, water policy, water resources systems analysis, wetland restoration, remote sensing, geochemistry, and hydrogeology.

Water Resources Management Curriculum

BAE 450 Environmental Hydrology (3 cr.)
 BAE 504 Environmental Water Quality (2 cr.)
 CSS 573 Planning & Decision Making for Watershed Management (3 cr.)
 ENVS 538 Western US Water Resource Policy & Environmental Equity (3 cr.)
 ENVS 546 Drinking Water and Human Health (3 cr.)
 FISH 540 Wetland Restoration (3 cr.)
 FOR 462 Watershed Science and Management (3 cr.)
 GEOG 524 Hydrologic Applications of GIS and Remote Sensing (3 cr.)
 GEOL 564 Geochemistry of Natural Waters (3 cr.)
 HYDR 512 Environmental Hydrogeology (3 cr.)
 WR 506 Interdisciplinary Methods in Water Resources (3 cr.)
 CSS 510 Communications Theory in Natural Resource Management (3 cr.)

B. Management of Regulated River Systems. Professionals trained in this PSM degree track will be able to work for a variety of agencies and firms in the West that specialize in aspects of regulated flowing water, especially including the major tributaries to the Columbia and Klamath Rivers. Graduate course work will expand the opportunities available through the Civil Engineering program, including courses in

riparian ecology, river restoration, engineering hydrology, open channel hydraulics, fluid dynamics, sedimentation, aquatic habitat modeling, channel flow, water resources systems analysis, stochastic hydrology and fluvial geomorphology. Students in this track will be trained for mid to upper range technical positions, and will be eligible for employment with industries and agencies that whose mission it is to manage regulated river systems, and consulting firms that provide technical support to these entities.

Management of Regulated River Systems Curriculum

FISH 415 Limnology (4 cr.)
 FISH 515 Large River Fisheries (2 cr.)
 FISH 430 Riparian Ecology and Management (3 cr.)
 CE 421 Engineering Hydrology (3 cr.)
 CE 428 Open Channel Hydraulics (3 cr.)
 CE 504 River Restoration (3 cr.)
 CE 520 Fluid Dynamics (3 cr.)
 CE 521 Sedimentation Engineering (3 cr.)
 CE 526 Aquatic Habitat Modeling (3 cr.)
 CE 535 Fluvial Geomorphology (3 cr.)
 CSS 573 Planning and Decision Making for Watershed Management (3 cr.)
 CSS 510 Communications Theory in Natural Resource Management (3 cr.)

C. Ecohydrology Science and Management (jointly offered with CNR). Students trained in this PSM track will understand the interaction between the hydrological cycle and ecosystems, and be able to work at the interface between terrestrial and aquatic ecosystems. Students in this track will be trained for mid to upper level technical positions, and will be eligible for employment with consulting firms, federal and state agencies like the USDA and EPA, non-profit organizations, and tribal entities whose missions are to manage land and water resources at the landscape to regional scale. Graduate coursework will emphasize the mixed use of watershed landscapes and the coupling between human and natural systems.

Ecohydrology Science and Management Curriculum

BAE 450 Environmental Hydrology (3 cr.)
 BAE 504 Environmental Water Quality (2 cr.)
 FISH 415 Limnology (4 cr.)
 FISH 430 Riparian Ecology and Management (3 cr.)
 FISH 514 Fish Population Ecology (2 cr.)
 FISH 515 Large River Fisheries (2 cr.)
 FISH 540 Wetland Restoration (3 cr.)
 FOR 462 Watershed Science and Management (3 cr.)
 GEOG 524 Hydrologic Applications of GIS and Remote Sensing (3 cr.)
 HYDR 512 Environmental Hydrogeology (3 cr.)
 REM 440 Wildland Restoration Ecology (3 cr.)
 REM 452 Western Wildland Landscapes (1 cr.)
 REM 507 Landscape and Habitat Dynamics (3 cr.)
 CSS 573 Planning and Decision Making for Watershed Management (3 cr.)
 CSS 510 Communications Theory in Natural Resource Management (3 cr.)

Internships (3 credits)

The PSM program has made contact with several industries and agencies who are the primary employers of our alumni MS graduates or who are significant employers in fields allied with natural resources and environmental science. A total of 12 organizations have written letters of commitment to the PSM (allowed number appended) and indicated that they are willing and able to accept PSM students for internship experiences. These include state and federal agencies such as the National Park Service, the Bureau of Indian Affairs, the Rocky Mountain Research Station of the U. S. Forest Service, the Idaho Water Resource Board, and the Idaho Department of Environmental Quality. Private industry and non-governmental organizations that are willing to host our students include Simplot, CH2M Hill, Terra Graphics, the Nature Conservancy, and the Idaho Water Users Association. Letters of support from other industry contacts are pending but not listed here. Students in each track will be matched as closely as possible with an appropriate industry or agency for internship experience. Internships will be constructed in such a way as to provide students with a team-based, hands-on training experience that closely reflects the work of the industry or agency. Students will be required to establish learning goals and submit a

midterm and final report to a supervising instructor during the term of the internship. A formal presentation will serve as a summary report to faculty and peers at the end of the internship.

In many cases there will be considerable flexibility within an agency or industry regarding the structure and content of the internship. Whenever possible, we will match Native students with internships available with the Nez Perce Tribe operations in forestry and fisheries management (letter of commitment attached), or in an equivalent agency in their own tribe if such internships can be developed. Finally, in addition to external internships, we have considerable flexibility in providing internships through Sustainable Idaho, which functions as the outreach and engagement arm of the University of Idaho Sustainability Center. Sustainable Idaho routinely accepts contracts from industry (e.g., Boeing, Agribeeff, and Beef Northwest) to evaluate industry practices for carbon and energy lifecycle analyses and sustainability assessments. Students will be able to conduct their internships through these contracts while working under the supervision of the Director of Sustainable Idaho and the Director of Environmental Science.

Research Experience (2 credits)

The team-based research experience for PSM students will be developed at field and laboratory sites managed by faculty at the University of Idaho. As such, the research experience will generally not be included in the internships described above, although internships may include research activities as part of the ongoing work at the sponsoring organization. The research experience will be designed for each student entering the PSM program in collaboration with participating faculty who will incorporate these students into teams in their ongoing research programs. The student's advisor will help the student identify an appropriate research experience and ensure that it is integrated with the student's science track. The Environmental Science program, the College of Natural Resources, and the University of Idaho Water Resources programs include faculty who have research programs that can provide a translational, problem-focused research experience across the range of science tracks described below. Students will receive graduate credit for participating in a semester-long research experience that will include a weekly seminar class where interdisciplinary faculty will mentor students in interpretation and application of research results. The seminar component of the research experience will focus on the integration of the experience with each student's science curriculum. A final written report will be submitted to the student's advisor.

- 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.

In general, the faculty necessary to provision the PSM presently exist in affiliation with other programs at the University Idaho. The Provost has allocated 1 FTE in order to provide for faculty in the core Transferable Skills courses. The Transferable Skills course will require reassignment of existing faculty in the College of Letters, Arts and Social Sciences (0.5 FTE). The appointment of 1 adjunct faculty (0.5 FTE) will be required in the College of Business and Economics in order for existing faculty to teach the two management courses of the Transferable Skills set of courses.

Transferable Skills Courses

<i>Name (%FTE) & Dept</i>	<i>Specialty</i>	<i>Degree</i>	<i>Rank</i>
John Lawrence (0.5) CBE Bus & Eco	Strategy and Operations	Ph.D.	Professor
Douglas Lind (0.25) CLASS Philosophy	Philosophy	Ph.D.	Professor
Jodi Nicotra (0.25) CLASS English	Sci Writing & Communication	Ph.D.	Assist Prof

Science Emphasis Areas

All courses required for the nine tracks within natural resources and environmental science are presently taught by existing faculty members. These faculty members are drawn primarily from the College of Natural Resources, the College of Agriculture and Life Sciences, the College of Letters, Arts, and Social Sciences, and the College of Science. These Colleges are accredited by the appropriate accrediting agencies. The courses included in the curricula above are all existing courses that are regularly taught in service to existing MS and PhD degree programs.

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

Students enrolling in the PSM will come from a variety of different backgrounds, while all will be interested in the PSM as a “destination” degree that will not necessarily lead to the PhD. The job market serviced by this degree will include a variety of agencies, businesses, and industries concerned with natural resources and environmental science. At the end of three years we expect the PSM to include about 45 students per year. We anticipate participation from the following types of students:

1. Traditional full time students attending classes at the main University of Idaho campus in Moscow.
2. Place bound students who will take part of the curriculum via distance programming and attend some classes in person at UI.
3. Working professionals who are seeking an advanced degree. These students may be part time during any given part of their training. With approval, work experience may be substituted for the required internship.
- d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.

Program manager, clerical staff and IT personnel: The PSM will require a Program Manager (0.5) who will be responsible for directing recruitment, admissions, establishing and maintaining internships, and identifying faculty advisors for students in the program. The Program Manager will also maintain relationships with outside stakeholders and direct the day-to-day operations of the program. In order to provide appropriate advising, administrator time will be allocated in the College of Natural Resources, Environmental Science, and Waters of the West at 0.125 FTE in each program. The PSM will be supported by one clerical staff (0.5 FTE). During the first three years the development of distance components and classroom video will be supported by IT personnel (0.25 FTE).

Graduate assistantships: After the first three years of NSF support, which includes significant funding for graduate student assistantships, all students will pay full fees for their status as either in-state or out-of-state.

Support personnel: Support scientists working for faculty at the University of Idaho will provide assistance to graduate students in the PSM program as they do to students in their respective programs.

Library: Current space, personnel, journal subscriptions (including electronic), and books in the University of Idaho library are adequate to support the disciplinary programs supporting the proposed PSM. The proposed PSM program adds a level of interdisciplinarity related to sustainability science that is highly supported by the library at the university level. The library will be responsible for two aspects of the PSM training program. These are (1) Informational Science Literacy skill seminars for the second in the series of Management courses, and (2) electronic support for e-books used in science tracks (\$2,500 required for e-books during each of the first two years of the program).

Equipment and Instruments: Overall, no new facilities, equipment or technology will be required to initiate the proposed PSM. New computer server support will help the development of the distance component of the program as it is developed over the first year. Funds for this part of the PSM have been applied for through the SBOE ITIG competitive grants program. The Program Manager and clerical support staff will be based in available space in Morrill Hall as part of the College of Graduate Studies. IT personnel are presently based in the Commons. Because this is a graduate level program that involves faculty already actively teaching and mentoring students in several Colleges at UI, there will be no new laboratory or research facilities required. Publicity will be initially funded through the NSF grant for PSM initiation, and later from student fees. Existing classroom technology and space is adequate for the PSM. The graduate students in the PSM will have access to the facilities and equipment of most of our graduate level research and educational programs. This will enable a broad range of collaborative research and internship experiences for PSM students. The University of Idaho has extensive outlying campuses and research outposts throughout the state of Idaho, many of which are equipped with professional quality research, teleconferencing, computing, remote sensing, telemetry, geomapping, and analytical equipment. The UI has state-of-the-art laboratories for molecular biology, conservation genetics, stable isotopes, chemical ecology, GIS technology, social surveying, forestry, hydrology, and agricultural sciences at the main campus in Moscow, ID. Professional Science Masters students will have full access to UI housing, computing and research facilities, research vehicles, and field sites.

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

The PSM will be considered to be fully subscribed when 45 students a year participate in the program. Expansion of the program beyond this number will be assessed on the basis of demand and available resources. The PSM will be expanded during the first year to allow distance students to participate from anywhere in the world where Internet access supports the bandwidth necessary for interactive delivery of Transferable Skills courses and a variety of the science track courses.

Additional tracks may be added to the PSM in environmental and natural resource sciences as determined by student and employer demand, and resources available at UI.

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?

A Professional Science Master program does not presently exist in Idaho, and there are relatively few such programs in the region. Over 184 PSM programs exist nationwide, with more than 25 added in 2009 and equivalent growth expected in 2010. Fewer than 20 of these programs are in natural resources and environmental science. Our specific emphasis has no peer in the Pacific Northwest except the PSM in Environmental Sciences at Oregon State University.

We will offer the required components of the PSM degree program only from the Moscow campus of the University of Idaho, and we do not plan to offer the PSM through on-campus instruction in the Southwest or Southeast regions of Idaho, thus avoiding any duplication with academic graduate programs at ISU and BSU. Somewhat similar professional programs at Boise State University include a Masters of Health Science (Environmental Health) and a Master of Public Administration (Environmental and Natural Resources Administration). Both of these programs are in subject areas that are peripheral to the proposed degree program.

At Idaho State University there are two: a Master of Natural Science (MNS) in Geoscience and Biology available to students working toward a professional teaching certificate. Neither of these degrees is relevant to the proposed PSM, which does not include geosciences or biology, per se, and is not intended for teachers. At Idaho State University there are Master of Natural Science (MNS) programs in Geoscience and Biology available to students working toward a teaching certificate. Neither of these degrees is equivalent to the proposed PSM, and our program is not intended for teachers.

The University of Idaho has two non-thesis distance learning degrees that overlap somewhat with the PSM, an MS in Environmental Science and a Master's in Natural Resources (MNR). Although both degrees attract students in the environmental and natural resources sciences, neither has a curriculum that produces industry-ready specialists with the Transferable Skills offered by the PSM. In addition, both of these degrees are offered only online, and thus serve a different group of students than the PSM.

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

The missions of the University of Idaho include teaching, research and service. The broad objectives relating to these functions are: (a) to offer undergraduate and graduate academic programs of excellent quality in the liberal arts, the sciences, and many professional disciplines; (b) to add knowledge through research, scholarship, and creative activities in both fundamental and applied fields; and (c) to make readily available to all people of the State the results of research, including that in the arts and sciences. The proposed PSM is central to these goals in that it provides for a professional workforce in the applied fields related to natural resources and environmental science.

The University of Idaho historically has had certain unique functions. These include serving as: (a) the land-grant institution for the State of Idaho, with responsibility for instruction, research, extension, and public service in the fields of agriculture, forestry, mining, and engineering; (b) the graduate, research, and professional education center for the State; and (c) the center for comprehensive graduate programs leading to the degree of Doctor of Philosophy. The proposed program is consistent with the role and mission of the University of Idaho and specifically

addresses the university's responsibilities as a land-grant institution by providing a technically trained workforce in applied fields, including forestry.

The proposed program satisfies the State Board of Education's Statewide Plan for Higher Education by meeting the following goals and strategies as stated in Directions for Higher Education in Idaho: (a) it encourages expanded curricular response to the technologies; (b) maintains strong graduate education; and (c) continues to avoid unnecessary duplication of effort by utilizing existing course work in current programs. It also develops a broad range of cooperative ventures with agencies, businesses, and industries in the region. The PSM encourages the use of technology with respect to the tools that are used in fields related to natural resources and environmental science. It promotes Idaho's economic revitalization through providing a professional, technically-trained workforce that is ready for the workplace upon graduation.

It is noteworthy that the proposed PSM is a natural outgrowth of the University's Strategic Action Plan for 2005-2010. The PSM specifically aligns with the teaching and learning objectives to (1) build and sustain a competitive advantage through innovative curricula of distinction, (2) expand partnerships with industry and emphasize active learning opportunities such as internships, and (3) provide graduate and professional students with integrated experiences in teaching, research, creative activity, and outreach. The PSM also variously supports objectives defined by UI goals for scholarship, and for outreach and engagement.

The University of Idaho is a natural choice to house such program because of its history of excellence in research and education in these fields. The College of Natural Resources, which will sponsor several PSM science tracks, is a nationally ranked research college with world-renowned scholars in programs including forest resources, fisheries and wildlife, and conservation social sciences. The Environmental Science program at UI is a strong, university wide interdisciplinary program that has excellent resources and opportunities available for students interested in science tracks related to Climate Change, Restoration Ecology, and Environmental Contamination. Our Water Resources programs include cutting-edge research stations and laboratories, such as the Center for Ecohydraulics Research, and will sponsor important science tracks in the PSM including Water Resources Management and Watershed Management and Ecohydrology.

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.)

The University of Idaho is the land grant research and graduate training institution for the state. It serves a large and diverse region of the Intermountain West as well as the metropolitan economies of greater Boise, Pocatello, Coeur d'Alene, Idaho Falls, and Lewiston. Missoula, MT, Spokane, WA, and the Tri-Cities area of southeastern Washington are important secondary markets for UI graduates. Forestry, mining, fisheries, associated natural resource industries, and outdoor recreation comprise the largest part the regional economy related to natural resources and environmental science. Over 60% of Idaho lands are public, largely held by the U.S. Forest Service and the Bureau of Land Management. The U.S. Census Bureau identified Idaho as the sixth fastest growing state during 2007-2008, a ranking that the state has maintained since the 2005 census, despite reduced immigration during the current recession.

In October 2009, Economic Modeling Specialists, Inc. (EMSI) completed a market analysis commissioned for this proposal showing a significant potential for regional growth in the Pacific Northwest over the next five years in environmental and natural resource jobs. The anticipated jobs include professional positions associated with forestry, conservation, rangeland management, agricultural management, parks and recreation, wildlife biology, fisheries biology, geophysical technology, environmental engineering, environmental mitigation, environmental impact assessment, and waste management. Professional positions in these areas are projected to increase by 10.1% in Idaho and 9.4% regionally by 2014. These employment sectors currently support economic activity in Idaho, Oregon, and Washington at a rate 170% greater than a typical reference economy. In Idaho alone that value is closer to 250%. These values are projected to show little change through 2014, reflecting steady growth in these sectors of the economy as population increases over the coming 5 years.

The University of Idaho has a viable and compelling mission to produce a professional workforce. As of 2006, Idaho was in the bottom 15% of states ranked by percent of adult population 25 years and older holding professional or graduate degrees. Both Idaho and Nevada have 7.1%, exceeding only Arkansas, Louisiana, Mississippi, West Virginia, and North Dakota. The national average is 9.9%, led by populous states such as Colorado, Connecticut, Maryland, Massachusetts, New Jersey, New York, Vermont, and Virginia, each with more than 12%. In the Intermountain West, only Wyoming (7.3%) and Montana (7.9%) come close to the low graduate-degree rates of Idaho and Nevada (NCES, 2008).

- 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.

The most likely source of students for the PSM in environmental and natural resource sciences are full-time and part-time students interested in an end-point or “destination” degree in this area that results in professional standing and does not necessarily lead to a Ph.D. Employers in the region will play a large role in determining which employees will seek additional training through the PSM. Employers are generally supportive of the PSM training model because it provides job-place ready personnel who require little additional training at the beginning of their employment. Many PSM students will be currently employed by agencies, businesses, or industries associate with fields relevant to this degree.

The National Research Council of the National Academy of Sciences issued a strong endorsement and call for PSM development in 2008 (*Science Professionals: Masters Education for a Competitive World*). The National Science Foundation issued a request for proposals in 2009, and UI successfully competed for \$691,716 in funding in a pool of over 200 applications. The NSF program was funded by \$15 million in funds from the American Recovery and Reinvestment Act (“stimulus funds”). The PSM concept has been endorsed by the Council of Graduate Schools, which provides certification for new programs in accordance with guidelines developed with funding from the Alfred P. Sloan Foundation and the National Science Foundation.

The explosive growth of PSM programs over the last ten years shows that these programs are extremely popular with students and employers. Over 170 PSM programs exist in more than 80 colleges and universities nationwide, with more than 25 added in 2009 and 25% growth expected by 2011. Fewer than 20 of these programs are in natural resources and environmental science, which in conjunction with the compelling market analysis cited above, suggests that this area is a niche that UI can successfully fill.

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

The pool of applicants for the PSM will overlap minimally with students interested in a research-track MS with the possibility of leading to the Ph.D. According to the National Professional Science Masters Association, experience from programs throughout the nation suggests that there is a low likelihood of competition between the PSM and existing MS degrees.

- 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.

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 11

FY 12

FY 13

ATTACHMENT 1

	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>10</u>	<u>10</u>	<u>25</u>	<u>25</u>	<u>45</u>	<u>45</u>
B. Shifting enrollments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

II. EXPENDITURES

	FY 11		FY 12		FY 13	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Faculty	1.0	\$ 87,881	1.0	\$ 89,639	1.0	\$ 91,431
2. Administrators	0.875	\$ 51,000	.875	\$ 52,020	.875	\$ 53,060
3. Adjunct faculty						
4. Graduate/instructional assistants						
5. Research personnel						
6. Support personnel						
Clerical	0.50	\$17,500	0.50	\$17,850	0.50	\$18,207
IT	0.25	\$12,500	0.25	\$12,750	0.25	\$13,005
7. Fringe benefits		\$57,030		\$58,170		\$59,334
8. Other: _____						
Total FTE Personnel And Costs;	2.625	\$225,911	2.625	\$230,428	2.625	\$235,038

	FY <u>11</u>	FY <u>12</u>	FY <u>13</u>
B. Operating expenditures			
1. Travel	\$2000	\$1000	\$500
2. Professional services			
3. Other services			
4. Communications	\$2,000	\$2,000	\$1,000
5. Utilities			
6. Materials & supplies	\$2,000	\$2,000	\$2,000
7. Rentals			
8. Repairs & maintenance			
9. Materials & goods for manufacture & resale			
10. Miscellaneous			
Transferable Skills Courses Devel.	\$4,000	\$2,000	0
Development of Distance Learning	\$3,000	\$1,500	0
Total Operating Expenditures:	\$13,000	\$8,500	\$3,500

ATTACHMENT 1

	FY <u>11</u>	FY <u>12</u>	FY <u>13</u>
C. Capital Outlay	0	0	0
1. Library resources	\$2,500	\$2,500	0
2. Equipment			
Total Capital Outlay:	\$2,500	\$2,500	0
D. Physical facilities Construction or major Renovation	0	0	0
E. Indirect costs (overhead)	0	0	0
GRAND TOTAL EXPENDITURES:	\$241,411	\$241,429	\$238,538

III. REVENUES

	FY <u>11</u>	FY <u>12</u>	FY <u>13</u>
A. Source of funds			
1. Appropriated funds -- Reallocation – MCO	\$95,639	\$0	\$0
2. Appropriated funds -- New – MCO	0	0	0
3. Federal funds	\$49,892	\$48,332	\$32,492
4. Other grants	0	0	0
5. Fees	\$95,880	\$239,700	\$401,220
6. Other: _____			
GRAND TOTAL REVENUES:	\$241,411	\$288,032	\$433,712

	FY <u>11</u>	FY <u>12</u>	FY <u>13</u>
B. Nature of Funds			
1. Recurring*	\$191,519	\$239,700	\$401,220
2. Non-recurring**	\$49,892	\$48,332	\$32,492
GRAND TOTAL REVENUES:	\$241,411	\$288,032	\$433,712

* 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.

The table below lists participating faculty, their annual salary (AY or FY for 2009-2010 AY), FTE assignment to the PSM program, program salary dollars, projected student credit hours, and FTE of students. Faculty position and affiliation are shown in the table on page 10. Assignment of FTE to the PSM program was estimated based on the involvement of the faculty in the delivery of the four Transferable Skills courses. Note that two of these courses (the Management series) will be taught by John Lawrence in the College of Business and Economics, whereas the other two courses will be taught by two individuals in the College of Letters Arts and Social Sciences. The Provost has provided funds FTE for these three faculty members through a separate allocation. Faculty salaries are assumed to increase 2% per year.

Name *	Annual Salary Rate (\$)			FTE to PSM	Program Salary Dollars (\$)			Projected Student Credit Hours			FTE Students		
	FY11	FY12	FY13		FY11	FY12	FY13	FY11	FY12	FY13	FY11	FY12	FY13
John Lawrence	107515	109665	111859	0.5	53758	54833	55929	60	150	270	5	12.5	22.5
Douglas Lind	84867	86564	88296	0.25	21217	21641	22074	30	75	135	2.5	6.25	11.25
Jodi Nicotra	51625	52657	53711	0.25	12906	13164	13427	30	75	135	2.5	6.25	11.25

* Position and rank are listed in table on page 10.

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

b. Administrative Expenditures

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

The table below shows the annual salary and program dollars required as a percent of annual salary for four administrative positions necessary for implementation and ongoing function of the PSM. A Program Manager will be responsible for publicity, recruitment, developing and maintaining relationships with external internships, external advisory board development and annual meetings, and various day-to-day operations of the PSM. The Program Manager will also be responsible for logistics and scheduling of Transferable Skills courses and the development of capacity for distance learning throughout the curriculum. NSF funding during the first three years of the program will offset salary for the Program Manager. Thereafter salary for the Program Manager will be recovered from student fees and out-of-state student tuition associated with the program. Faculty within each of the three units (The College of Natural Resources [CNR], Environmental Science [EnvS], and Water Resources [WR, including Waters of the West]) associated with the PSM will be responsible for advising students who have chosen tracks within their respective units. Such advising will include identifying appropriate courses for a given track, and development of an appropriate research experience for each student. Individual faculty for these positions will rotate among faculty within each of the three units, and thus an average faculty salary of \$68,000 is used as the basis for the calculations in the table below and in the budget estimates on page 15. These three individuals will have 0.125 FTE of their salary redistributed from existing duties with each of the three units.

Position	Annual Salary Rate (\$)			FTE to PSM	Program Salary Dollars (\$)			Percent of salary dollars to PSM		
	FY11	FY12	FY13		FY11	FY12	FY13	FY11	FY12	FY13
Program manager	51000	52020	53060	0.5	25500	26010	26530	50%	50%	50%
Faculty admin CNR	68000	69360	70747	0.125	8500	8670	8843	12.5%	12.5%	12.5%
Faculty admin EnvS	68000	69360	70747	0.125	8500	8670	8843	12.5%	12.5%	12.5%
Faculty admin WR	68000	69360	70747	0.125	8500	8670	8843	12.5%	12.5%	12.5%

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

Operating expenditures include travel, communication, student recruiting, external advisory board meetings, and general office operating funds. NSF funds will offset these costs during the first three years of the program. NSF funds will be used for development of the Transferable Skills courses during the initial two years of the PSM. Development of distance delivery for the Transferable Skills courses will be implemented with NSF funds during the first two years of the program. These funds include 0.25 FTE for IT personnel during the first three years.

- 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.

Through consultation with UI Library administration it is clear that there are adequate resources in terms of personnel and space for the Library to support the PSM.

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

The PSM will impose no added costs with respect to Library personnel, space, equipment, monographs and journals. Included in the budget are the costs of e-Books that will be important for the Transferable Skills courses and aspects of the various specialty tracks.

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

Library resources will be available to enrolled students via the internet.

(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.

Existing resources are adequate and available. Research laboratories of individual faculty members in their respective departments are adequate for the proposed program. No specialized research equipment will be needed to develop the PSM. There is a pending application for SBOE ITIG funds to support the development of computer equipment and software to support advanced distance delivery for the PSM and other programs at UI. The PSM can be implemented without this equipment, while funding will be sought to provide these resources as the program develops.

- 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?

ATTACHMENT 1

The Provost of the University of Idaho has promised 1 FTE to fund faculty who will implement the Transferable Skills courses. 0.5 FTE will be allocated to the College of Business and Economics, which is responsible for two courses, and 0.25 FTE will be allocated to each of two faculty members in the College of Letters Arts and Social Sciences, where the two remaining courses will be taught. At the end of 3 years the program will be evaluated for sustainability. The Provost will evaluate the impact of these funds on other programs in the context of fees and tuition generated by the PSM.

- (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?

Funding from the National Science Foundation totaling \$691,716 will begin in August of FY 2011 and end on 30 June 2013. With funding derived from the American Recovery and Reinvestment Act of 2009, NSF envisioned this opportunity as a one-time competition for funds to initiate new PSM programs throughout the U.S. The University of Idaho successfully competed in a field of well over 200 applications for about 20 awards. These funds will fully support a total of 22 students on a competitive basis during the first 3 years of the PSM (6, 11, and 5 during each year, respectively). This support will be returned to the University in fees and tuition. Students not supported by NSF funding will be required to pay full fees or tuition and fees according to their residency status. Data from the more than 170 programs throughout the U.S. indicate that there is widespread demand for PSM programs and that students are willing to pay for access to this training. Our independent market analysis of the potential for employment in natural resources and environmental science in the geographic region supports this contention. The table below shows a scenario for income from fees during the first three years of the program. This does not include stipends and fellowship support supplied by NSF. FY 2014 in the table shows the estimated sustaining income from graduate student fees after NSF support has ended assuming a projected enrollment of 45 full-time on campus graduate students. The number of part time and distance learning students will possibly augment this amount as the capacity for distance delivery is phased in. According to the scenario below, the PSM will result in net revenue income to the University after the first year. Following termination of NSF funding, we expect to have developed a significant demand for this program and its continuance will be contingent on adequate numbers of fee-paying students.

Student category	Number of students 2011	Fees 2011 (\$)	Number of students 2012	Fees 2012 (\$)	Number of students 2013	Fees 2013 (\$)
In state	6	33336	15	83340	30	166680
Non-resident	4	62544	10	156360	15	234540
Total	10	95636	25	239700	45	401220

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

SUBJECT

Idaho Technology Incentive Grant Program FY 2011 Award

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill No. 1207 Appropriations – College and Universities - System-wide Programs

BACKGROUND/DISCUSSION

The Idaho Technology Incentive Grant Program was created in 1997, and has since funded 213 projects at a total of more than \$23.3 million. The Board was appropriated \$1,151,100 from the Legislature for FY11, which may be used for instructional projects specifically designed to foster innovative learning approaches using technology, and to promote the Idaho Electronic Campus.

The program is designed to promote the creation and use of innovative methods of instruction that:

- focus on integrating technology into the curriculum;
- enhance the rate and quality of student learning;
- enhance faculty productivity; and
- increase access to educational programs.

Funding is awarded by the Board through a Request for Proposals (RFP) and is based on the overall merit of the proposals. Proposals are not automatically funded. The total number of projects awarded to each institution is determined by the Idaho Technology Incentive Grant Program Review Committee's evaluation. Additional projects may be funded if other institution's proposals fail to show merit or fail to meet the criteria of the RFP.

The proposals are evaluated by the Idaho Technology Incentive Grant Program Review Committee, which consists of the following:

- Milford Terrell, from the Board's Business Affairs and Human Resources Committee
- Superintendent Luna's representative; Jimmy Takata, Department of Educational Technology Coordinator;
- Greg Zickau, representative from the State Information Technology Resource Management Council; and
- Dale Bower, the Board's Chief Academic Officer.

The committee met on March 30, 2010 to review the proposals and to formulate recommendations to the Board.

IMPACT

Funding was recommended for 13 projects based on the merit of the applications.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

ATTACHMENTS

Attachment 1 – FY11 Idaho Technology Incentive Brochure

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Evaluation Committee, Board staff and the Instruction, Research and Student Affairs Committee (IRSA) recommends \$1,000,000 for the following projects. The remaining funds will be applied toward state technological educational initiatives.

Proposal No.	Institution	Project Title	Dollar Amount
T11-005	UI	Making the Impossible: Changing the Educational Landscape with 4D Virtual Learning	\$121,800
T11-007	UI	Developing a University-wide Multimedia Instructional Resource (MIR) at the University of Idaho	\$159,500
Total for the University of Idaho			\$281,300
T11-014	LCSC	Creating Innovative Multimedia content with Camtasia Relay	\$39,900
T11-015	LCSC	Expanding Simulation in the Division of Nursing and Health Sciences	\$91,500
T11-016	LCSC	Histologic Preparation of Tissue Specimens	\$44,000
Total for Lewis-Clark State College			\$175,400
T11-018	ISU	Growing Your Own: Developing a Virtual Classroom for Clinical Instruction in Rural Idaho	\$65,700
T11-023	ISU	Education Modules using Virtual Museum and Collections for K-12 and University Instruction in Idaho History & Culture	\$135,700
T11-025	ISU	Technology Enhanced Business Education	\$81,000
Total for Idaho State University			\$282,400
T11-028	BSU	Em-PoWer-ing Student Success Through Video Tutorials	\$24,700
T11-030	BSU	Development of a Biomolecular Immunology Lab Course: Integrating Advanced Technology, Bioinformatics, and 3-D Molecular Visualization	\$19,800
T11-032	BSU	Improving Faculty Effectiveness: Syncing Student Feedback with Digitized Lecture Performance	\$38,300
T11-033	BSU	Open Source Enterprise Lecture Capture Solution	\$114,700
T11-037	BSU	Moving the Best Practices of Writing Pedagogy into the Online Classroom	\$63,400
Total for Boise State University			\$260,900

BOARD ACTION

A motion to approve funding of review committee recommended projects under the Idaho Technology Incentive Grant Program for FY2011 totaling \$1,000,000 as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FY 2011**IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FUNDED PROJECTS**

The purpose of the ITIG is: to focus on integrating technology into the curriculum; to enhance the rate and quality of student learning; to enhance faculty productivity; and to increase access to educational programs.

University of Idaho Projects**Making the Impossible: Changing the Educational Landscape with 4D Virtual Learning**

C. Brian Cleveley

\$152,800

The "Connecting Educators Across Idaho Using Virtual Worlds" grant team will build upon the first phase of a project which was to promote and implement the increased use of virtual world technology in online education across the state through expanding Second Life® virtual campus and providing "How to use Second Life®" workshops to educators. The second phase of the project, which includes the innovation use of the virtual world to deliver education in ways cost prohibitive or impossible for the real world. Phase two will translate classroom methods and develop new interactive techniques that can only be delivered in the virtual. The new methods created from this especiation will inform both the contemporary as well as the evolving pedagogy of learning experiences and outcomes.

The PIs will create and pilot two simulations, Financial Literacy and Nutrition Education. These were identified because they address two very significant national issues facing students and Idaho residents of all ages in rural and urban locations. The simulations will be used to meet the following goals:

1. Educate students on the importance of good nutrition and healthy dietary decisions.
2. Educate students on the importance of sound personal fiscal management decisions.
3. Support six members of the education community to incorporate the use of the simulations identified in point 1 and 2 above, into their classrooms.
4. To design, build and promote a virtual Idaho education community to modern educators and students across our state and beyond.

Developing a University-Wide Multimedia Instructional Resource (MIR) at the University of Idaho

Michael Johnson

\$121,800

This project will create a new generation Multimedia Instructional Resource (MIR) at the University of Idaho that will provide a central repository and server system for multimedia material, while enhancing UI's commitment to the distributed innovation and development model of distance learning and collaborative research materials. This new generation of hardware and software is essential to update the existing inefficient and incompatible system of servers, and to integrate resources across the university with those of other universities. The MIR project will service the University's newly redeveloped and expanded suit of distance education courses and provide materials to the Idaho Education Network and other educational organizations in Idaho. The program will be sustained beyond the funding period through program fees charged to distance students. Although the MIR will be available to and beneficial to all units at the University of Idaho, the initial motivation for its creation is to support the new Professional Science Master's (PSM) program, a workforce development program which will include curriculum delivered through distance learning format.

Lewis-Clark State College Projects

Creating Innovative Multimedia content with Camtasia Relay

Carolyn Quintero

\$39,900

This project promotes further technology integration into the curriculum through faculty training and professional development in Camtasia Relay, a recording device that allows for the creation of innovative, on-demand multimedia.

The acquisition and implementation of Camtasia Relay on the LCSC campus will:

- Focus integration of technology into the curriculum
- Enhance the rate and quality of student learning via media rich course content
- Enhance faculty productivity and efficiency when creating course content
- Increase student access to educational content via on-demand media recordings

Camtasia Relay recordings bring “hands on” course content to the online learning community with ease, providing students increased access to a variety of educational programs offered at LCSC. Faculty will be able to record lecture presentations, digital slideshows, web sites, examples of complex problems, or anything else on a computer screen, all enhanced with narration.

Expanding Simulation in the Division of Nursing and Health Sciences

Michelle Pearson-Smith

\$91,500

This project will use patient simulators to provide realistic anatomic and clinical functions which permit students to learn complex nursing skills in an environment where they receive immediate feedback. The use of this technology will be used for skill development and application and as a replacement for a portion of on-site clinical hours. Continuation and extension of this technology in the Bachelor of Science (BSN) and Practical Nursing (PN) curricula will allow for more efficient use of clinical facilities and provide students exposure to technological advancements encountered in the work environment. Further, utilization of simulation equipment in laboratory and clinical settings will attract students to and retain them in nursing programs.

Histologic Preparation of Tissue Specimens

Heather Henson-Ramsey

\$44,000

The Lewis-Clark State College Division of Natural Sciences proposes an innovative approach to help students understand the relationship between histology slides and actual structures in animals and plants. Acquisition of a tissue processor, tissue embedder, and a microtome will provide students with the technology required to prepare histology slides themselves. By creating their own slides, students will gain a greater understanding of normal and diseased anatomy of both plants and animals. Access to this state-of-the-art technology will provide students with a marketable skill that will benefit their future goals whether they are in a health profession or graduate school.

Idaho State University Projects

Growing Your Own: Developing a Virtual Classroom for Clinical Instruction in Rural Idaho

Kathleen Kangas

\$65,700

This project provides a critical environmental element to the clinical instruction of SLPs in rural Idaho, specifically development of a Virtual Classroom for use in the Online Master's Degree Speech Language Pathology program. ISU's model allows for students to be directly supervised by SLPs in the field at their geographical sites, and to receive intense clinical instruction from an ISU-based clinical faculty member who meets weekly with each student to discuss cases, view their clinical videos, and provide clinical process instruction. Through the virtual environment, individuals can interact with each other in pairs or groups by means of representations of themselves known as avatars. The Virtual Classroom will enable significantly greater interaction, including presentation of clinical videos, formal presentations by faculty or students, virtual paper-and-pencil consultation, and group discussions, erasing the very real gap between rural and urban settings. This project funds development of a replicable Virtual Classroom, providing a model for expansion of current classroom to other virtual educational settings at ISU. This project will develop (a) a virtual classroom that allows instructors and students to meet for lectures, quizzes, live video streaming sessions, class demonstrations, and discussion groups, (b) virtual grand rounds with students, and (c) a virtual professional office that will include interactive replicas of tools that the SLP professional typically uses in service delivery.

Education Models using Virtual Museum and Collections for K-12 and University Instruction in Idaho History & Culture

Corey Schou

\$135,700

This project builds on interdisciplinary research being conducted at Idaho State University to bring museums and their collections to parents, teachers, and students across Idaho through the internet. This project combines recent developments in 3D scanning and database technologies developed at ISU to create opportunities for the implementation of virtual museum collections to better serve underrepresented and geographically separated communities and to increase access to critical Idaho history and culture courses. Pilot interdisciplinary projects to create virtual osteology museum collections (<http://vzap.iri.isu.edu>), and a project to make artifacts from western Alaska available to stakeholder communities have generated enthusiasm in both the public and scientific communities (<http://anthropology.isu.edu/HotSpringsSite/Artifacts.html>). Pls propose to use the scanning, imaging, and information management tools within the Informatics Research Institute (IRI) and the Idaho Virtualization Laboratory (IVL), to create a suite of virtual museum educational modules and collections for the presentation of Idaho history, culture, archaeology, and geography.

Technology Enhanced Business Education

Joanne Tokle

\$81,000

The College of Business at Idaho State University provides business education for both undergraduate and graduate students, many of whom are non-traditional and need the flexibility of alternative methods of course delivery, including online classes. Community and business leaders in the Wood River Valley expressed their desire for business education in that region. In addition, the Idaho National Laboratory has also stated that many of their employees that work non-typical schedules have few options for business education. The primary objective of this proposal is to deliver educational services to these groups and support economic development and work force training in areas of Idaho that are currently underserved. PI proposes to utilize an array of innovative technologies, including web conferencing, on-demand video recordings, and asynchronous technologies in business "core" courses to make them accessible to a wider range of students. Periodic, face-to-face class meetings, held in the Wood River Valley area, will supplement the online technologies, providing opportunities for more intimate interactions among student and faculty. In addition, the Idaho Education Network (IEN) will be combined with a newly-outfitted classroom in the College of Business to provide synchronous instruction for residents in the Wood River Valley. This project will greatly improve access to business education and, therefore, result in an improved economic development environment in Idaho.

Boise State University Projects

Em-Po WeR-ing Student Success through Video Tutorials

Sara Seely

\$24,700

This project builds upon the initiative that was funded last year to create a series of streaming video tutorials that teach information literacy. High-quality instruction for students on how to locate, evaluate, and use information effectively in their first years of higher education is key to ensuring that students can meet their own information needs in an academic setting and transfer those skills to the workplace. To leverage library faculty expertise and reach the greatest number of students at their point of need, Boise State librarians created streaming video tutorials that teach research skills. Because these tutorials must be customized to local resources and curriculum needs, they are unavailable commercially. In Year 1, librarians worked with faculty teaching English Composition 102 to build on current Project Writing and Research (PoWeR), an initiative to incorporate library research instruction into the First Year Writing curriculum. In Year 2, Pls will (1) Train additional library faculty in advanced tutorial creation software and pedagogy; (2) Develop and build or revise at least 10 new tutorials and host them on the BSU Library website; (3) Identify and provide context for tutorials produced at outside organizations, when such tutorials match the technical specifications of local systems and our pedagogical criteria; (4) Host an 8-hour institute during which 15 new English 102 instructors and library faculty redesign English 102 syllabi and assignments to incorporate video tutorials and research instruction; (5) Conduct student pre- and post-tests in English 102 courses and carry out a student portfolio assessment; (6) Conduct a faculty focus group with institute participants; and (7) Revise tutorials based on assessment results and the changing of research resources.

Development of a Biomolecular Immunology Lab Course: Integrating Advanced Technology, Bioinformatics, and 3-D Molecular Visualization

Denise Wingett

\$19,800

This project will develop and implement a contemporary immunology laboratory course that incorporates multiple high-technology facilities and advanced scientific instrumentation to enhance the quality of the learning environment at Boise State University. This new molecular immunology laboratory course not only supports student education and professional development in health care and biomedical research, but utilizes several components of advanced technology that are present on the BSU campus but currently under-utilized. This new laboratory course enriches student educational opportunities in biomolecular science by incorporating a state-of-the-art fluorescent-activated cell sorter, an instrument recently acquired with funding (~\$500,000) from the National Science Foundation. This technology is integral to many biomedical applications and clinical applications, and promotes student learning about the individual nature and changing properties of cells comprising the immune system. Students will also gain an understanding of how to apply this technology to address fundamental problems in science and biology.

Improving Faculty Effectiveness: Syncing Student Feedback with Digitized Lecture Performance

R. Eric Landrum

\$38,300

This project will combine existing technologies for the purpose understanding the detailed and complex issues surrounding faculty lectures to students, and better understand students' simultaneous assessment of the lecture experience. This project weds two existing technologies in a unique and innovative approach to create a digital video database of best practices of teaching to help other faculty improve instruction and create synchronized evaluative data derived from the videotaped lecture segments on multiple dimensions of critical teacher behaviors. These goals will be achieved by (1) digitally recording multiple lectures by participating faculty; (2) developing a "teaching events" coding scheme to allow classification of teaching events recorded during lectures; (3) using play-analysis software (the same software used to analyze athletic performance) to review, code, and classify faculty lecture behaviors for further analysis; (4) developing an archival database of lecture behaviors for further professional-development opportunities for faculty and to develop a "best practices" guide demonstrating multiple examples of teaching events from diverse disciplines; (5) using the outcomes from faculty lecture segments to collect and document student evaluations of lecture behaviors on multiple dimensions, (using student response systems to provide synchronous feedback to teaching events); (6) based on actual lecture segments and synced student evaluation data, generating further recommendations for best practices of the most effective teacher behaviors as reported by undergraduate students.

Open Source Enterprise Lecture Capture Solution

Brian Bolt
\$114,700

This project proposes to implement and study a next-generation deployment of lecture capture that will build upon existing lecture-capture trial of Echo360 and iTunesU, with the aim of taking Boise State to the next level of learning productivity and cost effectiveness. The project is a joint effort by faculty, Academic Technologies, the Office of Information Technology, and a consortium of universities including Indiana, Northwestern, and others to develop documentation, training materials, and best-practice methods. Boise State will partner with the Opencast community in the development of a comprehensive suite of open-source, free, or low-cost technologies related to lecture capture. In contrast to earlier commercial approaches, our approach emphasizes (1) lower costs, by using primarily free software and generic off-the-shelf hardware; (2) high scalability, including the ability to easily add lecture-capture facilities, add multiple rich-media audio/video objects, and add such delivery options as synchronous or asynchronous streamed content or delayed/podcasted content; and (3) increased impact and integration by linking to an existing learning-management system (Blackboard), to iTunesU, and to student-owned technologies such as smart phones, notebooks, and iPods. The project will study the effectiveness of the implemented systems through analysis of usage logs, surveys of student satisfaction, and comparisons with existing lecture capture systems.

Moving the Best Practices of Writing Pedagogy into the Online Classroom
Stephanie Cox
\$63,400

This project will develop a model for providing specialized training for online writing teachers, focusing both on effective pedagogy and on designing courses. Pls intend to create and enact a year-long pilot program. By training, mentoring, and equipping online writing instructors, this project will enable the English Department to offer more online writing classes (primarily E101 and E102—required for all students), thereby increasing student access to many other courses with these prerequisites. The information obtained from research and assessment of this project will advance the instruction of online classes well beyond the life of the grant. The data will contribute to national discussions of “best practices”, which will circle back to support innovation and research about online writing instruction at Boise State University, with the final aim of increasing student learning and performance.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

SUBJECT

Approval of Higher Education Research Council (HERC) FY11 Budget

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W.3., Higher Education Research Council Policy
Senate Bill No. 1207 Appropriations – College and Universities - System-wide Programs

BACKGROUND/DISCUSSION

The State Board of Education was appropriated \$1,435,500 for FY 2011 through the colleges and universities appropriation to be used for the mission and goals of the Higher Education Research Council (HERC).

On April 22, 2010, the Board supported a proposal developed by the Vice Presidents for Research to redirect funds that had been allocated to the Research Center funding for Fiscal Year 2011 to create a gap fund entitled ***Idaho Technology Incubation Fund***. The development of this fund would 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 Board office provided HERC with a proposed distribution of funds for FY 2011 to include the incubation fund, which is under a new heading per proposed amended policy entitled Target Research Funding. Amendments to Board Policy III.W., Higher Education Research are provided under a separate agenda item for the Board's consideration. HERC has reviewed the budget and forwards their recommendation to disburse the FY 2011 allocation as outlined on page 3.

IMPACT

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.

ATTACHMENTS

Attachment 1 – FY11 HERC Budget

Page 3

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

STAFF COMMENTS AND RECOMMENDATIONS

The Higher Education Research Council reviewed and recommended approval of the FY 2011 budget allocation at their May 6, 2010 meeting. Staff recommends approval of the budget as presented.

BOARD ACTION

A motion to approve the FY 2011 HERC Budget Allocation as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FY 2011 Allocation of HERC Funds

<u>Amount to be Awarded</u>	<u>Proposed Allocation</u>
\$1,435,500	
Infrastructure Funds	
BSU	\$125,000
ISU	\$125,000
UI	\$200,000
LCSC	\$50,000
Total Infrastructure	\$500,000
Matching Award Grants	
NSF-EPSCoR (UI)	\$600,000
Total Matching Grants	\$600,000
Targeted Research	
Idaho Incubation Fund	\$333,000
Total Targeted Research	\$333,000
Research Centers	
Total Research Center	\$0
Administrative Costs	
FY11 Administrative Costs	\$2,500
Total Administrative Costs	\$2,500
Total Budget / Allocation	\$1,435,500
	\$1,435,500

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT

Recommendation to update the current definition and references to Tech Prep in SBOE Policy III.Y., Advanced Opportunities.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.Y., Advanced Opportunities; Idaho Code 33-2211.Powers of State Board for Professional-Technical Education; Idaho Administrative code, IDAPA 55.01.01, The Division of Professional-Technical Education – Rules Governing Administration

BACKGROUND/DISCUSSION

The current definition of and references to Tech Prep in SBOE Policy III.Y. Advanced Opportunities need to be updated to reflect the changes that resulted from changes to the federal Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV). Six regional Advanced Learning Partnerships (ALP) were formed to further efforts of the six Tech Prep consortia funded under the previous Perkins legislation. Program articulation agreements developed by the Tech Prep Consortia used the “2 + 2” framework of two years of high school combined with two years of postsecondary technical education. The ALP uses course-to-course articulation as the tech prep organizational structure to link secondary and postsecondary Professional-Technical programs through articulation agreements. Tech prep articulation agreements align secondary and postsecondary courses in order to provide a seamless, non-duplicative transition from high school to postsecondary PTE programs. Tech prep articulation agreements also provide students with an opportunity to earn college credit toward a technical certificate or an associate’s degree.

IMPACT

There is no fiscal impact. Approval will bring Board policy in alignment with the Carl D. Perkins Act of 2006.

ATTACHMENTS

Attachment 1 – Requested Amendments to SBOE Policy
III.Y, Advanced Opportunities

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff, the Council of Academic Affairs and Programs (CAAP), and the Instruction, Research and Student Affairs Committee (IRSA) recommends approval of policy amendments to Section III.Y., Advanced Opportunities and the Idaho Standards for Advanced Opportunities Programs as submitted.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

BOARD ACTION

A motion to approve the request by the Division of Professional-Technical Education to amend the Idaho State Board of Education Governing Policies & Procedures, Section III.Y., Advanced Opportunities as shown in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

~~December 2009~~ August 2010

1. Coverage

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

2. Purpose

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

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

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

3. Definitions

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

a. Advanced Placement® (AP)

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

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

December 2009-August 2010

b. Dual Credit

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

c. Tech Prep

~~Tech Prep is a sequenced program of study that combines at least two years of secondary and two years of postsecondary education. It is designed to help students gain academic knowledge and technical skills, and often earn college credit for their secondary coursework. Programs are intended to lead to an associate's degree or a certificate in a specific career field, and ultimately, to high wage, high skill employment or advanced postsecondary training. Professional-technical education programs are delivered through comprehensive high schools, professional-technical schools, and technical colleges. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a technical college. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate or an associate of applied science degree.~~

d. International Baccalaureate (IB)

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

4. Idaho Programs Standards for Advanced Opportunities Programs

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards, which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate.

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

Curriculum

Curriculum 1 (C1)	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course

GOVERNING POLICIES AND PROCEDURES**SECTION: III. POSTSECONDARY AFFAIRS****SUBSECTION: Y. Advanced Opportunities****December 2009-August 2010**

Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution

Faculty

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

Students

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

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

~~December 2009~~ August 2010**Assessment**

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

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and State Board to include at least the following: course evaluations by dual credit students, follow-up of the dual credit graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and State Board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is reviewed annually by the Council on Academic Affairs and Programs (CAAP) at their April meeting to ensure the rate is comparable among institutions within the state and in comparison to adjacent states.
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

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

A.	The student is admitted by the postsecondary institution as a non-matriculating

GOVERNING POLICIES AND PROCEDURESSECTION: **III. POSTSECONDARY AFFAIRS**SUBSECTION: **Y. Advanced Opportunities**~~December 2009~~ **August 2010**

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

c. **Advanced Placement Standards**

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

GOVERNING POLICIES AND PROCEDURES**SECTION: III. POSTSECONDARY AFFAIRS****SUBSECTION: Y. Advanced Opportunities****~~December 2009~~ August 2010****Curriculum**

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

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

~~December 2009~~ August 2010**Faculty**

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

Students/Parents

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

Assessment

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

Program Administration and Evaluation

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

d. Tech Prep Standards

Professional-Technical Education programs in Idaho ~~is~~ are delivered through comprehensive high schools, professional-technical schools, and the technical college system. ~~An approved articulation agreement allows the student to earn postsecondary credit while in a secondary school that leads to a specific postsecondary two-year certificate, degree, or apprenticeship.~~ Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a postsecondary institution. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate, an associate of applied science degree, or towards a baccalaureate degree.

Curriculum

Curriculum 1 (C1)	~~A Tech Prep course must have an approved articulation agreement with a postsecondary institution. Articulated agreements must include a curriculum outline that lists at least two years of secondary and two or more years of postsecondary professional-technical courses in an unduplicated sequence with a common core of required proficiency.~~
Curriculum 2	~~The curriculum must identify student competencies in math, science, and~~

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

December 2009-August 2010

(C2)	~~communication including applied academics and work-site learning experiences in a coherent sequence of courses.~~
Curriculum 32 (C32)	Secondary and postsecondary educators must agree on the ~~common core of required proficiency~~ <u>technical competencies</u> and agree to ~~meet that the level of proficiency in the program.~~
Curriculum 4 (C4)	Tech Prep program proposals must provide equal access to members of special populations.

Faculty

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

Students/Parents

Students 1 (S1)	~~To receive articulated credit, students must apply for and must be accepted into the program.~~ <u>Tech Prep students are high school students.</u>
Students 2 (S2)	~~Information must be available from the high school counselor, Tech Prep Coordinator or other faculty members regarding admission, course content, costs, credit offered and student responsibility.~~ <u>At the completion of the Tech Prep course the instructor will recommend students eligible for college credit based on their performance. To be eligible for college credit students must receive a grade of B or complete a minimum of 80% of the competencies in the course.</u>
Students 3 (S3)	~~The students are assessed for high school and postsecondary credit according to the requirements of the articulation agreement determined by the high school and the articulated institution.~~

Assessment

Assessment 1 (A1)	~~Approved end of course assessments must be administered to senior students enrolled in a Professional Technical School who have completed the required sequence of instruction.~~ <u>The students are assessed for high school and postsecondary credit according to the requirements of the articulation agreement.</u>

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	<u>The technical college in each region administers the Advanced Learning Partnership (ALP). The ~~S~~school districts in each region are members of the ALP. The Tech Prep program is administered through the six <u>Advanced Learning Partnerships consortia</u> and each of the technical colleges serves as the fiscal agent. <u>The ALP Advisory Committee meets at least twice per school year.</u></u>
Admin & Evaluation 2 (AE2)	Each ~~Tech Prep~~ articulated <u>ion</u> agreement must be reviewed annually.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

SUBJECT

Second Reading, Proposed Amendments to Board Policy III.W. Higher Education Research

REFERENCE

April 22, 2010

First Reading, Board Policy III.W., Higher Education Research approved.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research Council Policy

BACKGROUND/DISCUSSION

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.

IMPACT

There have been no additional changes between the first and second readings. 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 (IRSA), the Higher Education Research Council (HERC), and Board staff recommend approval of the proposed amendments to Board Policy III.W. as presented.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

BOARD ACTION

A motion to approve the second reading of proposed amendments to Board Policy III.W. Higher Education Research to include the restructure of HERC as submitted.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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) provides guidance 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 for and oversees the use of the limited resources of the State of Idaho provided by the Legislature for research by promoting research activities that will have the greatest beneficial effect on the quality of education and the economy of the State. The implementation of the higher education research policy of the Board will be the duty and responsibility of 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

The significant role science, technology and other research play in statewide economic development is also accompanied by 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. 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 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.

This 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;

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- (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.
 - (2) Research plays an important role in maintaining and enhancing faculty quality.
 - (3) Academic research contributes to economic development.
- 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 is a vehicle for identification of research objectives and areas.

c. Specific Funding Programs to Strengthen 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.

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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 guidelines approved by 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, startup funds for new hires, and incentives to reward faculty for their research achievements.

ii. Targeted 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.

- (1) All projects selected for funding under this program 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 HERC, will incorporate an 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 are made through focused research centers. These centers should involve 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. State funding should be supplemented by non-state matching funds.

iv. State Matching Awards

Under this program 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:

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- (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
- (4) Business and Industry
- (5) Other

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 HERC.

d. 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 will report to the Board through the Instruction, Research and Student Affairs Committee. The assigned responsibilities of HERC will include the following:

- (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;
- (4) organize the review procedures for proposals submitted under the guidelines mandated and recommend to the Board which of these proposals should be funded;

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- (5) monitor the productivity of each funded project to warrant continued funding and to provide accountability.

The membership of 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.

The Board shall appoint the four non-institutional representatives. 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.

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 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.

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:

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- 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.
- (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.

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- (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.

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.

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: W. Higher Education Research

~~October 2009~~ June 2010

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.

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: W. Higher Education Research

~~October 2009~~ June 2010

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

SUBJECT

Second Reading, Proposed addition to Board Policy III.P., Students

REFERENCE

April 22, 2010 First Reading, Board Policy III.P., Students was approved.

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

There have been no additional changes between the first and second readings. 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 after exhausting remedies at the institutional level.

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 second reading of the proposed addition to Board Policy III.P., Students as submitted.

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
JUNE 17, 2010

SUBJECT

Second Reading, New Proposed Board Policy III.A.B., Idaho Rural Physician Incentive Program Oversight Committee

REFERENCE

April 22, 2010 First Reading, Board Policy III.A.B., Idaho Rural Physician Incentive Program Oversight Committee was approved.

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

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

Board staff and the Instruction, Research and Student Affairs Committee (IRSA) recommends approval of the new proposed Board Policy as presented.

BOARD ACTION

A motion to approve the Second 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- June 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- June 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
JUNE 17, 2010

SUBJECT

Course Transfer and Articulation Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.O., Curriculum Equivalency Schedules and Idaho State Board of Education Governing Policies and Procedures, Section III.V., Statewide Articulation and Associate Degree

BACKGROUND/DISCUSSION

The process of course transfer is becoming more important because students are increasingly mobile. "Swirling" is a new term that has been coined to reflect students enrolled simultaneously in more than one institution, and transferring among institutions. These trends are made possible by distance learning and electronic course delivery. Course transfer and articulation have also become electronically accessible through professionally designed websites and free host locations like "collegetransfer.net."

Transfer articulation is being addressed in many ways at the institutional level. Board approved core courses transfer across all institutions. Colleges and Universities have articulations that enable students to move seamlessly from one institution to another, particularly when moving to the next higher degree. Colleges and universities also have 2+2 agreements which expedite completion and graduation.

Several states are using electronic course transfer websites including Illinois, South Carolina, Pennsylvania and Arkansas. Idaho colleges and universities are considering a pilot project to upload core courses to "collegetransfer.net." This is a free service already hosting several thousand courses from hundreds of institutions around the world.

Board policy regarding transfer is being revised and updated, and will be presented for the first reading at the August Board meeting. This report has been prepared in response to legislative and Board inquiries. It offers an overview of how Idaho courses transfer among institutions, and provides recommendations for streamlining transfer and articulation through electronic portals which offer transparent and accountable user friendly applications.

IMPACT

If the Board wished to pursue developing an electronic portal, with a national course transfer company, there would be a cost. Start-up would be approximately \$145,000 divided by 8 institutions at a cost of about \$18,000 per institution.

ATTACHMENTS

Attachment 1 – Power Point presentation

Page 3

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
JUNE 17, 2010

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends that Board policy on transfer is updated and vetted by institutions, that expanded inter institutional articulations are developed, that institutions work toward common course numbering and explore professionally developed online portals for course transfer.

BOARD ACTION

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

Course Transferability ATTACHMENT 1

paving the way to degree completion

NATIONALLY
STUDENTS ARE MOBILE
CREDITS SHOULD BE PORTABLE



What course transfer is NOT



automatic acceptance of all credits
from any institution

students don't always understand
differences in programs

What course transfer means



applying credits from a Board recognized accredited school, to another institution

students don't always understand prerequisites, implications of career changes or accreditation requirements

National facts on transferability



**60 % OF ALL STUDENTS WILL TRANSFER AT LEAST
ONCE**

**“SWIRLING” AMONG INSTITUTIONS IS BECOMING
COMMON**

**MANY UNIVERSITIES PROVIDE TRANSFER
ARTICULATION PORTALS**



Idaho has achieved

Core course transferability

Admissions agreements among institutions

Is expanding 2+2 articulations

Many international articulation agreements

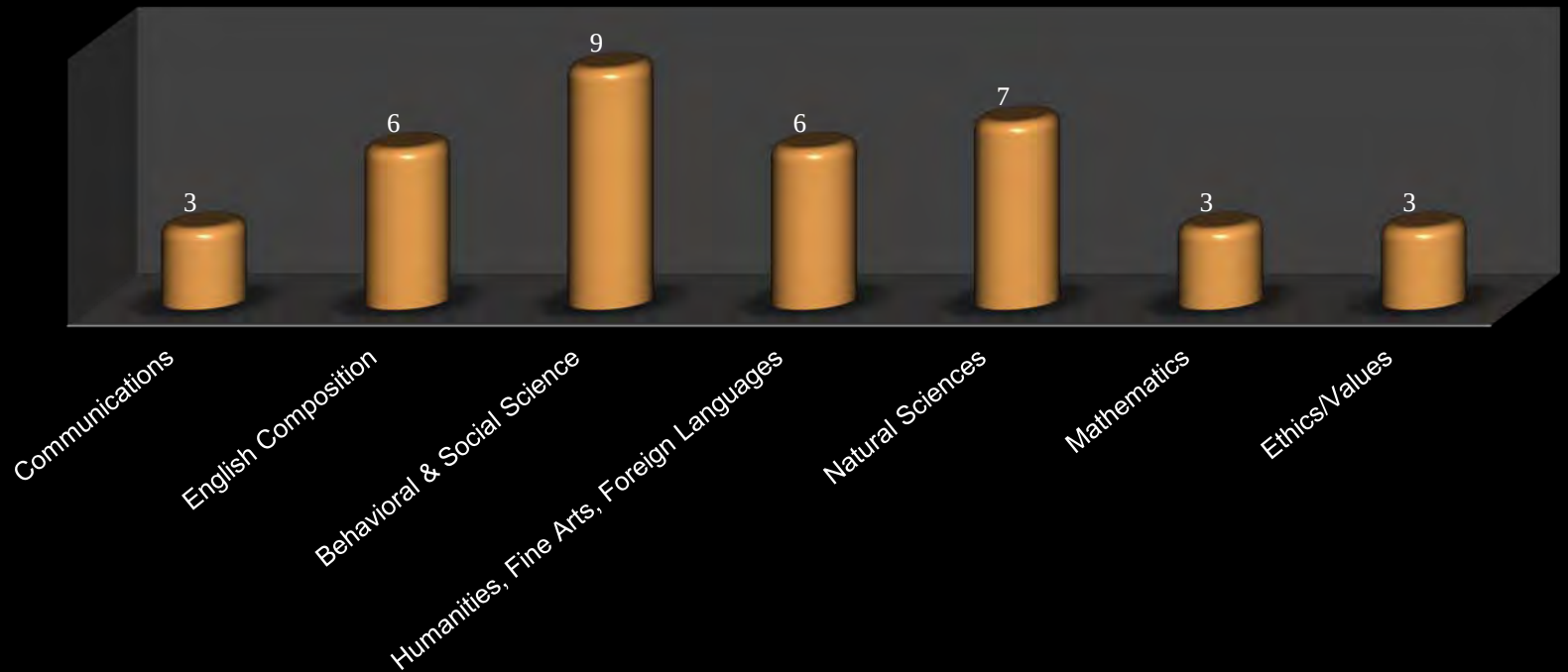
Idaho has 8 diverse public postsecondary institutions

- All institutions meet Idaho code
- Institutions have diverse requirements and need flexibility
- All institutions must meet national and specialized accreditation standards

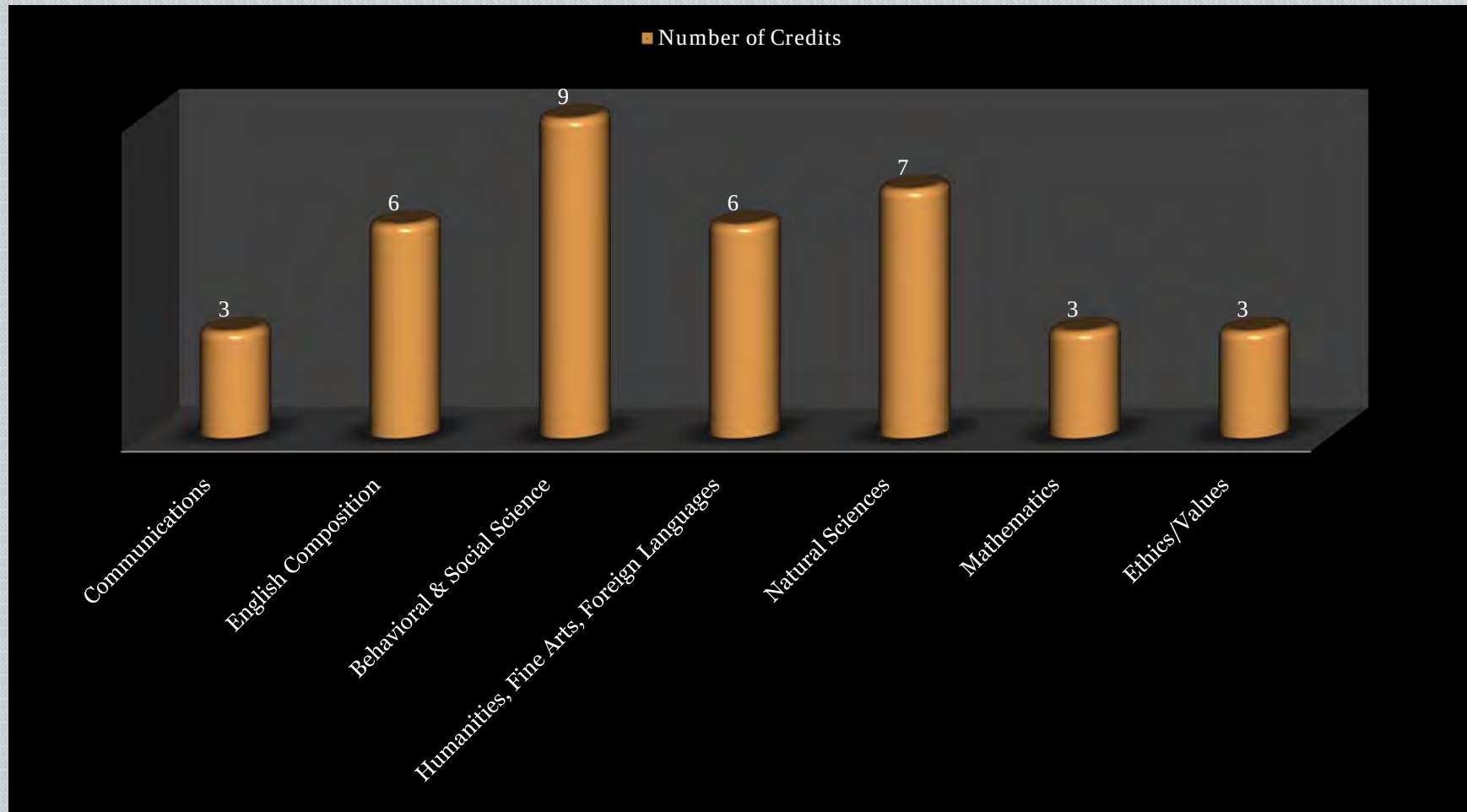
Board General Education Core



■ Number of Credits



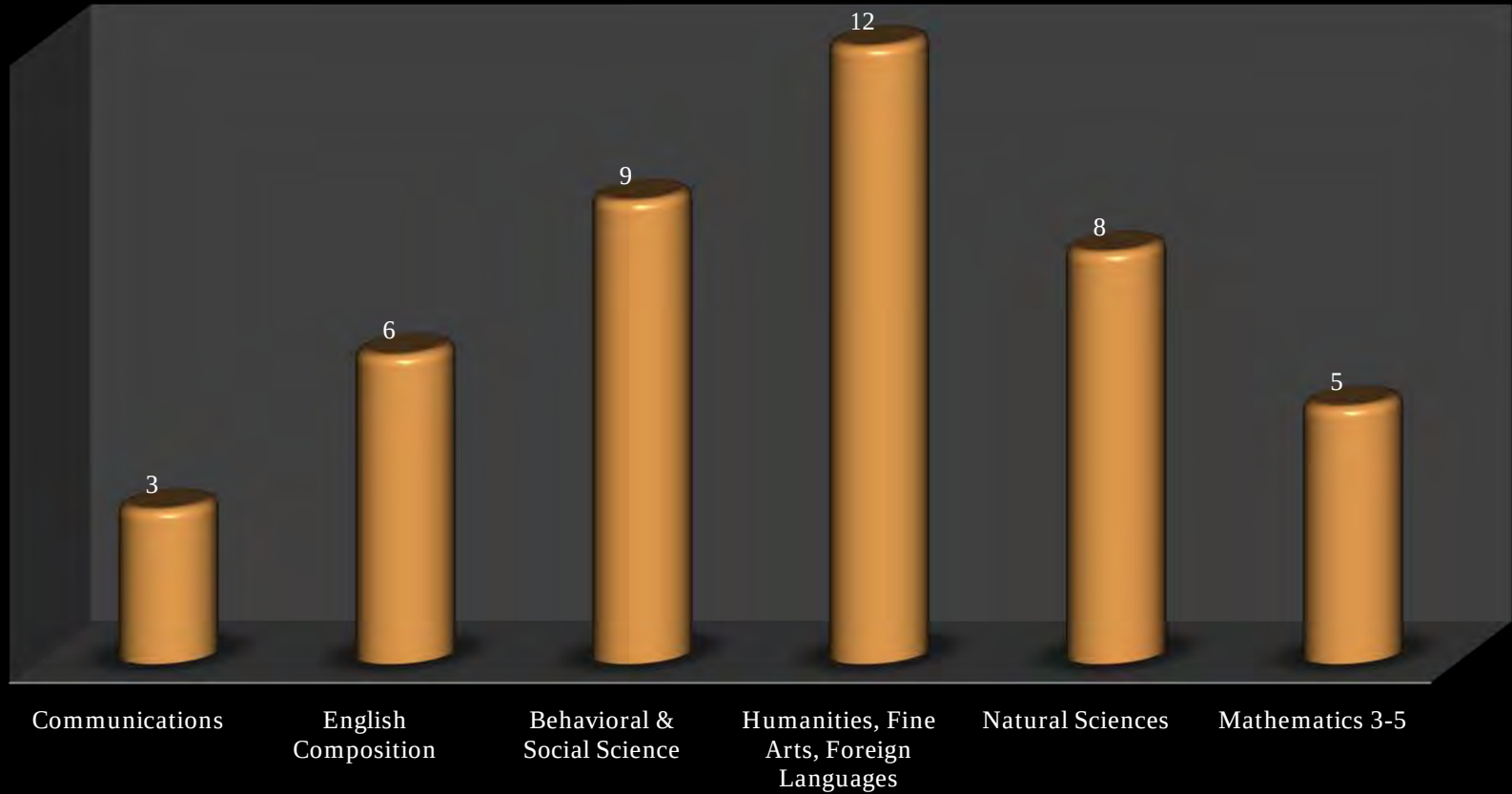
LCSC General Education Core



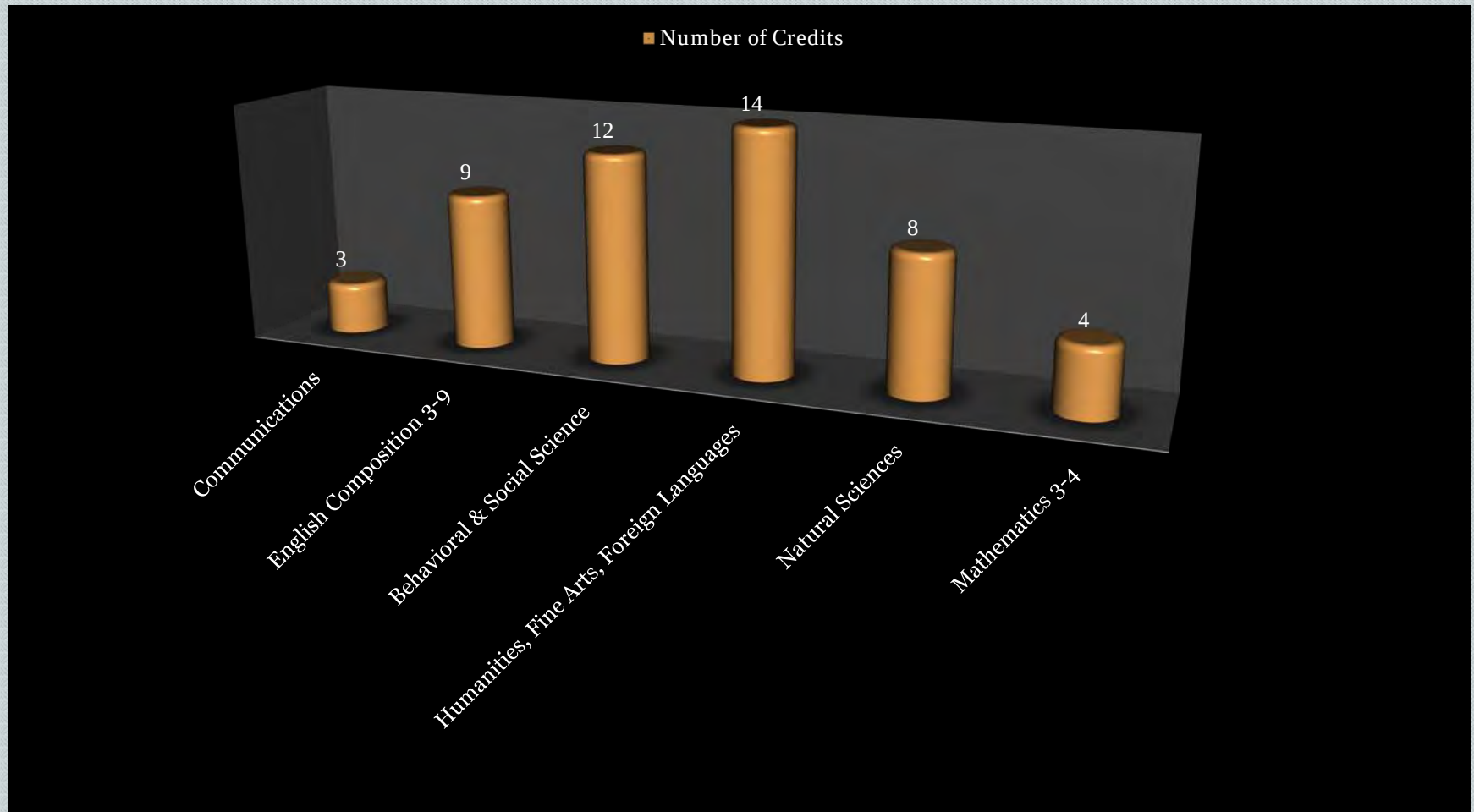
BSU General Education Core



■ Number of Credits



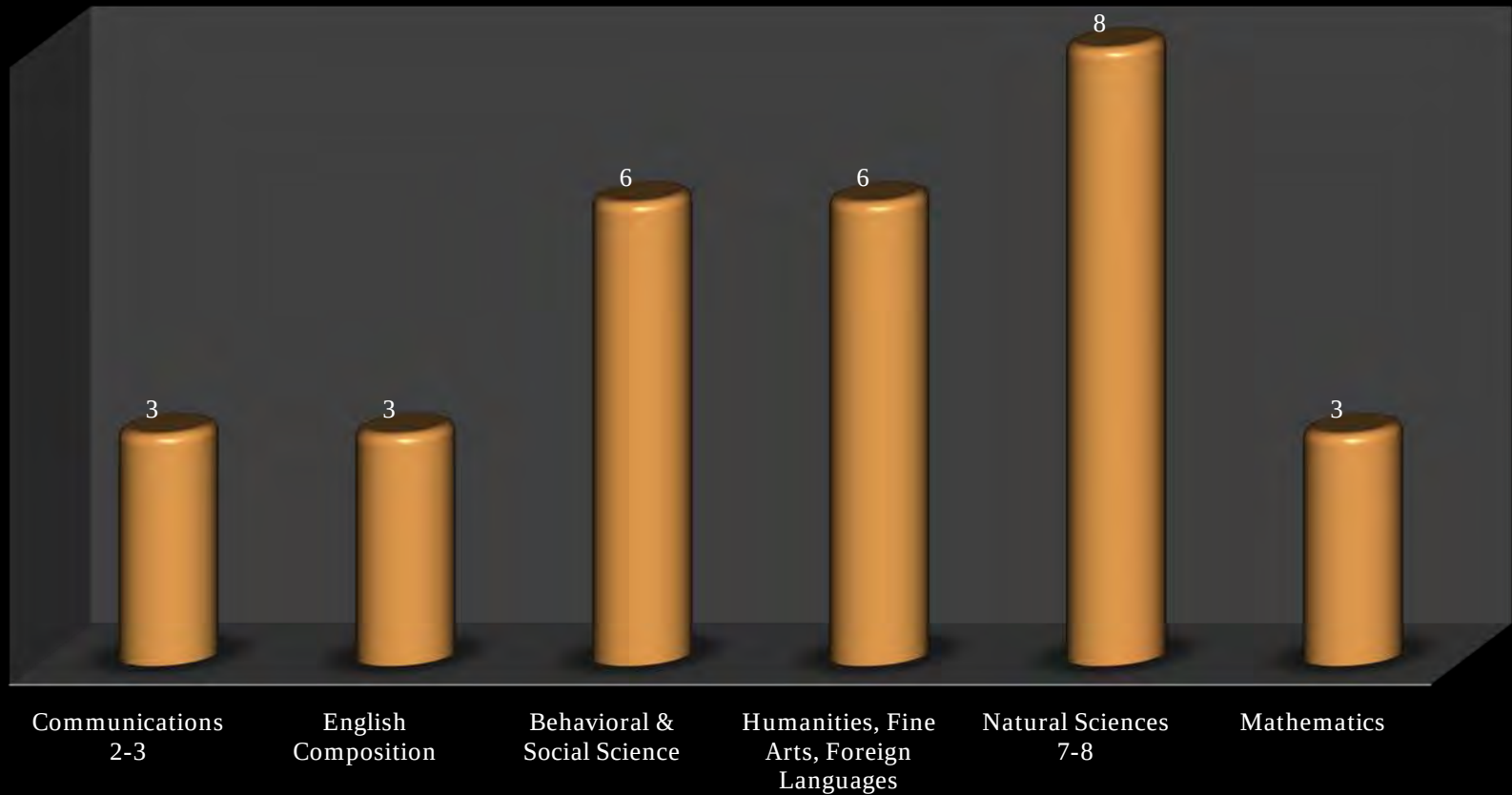
ISU General Education Core



Uof I General Education Core



■ Number of Credits





Idaho has achieved

transfer agreements
online

centralized search on
the Board website

Board Policy
revisions

Idaho postsecondary institutions collaborate

- Registrars meet regularly and review transfer and articulation agreements
- A work group is developing expanding transferability
- Local Operations Committees are reviewing “swirling” enrollments

How do our students view transfer options ?



UNIVERSITY OF IDAHO
COLLEGE OF SOUTHERN IDAHO
BOISE STATE UNIVERSITY
IDAHO STATE UNIVERSITY
EASTERN IDAHO TECHNICAL COLLEGE
COLLEGE OF WESTERN IDAHO
NORTH IDAHO COLLEGE
LEWIS AND CLARK STATE COLLEGE

http://www.boardofed.idaho.gov/public_col_univ/credit_transfer.asp

<http://www.collegetransfer.net/>

Idaho offers specialized MOUs



**MORE THAN 100 ARTICULATIONS ARE
OFFERED AMONG STATE AND
INTERNATIONAL INSTITUTIONS
FOR COURSE TRANSFER**

Contemporary Options



Commercial transfer options

- Academy One

<http://www.academyone.com>

- Red Lantern

<http://www.redlanternu.com/>

- CAAS

<http://www.caas-cw.org/>

In-house transfer projects

- Access Idaho

- Home grown

- Interinstitutional collaborations



Students from anywhere in the country can evaluate their credits for transfer to Idaho

Students in all parts of the world could match their course work to Idaho colleges and universities

More students would consider Idaho as their college choice

Provides competitive advantage for dual credit high school students from in state and out of state



Why do many states provide online portals to promote course transfer?

Recommendations



- Continue to streamline online transfer portals
- Develop shared repository of transfer articulations
- Expand 2+2 articulations between institutions
- Continue to advise students on navigating the transfer process options
- Engage in research and funding that streamlines the portability of college credits
- Develop common course numbering where applicable
- Affirm Board policy on transfer
- Continue pilot project with transfer.net

**STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010**

TAB	DESCRIPTION	ACTION
1	SCHOOL DISTRICT PROPERTY ALTERATION, JEFFERSON- MADISON	Motion to Approve
2	DIRECT MATH AND DIRECT WRITING ASSESSMENT WAIVER	Motion to Approve
3	TEMPORARY AND PROPOSED RULE- IDAPA 08.02.02.016, RULES GOVERNING UNIFORMITY, IDAHO EDUCATOR CREDENTIAL	Motion to Approve
4	PROPOSED RULE- IDAPA 08.02.02.027, RULES GOVERNING UNIFORMITY, PUPIL PERSONNEL SERVICES CERTIFICATE	Motion to Approve
5	TEMPORARY AND PROPOSED RULE- IDAPA 08.02.03.112, RULES GOVERNING THOROUGHNESS, ACCOUNTABILITY	Motion to Approve
6	ITEM PULLED	
7	APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION	Motion to Approve
8	UNIVERSITY OF PHOENIX MASTER OF ARTS IN EDUCATION PROGRAM REVIEW	Motion to Approve
9	NORTHWEST NAZARENE UNIVERSITY DIRECTOR OF SPECIAL EDUCATION AND RELATED SERVICES PROGRAM REVIEW	Motion to Approve
10	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR WALLACE SCHOOL DISTRICT	Motion to Approve
11	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR GARDEN VALLEY SCHOOL DISTRICT	Motion to Approve

**STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010**

12	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR KELLOGG SCHOOL DISTRICT	Motion to Approve
13	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR OROFINO SCHOOL DISTRICT	Motion to Approve
14	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR ST MARIES SCHOOL DISTRICT	Motion to Approve
15	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR MOSCOW SCHOOL DISTRICT	Motion to Approve
16	REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP FOR HORSE SHOE BEND SCHOOL DISTRICT	Motion to Approve
17	REQUESTS TO TRANSPORT STUDENTS LESS THAN ONE AND ONE-HALF MILES/SAFETY BUSING	Motion to Approve

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

SUBJECT

Alteration of School District Boundaries from the Jefferson Joint School District to the Madison 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. Jennifer South, a resident of the South Menan Butte submitted a petition for the excision/annexation of property from the Jefferson Joint School District to the Madison 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 states that the petitioners want their children to attend the Madison School District six reasons. First, they “live in Madison County and want to attend Madison county school[s] officially without question”. Second, they want their taxes going to Madison School District without having to petition from the Madison School District to the Jefferson Joint School District. Third, they want their children “to be able to attend Madison County schools and be bussed to and from school.” Fourth, they “do not want to be worried each year regarding whether or not [their] children would be accepted into the Madison School District with the out-of-district paperwork. Fifth, they feel there “is an issue of taxation without representation because they are not allowed to vote on bond issues of the schools [their] children are attending. Finally, they want their children to attend Madison School District because they “feel that the teachers, music programs, curriculum and other areas are excellent.”

The Jefferson Joint School Board of Trustees considered the petition and approved the following resolution:

A petition for de-annexation of real property from the Jefferson School District #251 and annexation of the same property into the Madison School District having been signed by more than $\frac{1}{4}$ of the school district electors in the affected area and it appearing that the proposed change will not result in the Jefferson School District #251 having a bonded indebtedness in excess of the statutory limits the District directs that the petition be forwarded to the State Board of Education for review and action. The District notes that it is able and willing to provide educational services to the children in the affected area, although a significant number of such students are currently attending school in the Madison School District pursuant to waivers.

STATE DEPARTMENT OF EDUCATION

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The Madison School Board of Trustees considered the petition and approved 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 recommended that the Idaho State Board of Education approve the proposal and submit the matter for consideration to the school district electors residing in the area described in a corrected legal description submitted in support of the petition. The recommendation is based upon the findings that the petition is in the best interest of the children residing in the area and the excision would not leave the school district with a bonded debt in excess of the limit prescribed by law. The hearing officer's recommendation and exhibits are attached. These include the documents as originally submitted to the State Department of Education.

ATTACHMENTS

Attachment 1 – Hearing Officer's Recommendation	Page 3
Attachment 2 – Petition and Letters/Responses by School Boards	Page 10
Attachment 3 – Written Materials Received by Hearing Officer Before or at Hearing	Page 27
Attachment 4 – List of Persons Giving Oral Statements at Hearing	Page 47

BOARD ACTION

A motion to approve the findings and conclusions in the recommended order issued by the hearing officer and to approve the excision and annexation of property from the Jefferson Joint School District to the Madison School District.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

Paul B. Rippel, ISBN 2762, Hearing Officer
HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
428 Park Avenue
P. O. Box 51219
Idaho Falls, Idaho 83405-1219
Telephone: 208-523-4445
Fax: 208-523-4474

BEFORE THE IDAHO STATE BOARD OF EDUCATION

IN RE: PETITION SUBMITTED BY	)	
JENNIFER SOUTH PROPOSING	)	
ALTERING SCHOOL DISTRICT	)	FINDINGS OF FACT
BOUNDARIES OF MADISON #321	)	AND RECOMMENDATION
AND JEFFERSON #251- Idaho Code	)	
Section 33-308 and IDAPA 08.02.01.050	)	

Pursuant to Idaho Code section 33-308 and IDAPA 08.02.01.050, upon notice duly given, and under authority of the Idaho State Board of Education and the Idaho Department of Education, Paul B. Rippel acted as Hearing Officer and conducted a public hearing on that certain Petition from Jennifer South seeking to excise certain lands from Jefferson Joint School District # 251 and annex them into adjacent and contiguous Madison School District #321. The hearing was held at the City Hall Building in the City of Menan, Idaho, on Wednesday, the 7th day of April, 2010, beginning at 6:30 p.m. In accordance with Idaho Code and the IDAPA provisions relating to excision and annexation to change boundaries of contiguous school districts, the hearing was held in

FINDINGS OF FACT AND RECOMMENDATION - 1

an open fashion, allowing oral presentations by anyone expressing the desire to speak, as well as permitting people to provide written materials to the Hearing Officer in supplementation of the record. Most written materials submitted were written renditions of the verbal presentation. However, there were other important pieces of information concerning financial criteria and boundary issues presented by the Jefferson School District and the Petitioner. The financial information was related to the assessed values of properties within the area proposed to be excised as well as the overall valuation of property in the District.

Idaho Code section 33-308 provides that the State Board of Education shall approve a proposal for excision and annexation (on changing a contiguous school district boundary), if it is in the best interests of the children residing in the area; and, the excision of the territory as proposed would not leave the school district losing property with a bond debt in excess of the limit then prescribed by law. Those are essentially legal criteria upon which this analysis will proceed.

These findings of fact will be stated in narrative fashion, based on an evaluation and weighing of all information in the record before the Hearing Officer. That includes the Petition and related responses from the school districts provided from the State, and information received by the Hearing Officer at or before the hearing. An Addendum containing all documentary information and a list of persons giving oral statements at hearing, accompanies this findings and recommendation.

If any Board of Education member is not familiar with the Menan Buttes, a brief study on the satellite view on Google Maps or Google Earth is suggested. They are

FINDINGS OF FACT AND RECOMMENDATION - 2

two very unique volcanic cinder cones called "buttes" by most, near the confluence of the South and North Forks of the Snake River. Geographically they are quite different from the Snake River plains topography and nearby agrarian communities or neighborhoods. A much-improved map on the proposed boundary change also exists in the Addendum, presented by the Petitioner at hearing, along with a corrected legal description. No party raised the sufficiency of the maps and description originally accompanying the Petition, but the added information clearly cures any clerical mistake or technical deficiency there might have been. The same can be said for financial information submitted on property valuations in the proposed area and the school districts.

It would be nearly impossible for Jefferson Joint School District personnel not to feel as though their District was being slighted by a Petition such as this one. Still, while expressing heart-felt allegiance to their District, they presented factual information in a commendable and professional manner.

It can be noted that, as with many public hearings, much of the information presented was anecdotal or testimonial and given from the direct perspective of the particular presenter, versus being tailored to individual criteria proposed in the Board of Education regulations. Thus, the narrative nature of these findings, though organized by subjects, should be taken as a whole, and not narrowly construed. The Board of Education regulations speak of two primary criteria promulgated in accordance with the pertinent Idaho Code, related to school district indebtedness, and children's best interests.

I. Bonded Indebtedness Limitations

FINDINGS OF FACT AND RECOMMENDATION - 3

The first legal criteria is whether allowing the change in the District boundary will put the school district that is losing property, i.e. having it excised, beyond the limit prohibited by law with respect to bonded indebtedness. As exists in the record and as announced verbally by the Hearing Officer when introducing the hearing, the initial letter in response to the Petition from the Jefferson Joint School District 251, stated that the change would not put the District beyond the legal limit. Still, the Jefferson District (school board members and superintendent) wished to present, and did without objection, information concerning the financial impact of a shift, as they had recently passed a new school bond, apparently in part on the assertion that their patrons would not see a tax increase. The point made was that by removing at least some of the taxable property from the District, other patrons would have to pay some increased amount to make up the difference and ultimately satisfy the bond. While the Administration's concern for its patrons should be commended, it does not change the fact that the District will not be beyond the bonded indebtedness proscribed by Idaho law if the Petition is granted.

II. Best Interests of the Affected Children

The second legal criteria is whether the proposed change in boundary would be in the best interests of affected children, considering all relevant information, including without limitation: (a) safety and distance issues; (b) views of the parties on the best interests of children in the affected area; (c) adjustment of the affected children to their home and neighborhood and environment; and, (d) suitability of the school(s) and facilities in the acquiring district, to accommodate added students.

FINDINGS OF FACT AND RECOMMENDATION - 4

(a) Safety and Distance Issues.

The Jefferson District presented the issue of the transportation of the affected students to the schools as one of the factors which they believed their District could better provide for the children involved. That is, except at the high school level, the children would be bused to a shorter distance to the Jefferson District schools than to Madison schools. On the other hand, as was pointed out by one of the patrons of the area, both school districts have buses in the area, since the districts are contiguous, and the Buttes are on the fringe of either school district. There was no question as to whether the children would be safe in transportation or environment in both districts. However, one of the comments by the parents at the meeting related to the current difficulty of transportation. Even though 48/56 children in the area attend Madison on waivers, i.e. transportation is not regularly provided to waived students, even though there may be 48 of them in a "neighborhood" on the edge of a school district. It was clear from the testimony, that Madison would provide consistent transportation if the area were annexed into the Madison District.

(b) Views of the Parties on the Best Interest of Affected Children

The presentations, as noted, were from either an administrator's or parent's point of view. As presented in the Petition, not contested on accuracy and relied upon by all at hearing, of the 56 children living in the area proposed for excision and annexation, 48 are currently waived into the Madison School District based on annual applications by their parents, and the other 8 are either too young to attend school or attend a different school of choice.

FINDINGS OF FACT AND RECOMMENDATION - 5

Individuals related information on why people made choices to waiver their children into Madison school district and on why they and their children have been pleased with those decisions. There is the question about the future of other children who are not yet impacted, and that would be impacted, by a change in the district boundary. However, as one parent commented, there are only 8 out of 56 children currently residing in the affected area who do not currently attend Madison District schools. This leads to the reasonable inference that for those who would subsequently attend public schools, it would be a natural transition to follow family or friends into Madison District schools.

The administrative point of view from the Jefferson District did not look at whether the boundary change might ease demand on its resources. Rather, the District expressed its continuing willingness and desire to serve the students living in the Buttes area, even though 48/56 children were already waived into the Madison District.

(c) Affected Children's Adjustment to Neighborhood and Environment

There was one unique point of view presented by a life-long resident with experience in both school districts. That gentleman liked the idea of putting the entire "Buttes" community in one school district, but he did not like the Petition as it exists, because the western boundary would go strictly down a straight survey line, north to south, on the boundary between Madison and Jefferson counties, and a few homes in Jefferson County near the buttes would be left out of the change. He felt making the change might actually cause disharmony in the "Buttes community" rather than assisting that community. His opinion relates, in a way only he expressed, to the question of the affected children's adjustment to neighborhood and environment.

FINDINGS OF FACT AND RECOMMENDATION - 6

(d) Suitability of the Acquiring District to Add Students.

The Superintendent of the Madison School District was present and commented orally concerning the ability of Madison School District to continue providing services to the 48 children currently waived into the District, as well as the District's ability to welcome additional students that might be living in the Buttes area. The principal of Burton Elementary School, just a few miles east of the Buttes in the Madison District, was likewise present. He commented that his school is a new facility with the ability and capacity to serve additional students from the Buttes area. No one present implied in any way that either school district was not a "good school district" with appropriate facilities and qualified instructional and administrative personnel. Jefferson School District No. 251 personnel stressed that they remained prepared to serve students from the affected area in their facilities.

RECOMMENDATION ON PROPOSAL PRESENTED BY PETITION

Based upon the legal criteria and the foregoing findings of fact, it is the recommendation of this Hearing Officer that the Idaho State Board of Education approve the proposal to excise certain lands as proposed from the Jefferson School District No. 251, and annex it to Madison School District No. 321 and submit the matter for consideration of the school district electors residing in the area described in the corrected description submitted in support of the Petition. This recommendation is based upon the above-stated findings that the legal criteria have been met: (1) that it is in the best interests of the children residing in the area to be affected; and, (2) the excision of the

FINDINGS OF FACT AND RECOMMENDATION - 7

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

territory from Jefferson School District No. 251 would not leave that school district with a bonded debt in excess of the limit prescribed by law.

DATED this 22nd day of April, 2010.


Paul B. Rippel, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon the persons named below, by first class, pre-paid mail

DATED this 22nd day of April, 2010.



Madison School District #321
290 North First East
P. O. Box 830
Rexburg, Idaho 83440

Jefferson Joint School District #251
201 Idaho Avenue
Rigby, Idaho 83442

Jennifer South, Petitioner
9138 Outlaw Pass
Menan, Idaho 83434

Idaho State Board of Education
c/o Camille Wells, State Department of Education
Via e-mail attachment

FINDINGS OF FACT AND RECOMMENDATION - 8

BEFORE THE IDAHO STATE BOARD OF EDUCATION

IN RE: PETITION SUBMITTED BY)
JENNIFER SOUTH PROPOSING)
ALTERING SCHOOL DISTRICT)
BOUNDARIES OF MADISON #321)
AND JEFFERSON #251- Idaho Code)
Section 33-308 and IDAPA 08.02.01.050)
_____)

ADDENDUM

INITIAL MATERIALS: PETITION AND
LETTERS/RESPONSES BY
RESPECTIVE SCHOOL BOARDS

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010



Madison School District 321

290 North First East; P.O. Box 830; Rexburg, ID 83440 (208) 359-3300 - phone, (208) 359-3345 - fax <http://www.d321.k12.id.us>

Geoffrey M. Thomas, Ed.D.
Superintendent

Varr Snedaker, CPA
Business Manager

Michael Bennett
Special Services Director

11-09-09

To whom it may concern,

Please find enclosed a petition from Jennifer South, a resident of Madison County who is seeking annexation of her area into the Madison School District 321. Her petition has been signed by a number of fellow residents living in the area.

This petition was presented to the Madison School District 321 Board of Trustees on 11-4-09 in a duly constituted open board meeting, and was reviewed and approved by the board at that time.

Therefore, on behalf of the Madison Board of Trustees, I am submitting this petition to the State Department of Education and the State Board of Education for consideration and approval.

Sincerely,

Geoffrey M. Thomas Ed.D.
Superintendent
Madison School District 321

Dear Members of the Madison School Board and then the State Board of Education for Idaho,

My name is Jennifer South. I am a resident of Madison County and I live on the South Menan Butte. Over 40 years ago, for a variety of reasons, the Buttes were annexed into the Jefferson School District and the children from the Buttes, with a few exceptions, went to Jefferson Schools until Kari & Jason Peterson moved to the Buttes in 2001 and decided to really look at the difference between the two school districts. They determined that the Madison School District would be a better fit for their children and they proceeded to enroll their children at Burton Elementary. My husband and I built a home on the South Butte in 2002 and after looking at class sizes at Burton Elementary and Midway Elementary, the difference in the orchestra and music programs, and the classes and curriculum offered at Madison schools, we too, decided to send our children to Madison School District. From those first 5 children attending, it has now grown to approximately 48 children attending Burton Elementary, Madison Middle School, Madison Jr. High and Madison High School. We as "butte parents" do not just dump our children on the school district and expect the district to do all the educating. We are on the PTO boards, we help in the classrooms with Centers and other

activities and where the teachers need assistance. We help proctor during ISAT testing, we are coaches for soccer, baseball, football, and other sports, we help with Book Fairs, we're classroom Moms, we work in the Library, help with Box Top gathering, we have run and organized Halloween Carnivals, Back to School Nights and many other school activities.

What we are asking for is this: we would like the Menan Buttes to be reinstated into the Madison County School District. We are in Madison County and pay Madison County Taxes. We just want our children to be able to attend the school of their choice and the ones that we are already part of as Madison County. We were told, the day before school started, that our kindergarten children would not be bused for the midday bus due to the fact that the Jefferson School District decided to go to the State and have Madison audited for their transportation services. Thus, Madison lost some amount of funding for transportation, because they were coming onto Jefferson School District areas, so they did not want to send the midday bus to help with budgets. We are nervous about what this could mean for our children's future educational choices. Will we gradually be denied approval for acceptance through the out-of-district forms? Will we eventually lose all transportation services? This is what we want to prevent. We want to attend the schools in the county we belong to and

with all the taxes we pay, we would like to have our children bused to and from school. We would like the school district boundaries to follow county lines. This would affect Madison School District and Jefferson School District. The county lines are very odd. They cut through people's properties, one part of the Twin Butte Road is in Madison and further along, it goes into Jefferson County and then back again into Madison; also one side of the road is Jefferson and the other is Madison along many miles. However the county lines proceed, we will be happy if all of Madison County, in this area, is annexed back into the Madison School District, and are happy to follow the lines as they are. I have signatures of many of the residents in the Butte area who want to join with me in annexing the Buttes into Madison School District. I have checked the voter registration rolls and all persons on this petition are on the voting rolls. The number of children, in Madison County, impacted by this decision is approx. 56. The number of children, in Madison County already attending Madison schools is 39. In addition, there are 9 more children, in Jefferson County, on the Buttes, who are attending Madison Schools. The other children are preschoolers or attending other schools.

I spoke with Representatives Brent Hill and Mack Shirley and explained our desires. They were unaware that the buttes were not in Madison School District and assured me that they are in favor of

reinstating the Buttes back into the Madison School District. Brent Hill has also looked at the Idaho Laws and has found that nowhere in the law does it say that current residents, after being annexed into Madison School District, would have to pay on both Jefferson and Madison school bonds. We would be able to pay on the bond where our children are attending school. Following approve of this petition, within 60 days, there would be an election held by the people living in the affected area and if the vote passes by simple majority, then appropriate changes would be made to the legal boundaries. Madison Superintendent Thomas has told me that he supports the annexation of the Buttes into the Madison School District.

Excision and Annexation of territory

We, as school district electors, residing in Madison County, but being a part of the Jefferson County School District, would like to propose the annexation of the Menan Buttes and residents living along 3600 East, north of the Snake River, into the Madison County School District. We are asking you, as a school board, within 10 days, to transmit this petition, with recommendations, to the state board of education. We would appreciate your approval and agreement to this petition. From the school districts statutory notes, the following items are requested and provided.

1)Petitioners include:

Jason and Jennifer South: 9138 Outlaw Pass, Menan, ID 83434

Doug & Julie Griffith: 9123 Outlaw Pass, Menan, ID 83434

Barry & Elinor South: 3714 South Butte Road, Menan, ID 83434

Daniel & Margo South: 9124 Outlaw Pass, Menan, ID 83434

Duane & Karen Taylor: 9141 Outlaw Pass, Menan, ID 83434

Ed & Arlene Williams: 9286 Outlaw Pass, Menan, ID 83434

Karen & Randy South: 3663 South Butte Road, Menan, ID 83434

Josh and Francie South: 4218 Crossdraw Trail, Menan, ID 83434

Andrew & Courtenay South: 9420 Outlaw Pass, Menan, ID 83434

Nathan & Emily South: 4023 Crossdraw Loop, Menan, ID 83434

Darryl & Cindy Cunningham: 9633 Rustlers Trail, Menan, ID 83434
Skye Cunningham Lowry: 9633 Rustlers Trail, Menan, ID 83434
Ben & Jenny Lindsey: 984 East Butte Rd, Menan, ID 83434
Lorie & Richard Cannon: 1161 East Butte Rd, Menan, ID 83434
Don & Cathy Mickelsen: 1260 Twin Butte Rd, Menan, ID 83434
Jeff & Susan Crandall: 9633 Rustlers Trail, Menan, ID 83434
Gary & Heather Olaveson: 896 Twin Butte Rd, Menan, ID 83434
Rial & Shelley Palmer: 1185 Twin Butte Rd, Menan, ID 83434
Wyn & Laura Schwendiman: 1000 East Butte Rd, Menan, ID 83434
Brent & Elaine Gunderson: 905 Twin Butte Rd, Menan, ID 83434
Windy Melgaard: 9884 Rustlers Trail, Menan, ID 83434
MarcAnna Gohr: 976 Twin Butte Rd. Menan, ID 83434
Matt & Jennifer Beard: 1122 East Butte Rd, Menan, ID 83434
Reed & Lana Hill: 9200 Outlaw Pass, Menan, ID 83434
McKenzie Sonderegger: 905 A Twin Butte Rd, Menan, ID 83434
Sean F. Crandall: 3612 South Butte Rd., Menan, ID 83434
Alysse Griffith: 9141 Outlaw Pass, Menan, ID 83434
Arlin & Marlene Berry: 4085 Ridge Run, Menan, ID 83434
Heather and Gary Olaveson: 896 Twin Butte Rd, Menan, ID 83434
Josh Crandall: 3612 South Butte Rd., Menan, ID 83434
Lorie and Richard Cannon: 1161 East Butte Rd, Menan, ID 83434

2) The legal description of the Buttes is: section 33, 34, 35 of township 6 north range 38 east; sections 2, 3, 4, 9 10, 11, 14, 15, 16, 21,22, 23 (includes the south side of the south butte, the bridge, and the west side property before the river in township 5 north, range 38 east. Road north side of butte, Mickelsen's and over to Wilcox's.)

3) Map provided

4) School Districts from and to which the area is proposed to be excised and annexed: from Jefferson School District to Madison School District.

5) Reasons why the petition is being submitted:

a) We live in Madison County and want to attend Madison County School officially without question; b) we want our taxes going to Madison School District without petitioning from the District to Jefferson School District; c) We want our children to be able to attend Madison County schools and be bussed to and from school; d) We do not want to be worried each year regarding whether or not our children would be accepted into the Madison School District with the Out-of-district paperwork; c) We feel that there is an issue of taxation without representation because we are not allowed to vote on bond issues of the schools our children are attending; d) We want our children attending Madison schools because we feel that the teachers, music programs, curriculum and other areas are excellent.

6)The number of children residing in the area described in the petition: approximately 56 children total. 39 are attending Madison County Schools, 4 are attending Jefferson County Schools, 2 are attending Taylor's Crossing Charter School and 2 are attending Sugar-Salem Jr. High and High School. The other children are infants, toddlers, and preschoolers. There are 9 other children attending Madison Schools who are in Jefferson County that I have not considered as part of the children being affected.

If there are any questions, please feel free to call me. I appreciate your time and all that you do to make our children's educational experience productive, exciting, safe and excellent.

Sincerely,

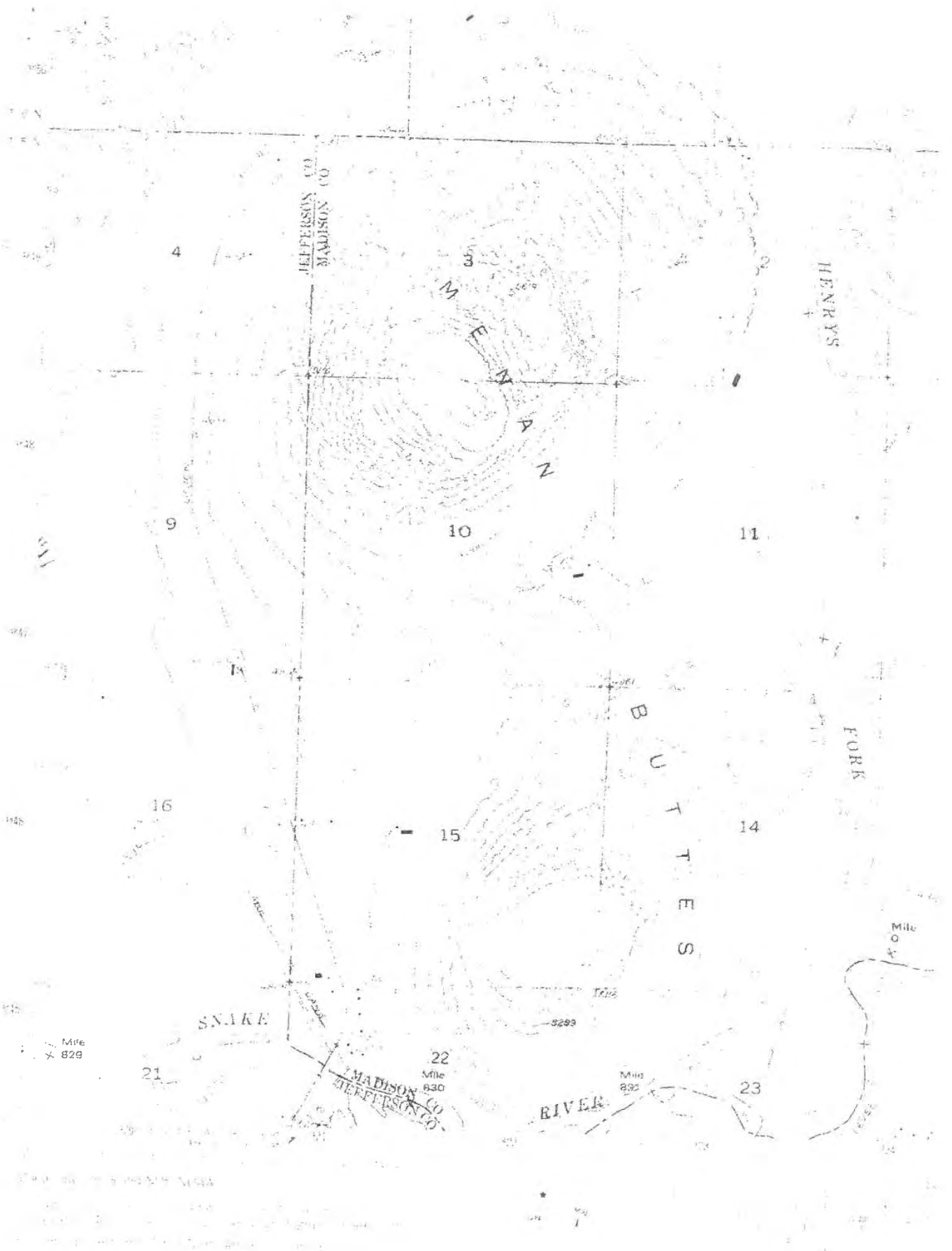
Jennifer South

208-754-9304 (Home phone)

208-569-5693 (Cell phone)

cc: copy sent to Jefferson School Board

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

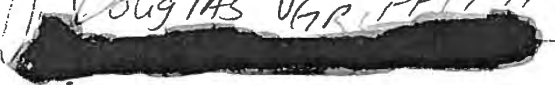


September 14, 2009

To Whom It May Concern:

We, the undersigned residents of Madison County, request reinstatement as members of Madison School District.

Thank you.

Name	Address
Daniel & Margo Smith	9124 Outlaw Pass
Julie A. Hefler	9123 Outlaw Pass
Douglas Griffith	9123 OUTLAW PASS, MENAN
	
<i>Residence on star paper</i>	
Bruce South	3714 S Butte Rd
Lana Hill	Menan Id.
MarcAnna Gohr	9200 Outlaw Pass
Courtenay South	976 Twin Butte Rd, Menan 83435
Quinn Taylor	9355 Outlaw Pass, Menan 83434
Alyce Griffith	9141 Outlaw pass Menan ID 83434
Archie H. Berce	9123 Outlaw Pass, Menan ID
Marlene Berry	4085 Ridge Run, Menan ID
	4085 Ridge Run Menan 83434

Petition for Menan Buttes to be incorporated into Madison School
District

Signatures:

- Scott Mink 1172 Twin Butte Rd, Menan, ID 83434

- Camille J. Miller 1172 Twin Butte Rd, Menan, ID 83434

- Karen South 3663 South Butte Rd, Menan, ID 83434

- Ash South 4218 Cross Draw Trail, Menan, ID 83434

- [Signature] 1194 Twin Butte Rd, Menan, ID 83434

- [Signature] 9633 Rustlers Trail, Menan, ID 83434
(Darby [unclear])

- [Signature]
9633 Rustlers Trail
Menan, ID 83434

- Francis South

- Skye Lowry 9633 Rustlers Trail, Menan, ID 83434

- [Signature] 9400 W Outlaw Pass, Menan, ID 83434

- Ed Williams 9286 W Outlaw Pass, Menan, ID 83434

- [Signature] 9286 Outlaw Pass, Menan, ID 83434

- Jenny Lindsey 984 East Butte Rd, Menan, ID 83434

- [Signature] 3613 E 1176 N Menan, ID 83434

- [Signature] 3613 E 1176 N Menan, ID 83434

- [Signature] 9138 Outlaw Pass Menan, ID 83434

- [Signature] 9138 Outlaw Pass, Menan, ID 83434

(Petition) to have Buttes annexed
into Madison School District

Lorie Ca 1161 East Butte Rd 83434

Alan Hardman 1215 East Butte Rd, 83434

Laura Byrd-Schwardman 1000 East Butte Rd, 83434

Richard P. Cannon 1161 East Butte Rd 83434

Randy Hardman (Randy Hardman) 1215 East Butte Rd 83434

Emily South 4023 Crossdraw Loop, Menan ID 83434

Josh Candall (Josh Candall) 3612 South Butte Rd. 83434

Ernie South 3714 S Butte Rd, Menan ID 83434

Patricia South 4023 Crossdraw Loop, Menan, ID 83434

**Petition to have the Buttes
annexed back into Madison School District**

Rial Palmer
Kelli Smith } 1174 Twin Butte Road (Rial Palmer)
Menan ID 83434

Shelli Palmer 1174 Twin Butte Rd, Menan 83434

Dustie Crandall } 3612 S. Butte Road
Menan ID 83434

Jeff Crandall
Katie Lawson } 896 Twin Butte Rd
Menan ID 83434

Jay Lawson

Jennifer Beard 1122 East Butte Rd, Menan 83434

Matt Beard (Matt Beard) 1122 East Butte Rd, 83434

Ben Lindsey 984 East Butte Rd, Menan 83434

Elaine Gunderson 905 Twin Butte Rd, Menan 83434

Brent Gunderson 905 Twin Butte Rd, Menan 83434

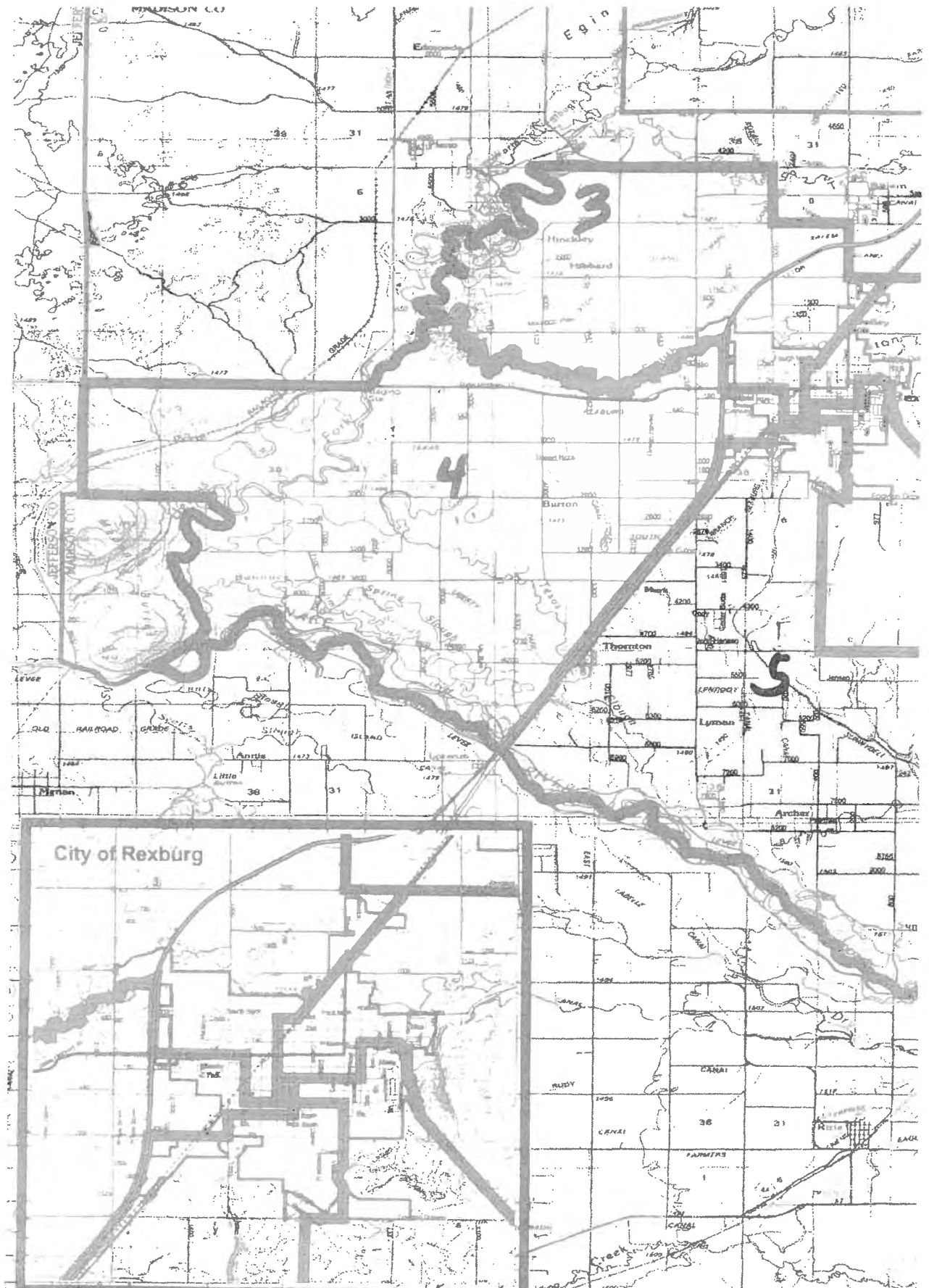
McKenzie Sonderegger 905A Twin Butte Rd Menan 83434

Sean F. Crandall 3612 S. Butte Rd. Menan ID. 83434

Karen Taylor 9141 Outlaw Pass Menan, ID. 83434

Elini South 3714 Sout Butte Rd Menan ID 83434

David South 9124 Outlaw Pass Menan, ID 83434





Jefferson Joint School District #251

Every Student Can Learn and Succeed

201 Idaho Avenue
Rigby, Idaho 83442
208-745-6693

RECEIVED

FEB - 1 2010

OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION

January 14, 2010

State Board of Education

In response to a petition for de-annexation from a group of patrons in Jefferson Joint School District # 25, the Board of Trustees considered that petition at their regular meeting on January 13, 2010. The following resolution was approved by the Board of Trustees.

"A petition for de-annexation of real property from the Jefferson School District #251 and annexation of the same property into the Madison School District having been signed by more than 1/4 of the school district electors in the affected area and it appearing that the proposed change will not result in the Jefferson School District # 251 having a bonded indebtedness in excess of the statutory limits the District directs that the petition be forwarded to the State Board of Education for review and action. The District notes that it is able and willing to provide educational services to the children in the affected area, although a significant number of such students are currently attending school in the Madison School District pursuant to waivers."

Jefferson Joint School District #251 wishes the State Board of Education be aware that a \$45,000,000 School Construction Bond was recently passed to be used for the construction of a new high school for the entire district. De-annexation of the "Big Buttes" area will cause taxes to increase for the remaining patrons. It has been and continues to be our intent to provide proper educational services to all children involved in this area. We have always provided transportation to the patrons involved and would continue to see that the best education possible would be available to those individuals that reside within the boundaries of our district. The patrons of the area being considered voted in favor of the bond and reemphasize that de-annexation would result in an unreasonable additional tax burden to the remaining patrons of Jefferson Joint School District #251.

Respectfully,

A handwritten signature in cursive script that reads "Ron Tolman".

Ron Tolman, Superintendent
Jefferson Joint School District #251
201 Idaho Avenue
Rigby, ID 83442

**WRITTEN MATERIALS RECEIVED BY HEARING
OFFICER BEFORE OR AT HEARING**

Madison School Dist. 321 Annexation



Madison School District 321 Annexation Legal Description

Beginning on the SW corner of Sec. 34, Township 6 North, Range 38 East BM; thence West to the NW corner of Section 3, Township 5 North, Range 38 East BM to the Madison-Jefferson County Line; thence South on the Madison-Jefferson County Line approximately 3 1/4 miles, more or less, to the center of the Snake River; thence following the centerline of the meander of the Snake River and the Madison-Jefferson County Line in a Southeast Direction, approximately 2 miles, more or less, to the confluence of the North Fork and South Fork of Snake River approximately 400 feet east of the S 1/4 corner of Section 14, Township 5 North, Range 38 East BM; thence following the centerline of the meander of the North Fork of the Snake River upstream, approximately 3 miles, more or less, to a point approximately 300 feet East of the NE corner of Section 2, Township 5 North, Range 38 East BM; thence West 1 1/2 miles, more or less, to the point of beginning.

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Beginning on the SW corner of Section 34, Township 6 North, Range 38 EBM; thence W to the NW corner of Section 3, Township 5 North, Range 38 EBM to the Madison-Jefferson County Line; thence S on the Madison-Jefferson County Line approximately $3\frac{1}{4}$ miles, more or less, to the Snake River; thence following the center line of the meanderings of the Snake River and the Madison-Jefferson County Line in a SE direction, approximately 2 miles, more or less, to a point where the South Fork of the Snake River meets the North Fork of the Snake River at approximately the ~~SW~~^{SE} corner of the NW $\frac{1}{4}$ of Section ~~45~~⁴⁵, Township 5 North, Range 38 EBM; thence following the centerline of the meanderings of the North Fork of the Snake River upstream, approximately 3 miles, more or less, to the NE corner of Section 2, Township 5 North, Range 38 EBM; thence W $1\frac{1}{2}$ miles, more or less, to the point of beginning.

Assessed Value

L-1

Certificate of County Levies
Madison County

2009

AMENDED 10/23/2009

County Levies	Current Expense	Tort	Bond	Airport	Charity & Indigent	District Court	Fair Operation
	0.002593983	0.000121859	0.000316894	0.000002003	0.000219769	0.000399075	0.000013109
Fair Grounds & Building	Health	Historical Society	Parks & Recreation	Noxious Weeds	Revaluation	Veterans' Memorial	Total
0.000067421	0.000114613	0.000005098	0.000061484	0.000062026	0.000178199	0.000006372	0.004161905

Cities	General Fund	Tort	Library	Street & Oiling	Plant Facilities	Emergency	Total
Rexburg	0.003497451						0.003497451
Sugar City	0.002202660						0.002202660
Schools	Bond	Tort	Bond	Bond			Total
Fremont #215	0.000508593	0.000030818	0.000444026	0.000428044	0.000097363		0.001508844
Jefferson #251		0.000096612	0.003886196		0.000331355	0.000600000	0.004914163
Madison #321	0.002019176	0.000090262	0.000525050	(Bond)	0.001205744	0.000587500	0.004427732
Sugar Salem #322		0.000018385	0.001635023			0.000403709	0.002057117

Ambulance	Maintenance & Operation	Tort	Bond	Override	Total
Madison County	0.000346142				0.000346142

Cemetery	Maintenance & Operation	Tort	Total
Burton	0.000067734		0.000067734
Plano	0.000275926		0.000275926
Rexburg	0.000044671		0.000044671
Sugar City	0.000109240		0.000109240
Sutton	0.000127736		0.000127736
Teton	0.000178193		0.000178193

Rite	Maintenance & Operation	Tort	Bond	Override	Total
Jefferson Central	0.001042456	0.000055315			0.001097771
Madison	0.000871395				0.000871395

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

MADISON COUNTY LEVY SHEET 2009

DIST#	NAME	LEVY	DIST#	NAME	LEVY	DIST#	NAME	LEVY
001000		0.014982002	001007		0.014982002	001009		0.014982002
20	COUNTY	0.005535619	40	URA NORTH HWY - 001007	0.014210975	41	URA WASHINGTON - 001009	0.014210975
110	REXBURG	0.003497451	215	SCH DIST 321 2008 BOND	0.000525050	215	SCH DIST 321 2008 BOND	0.000525050
210	SCHOOL DISTRICT #321	0.003902682	711	MADISON LIBRARY 2008 BOND	0.000245977	711	MADISON LIBRARY 2008 BOND	0.000245977
215	SCH DIST 321 2008 BOND	0.000525050						
510	REXBURG CEM	0.000044671						
710	MADISON LIBRARY	0.000537373						
711	MADISON LIBRARY 2008 BOND	0.000245977						
720	MOSQ ABATE	0.000347037						
750	MADISON CO AMB	0.000346142						
001010		0.015005065	001011		0.014982002	001012		0.012018438
20	COUNTY	0.005535619	42	URA DOWNTOWN - 001011	0.014210975	20	COUNTY	0.005535619
110	REXBURG	0.003497451	215	SCH DIST 321 2008 BOND	0.000525050	110	REXBURG	0.003497451
210	SCHOOL DISTRICT #321	0.003902682	711	MADISON LIBRARY 2008 BOND	0.000245977	220	SCHOOL DISTRICT #322	0.002057117
215	SCH DIST 321 2008 BOND	0.000525050				510	REXBURG CEM	0.000044671
530	BURTON CEM	0.000067734				700	SUGAR COM LIB	0.000190401
710	MADISON LIBRARY	0.000537373				720	MOSQ ABATE	0.000347037
711	MADISON LIBRARY 2008 BOND	0.000245977				750	MADISON CO AMB	0.000346142
720	MOSQ ABATE	0.000347037						
750	MADISON CO AMB	0.000346142						
001013		0.012083007	001014		0.014982002	001015		0.015005065
20	COUNTY	0.005535619	44	URA UNIVERSITY BLVD - 001014	0.014210975	45	URA UNIVERSITY BLVD - 001015	0.014234038
110	REXBURG	0.003497451	215	SCH DIST 321 2008 BOND	0.000525050	215	SCH DIST 321 2008 BOND	0.000525050
220	SCHOOL DISTRICT #322	0.002057117	711	MADISON LIBRARY 2008 BOND	0.000245977	711	MADISON LIBRARY 2008 BOND	0.000245977
520	SUGAR CEM	0.000109240						
700	SUGAR COM LIB	0.000190401						
720	MOSQ ABATE	0.000347037						
750	MADISON CO AMB	0.000346142						
002000		0.011659611	002001		0.011659611	003000		0.012445120
20	COUNTY	0.005535619	20	COUNTY	0.005535619	20	COUNTY	0.005535619
120	SUGAR CITY	0.002202660	120	SUGAR CITY	0.002202660	210	SCHOOL DISTRICT #321	0.003902682
220	SCHOOL DISTRICT #322	0.002057117	220	SCHOOL DISTRICT #322	0.002057117	215	SCH DIST 321 2008 BOND	0.000525050
520	SUGAR CEM	0.000109240	520	SUGAR CEM	0.000109240	540	SUTTON CEM	0.000127736
610	MADISON CO FIRE	0.000871395	610	MADISON CO FIRE	0.000871395	610	MADISON CO FIRE	0.000871395
700	SUGAR COM LIB	0.000190401	700	SUGAR COM LIB	0.000190401	710	MADISON LIBRARY	0.000537373
720	MOSQ ABATE	0.000347037	720	MOSQ ABATE	0.000347037	711	MADISON LIBRARY 2008 BOND	0.000245977
750	MADISON CO AMB	0.000346142	750	MADISON CO AMB	0.000346142	720	MOSQ ABATE	0.000347037
						730	FLOOD DIST	0.000006109
						750	MADISON CO AMB	0.000346142
004000		0.012439011	005000		0.013091816	006000		0.012385118
20	COUNTY	0.005535619	20	COUNTY	0.005535619	20	COUNTY	0.005535619
210	SCHOOL DISTRICT #321	0.003902682	240	SCHOOL DISTRICT #251	0.004914163	210	SCHOOL DISTRICT #321	0.003902682
215	SCH DIST 321 2008 BOND	0.000525050	530	BURTON CEM	0.000067734	215	SCH DIST 321 2008 BOND	0.000525050
540	SUTTON CEM	0.000127736	620	CENTRAL FIRE	0.001097771	530	BURTON CEM	0.000067734
610	MADISON CO FIRE	0.000871395	710	MADISON LIBRARY	0.000537373	610	MADISON CO FIRE	0.000871395
710	MADISON LIBRARY	0.000537373	711	MADISON LIBRARY 2008 BOND	0.000245977	710	MADISON LIBRARY	0.000537373
711	MADISON LIBRARY 2008 BOND	0.000245977	720	MOSQ ABATE	0.000347037	711	MADISON LIBRARY 2008 BOND	0.000245977
720	MOSQ ABATE	0.000347037	750	MADISON CO AMB	0.000346142	720	MOSQ ABATE	0.000347037
750	MADISON CO AMB	0.000346142				730	FLOOD DIST	0.000006109
						750	MADISON CO AMB	0.000346142
007000		0.012379009	008000		0.012030227	009000		0.010932456
20	COUNTY	0.005535619	20	COUNTY	0.005535619	20	COUNTY	0.005535619
210	SCHOOL DISTRICT #321	0.003902682	210	SCHOOL DISTRICT #321	0.003902682	210	SCHOOL DISTRICT #321	0.003902682
215	SCH DIST 321 2008 BOND	0.000525050	215	SCH DIST 321 2008 BOND	0.000525050	215	SCH DIST 321 2008 BOND	0.000525050
530	BURTON CEM	0.000067734	550	PLANO CEM	0.000275926	550	PLANO CEM	0.000275926
610	MADISON CO FIRE	0.000871395	620	CENTRAL FIRE	0.001097771	720	MOSQ ABATE	0.000347037
710	MADISON LIBRARY	0.000537373	720	MOSQ ABATE	0.000347037	750	MADISON CO AMB	0.000346142
711	MADISON LIBRARY 2008 BOND	0.000245977	750	MADISON CO AMB	0.000346142			
720	MOSQ ABATE	0.000347037						
750	MADISON CO AMB	0.000346142						
010000		0.012355946	011000		0.012420515	012000		0.009456951
20	COUNTY	0.005535619	20	COUNTY	0.005535619	20	COUNTY	0.005535619
210	SCHOOL DISTRICT #321	0.003902682	210	SCHOOL DISTRICT #321	0.003902682	220	SCHOOL DISTRICT #322	0.002057117
215	SCH DIST 321 2008 BOND	0.000525050	215	SCH DIST 321 2008 BOND	0.000525050	520	SUGAR CEM	0.000109240
510	REXBURG CEM	0.000044671	520	SUGAR CEM	0.000109240	610	MADISON CO FIRE	0.000871395
610	MADISON CO FIRE	0.000871395	610	MADISON CO FIRE	0.000871395	700	SUGAR COM LIB	0.000190401
710	MADISON LIBRARY	0.000537373	710	MADISON LIBRARY	0.000537373	720	MOSQ ABATE	0.000347037
711	MADISON LIBRARY 2008 BOND	0.000245977	711	MADISON LIBRARY 2008 BOND	0.000245977	750	MADISON CO AMB	0.000346142
720	MOSQ ABATE	0.000347037	720	MOSQ ABATE	0.000347037			
750	MADISON CO AMB	0.000346142	750	MADISON CO AMB	0.000346142			



Jefferson Joint School District #251
Every Student Can Learn and Succeed

201 Idaho Avenue
Rigby, Idaho 83442
208-745-6693

Paul B. Rippel, ISBN 2762, Hearing Office
HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
428 Park Avenue
P.O. Box 51219
Idaho Falls, Idaho 83405-1219

IN RE: PETITION SUBMITTED BY
JENNIFER SOUTH PROPOSING ALTERING
SCHOOL DISTRICT BOUNDARIES OF
MADISON #321 AND JEFFERSON #251—IDAHO
CODE SECTION 33-308 AND IDAPA08.02.01.050

Dear Mr. Rippel,

As the Superintendent of Jefferson School District #251 and at the request of the Board of Trustees for Jefferson School District #251 I submit the following testimony against the change sought by the above petition for the following reasons.

- 1) Granting such petition will create an unnecessary and undue tax hardship on the remaining patrons of Jefferson #251. A substantial general obligation school construction bond of \$45,000,000 was approved by the patrons of Jefferson County School District #251 on October 21, 2009. This bond was passed with over 73 % approval rate and with the assumption that taxes would not need to be increased due to the assessed valuation of District #251. If the petition is granted, over \$10,234,196 of assessed valuation will be removed from the tax rolls of Jefferson County School District #251. The burden for paying those general obligation bonds then becomes greater for the remaining patrons of District #251. That amounts to approximately \$33,000 each year, or approximately \$660,000 over 20 years. District #251 submits that this will be an unnecessary and undue hardship on the other patrons of the school district.
- 2) The granting of such petition would promote inefficiencies in bussing and ultimately cost the State of Idaho more for student transportation. Jefferson County busses are closer to the area in question (approximately 5 miles compared to approximately 15 miles) than Madison County. Regardless, Jefferson County will need to continue to run busses adjacent to and very near the rest of that area in order to serve the Jefferson County students. It is relatively easy for those busses to pick up the students in this area while they are picking up the Jefferson County students. Over time, that additional expense will cost the State and/or Madison County significantly more than it would to have these

STATE DEPARTMENT OF EDUCATION
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students served by busses that are closer to the area in question. At a time when schools are struggling to make ends meet this is an even more important consideration.

- 3) The granting of this petition will have a negative impact on the culture of the school district and the communities involved. For many years the portion of the school district in question has been a part of Jefferson School District #251. The original boundaries were drawn to avoid splitting the greater community of Menan into two parts of separate school districts due to geographic and cultural considerations. This was done to promote greater community identification and unity. The granting of this petition will cause division and disunity among those who live in the community.
- 4) Granting such petition would result in decreased funding for District #251. For each student that now attends District #251 from this area there will be a reduction of approximately \$4900. At a time of decreasing state support of schools this will have a significant impact on the ability of District #251 to continue to deliver the quality education program that is expected by our patrons.
- 5) School District #251 offers a quality education program to the students in the District. Student achievement is comparable to that of District #321. Student performance in District #251 shows a remarkable upward trend in the last five (5) years. The curriculum offered at School District #251 is second to none in Idaho. Extra Curricular offerings and achievement offer some of the best programs in the State of Idaho with numerous award winning achievements in recent years.

For the above five (5) primary reasons, Jefferson School District #251 officially and respectfully registers opposition to the granting of such petition.

While it is true that some parents have taken their children to Madison District, Jefferson School District #251 views those children in this area as their responsibility and is committed to continue to provide a quality education for those students. We are convinced that in the long run it will be in the best interest of all concerned to keep the district boundaries as they are presently constituted.

Respectfully,



Dr. Ron Tolman
Superintendent

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

April 7, 2010

To: Mr. Paul Ripple:

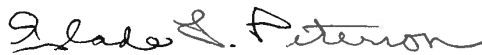
RE: Petition to alter boundaries of School District #251

My name is Dr. Glade Peterson. My family and I have lived in the Jefferson School District #251 for thirty years. Our eight children graduated from Rigby High School and we have been very pleased with their education. I have served on the Board of Trustees for eleven years and am presently serving as Chairman.

As a school district we have faced and overcome many challenges most of which relate to finances. Ours is a district which does not have as substantial a tax base to support education as do our neighbors to the north and south of us. However, through sound financial policies we have, as a board, earned the trust of the patrons of the district. This is evidenced by the passage of our recent general obligation construction bond by 73% of the voters. The bond was approved by a majority of the patrons in all zones of our district including the area involved in this petition. Based on a valuation of the tax base in the district we were able to assure the voters there would be no increase in taxes to them.

Our school board is comprised of seven dedicated individuals from each of the areas of our geographically diverse district. Each holds the trust placed in him or her to the highest esteem and has worked tirelessly to maintain that trust with prudent educational policies and promises. All have sacrificed to achieve a unity in the district so essential for successful education. We oppose the petition for it will transfer tax obligations committed to by the parties involved to the remaining patrons of our district and could very well dismantle some of the unity and trust we have worked so hard to achieve.

Sincerely,



Dr. Glade L. Peterson
Chairman, Board of Trustees
Jefferson School District #251

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

To Whom It May Concern:

April 7, 2010

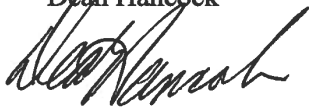
As a member of the School Board of Joint District 251 I am sorry to see people wanting to leave our District. I feel the quality of education offer in our district is great and equal to that of the surrounding districts. Our teachers and staff have the education and well being of the student as a number one priority

The people living in the area that is in question and could be affected by this change will be incurring additional expenses for both districts with the duplication of busing. Our district will continue to provide bus service to the student residing north of the river. Madison will now need to travel 10 to 15 miles each way to provide the same service. In a time of reduced budget and state hold backs this seems unreasonable to me.

As a patron and parent in District 251 may I share these feelings. My wife and I both graduated from District 251 as have our 5 children. All of our children graduated with high honors and have participated in various extra curricular activities including student government. They have all gone on to the college of their choice and have excelled and have been competitive in their chosen educational endeavors. I feel this is in part due to the quality of education they have received in this school district.

The effects of this matter are long lasting and far reaching. It is my hope that the decision reach here to night will be in the best interest of all students and will continue to promote higher educational opportunities in Our Joint School District 251.

Thank you
Dean Hancock



2009 Dollar Certification of Budget Request to Board of County Commissioners L-2

School Districts (the L-2 worksheet and applicable "Voter Approved Fund Tracker" must be attached)

District or Taxing Unit's Name:			Jefferson School District #251			County(ies):		Jefferson-Madison	
Fund	Total Approved Budget*	Cash Forward Balance	Other revenue NOT shown in Column 5	Property Tax Replacement From Line 12 of L-2 Worksheet	Balance to be levied (Col. 2 minus (Col. 3+4+5))	Calculated Levy Rate (County Use Only)	Maximum Levy Rate (County Use Only)		
1	2	3	4	5	6	7	8		
TORT	126,004	—	—	38,534	87,470	.000096612			
BOND	5,670,414	2,151,956	—	—	3,518,458	.003886196			
EMERGENCY	547,305	—	—	—	543,224	.000600000			
PLANT FACILITY	2,957,287	2,657,287	—	—	300,000	.000331355			
Column Total:	9,301,010	4,809,243	—	38,534	4,453,233	.004914163			

I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803.
To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.

Signature of District Representative: *Nile H. Hall* Title: *Business Manager* Date: *9-4-09*

JEFFERSON JOINT SCHOOL DIST 251
NILE H. HALL
201 IDAHO AVE, RIGBY, ID 83442

Please print above: Contact Name and Mailing Address Email Address: *nha11@sd251.org*

Phone Number: (208) 745-6693 Fax Number: (208) 745-0848

For County Clerk Use Only

Use column "C" for computing levies for the following funds that were first certified after December 31, 2007. Or if a existing U/R changes its boundaries and now includes a taxing district which currently has one the listed funds and is new to the U/R due directly to the boundary change.
I.C. §63-1305 Judgments, I.C. §33-802 Judgment Obligation, any Bonds, Plant Facility, and any temporary Override/Supplemental funds.

County	Less U/R Increment	U/R Increment Values		Taxable Value plus Increment		
		(A) Taxable Market Value	(B) Increment w/o Annexation	(C) U/R Annexation Only	(D) = (A+C)	(E) = (A+B+C)
Jefferson	895,283,963				895,283,963	895,283,963
Madison	10,089,286				10,089,286	10,089,286
Total Value:	905,373,249				905,373,249	905,373,249

* NOTE: Do not include revenue allocated to urban renewal agencies.

Revised 4/17/2009 (form 131008)

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

April 7, 2010

To Whom It May Concern:

I would like to voice my support of the excision of the portion of the Menan Buttes that are part of Madison County to become part of Madison School District #321. My husband and I have five children that are currently attending 3 Madison School District schools: Burton Elementary, Madison Middle School and Madison Jr. High. Next year our daughter will be attending Madison High School as a sophomore and we will have 5 children in 4 schools. I grew up in this area. I graduated from Rigby High School. I have no ill feelings toward the Jefferson School District, but as Madison County residents, we feel that we have the right to be able to send our children to Madison County schools. We love the Madison School District. It is a better fit for our children. Music is a big part of our family and the Madison Schools offer opportunities with orchestra, choir, band and other programs that cannot be matched in this area. I have been very involved with the schools by volunteering in the classrooms, being on PTO boards, helping run carnivals and field days, helping in the libraries and being on advisory boards that have allowed me to get to know the school's staff and I cannot say enough good about the teacher's, the librarians, the aids, the Principals, the Superintendent, secretaries, EVERYONE! They have made my children's educational experiences absolutely outstanding. Any time I have observed a problem and made it known, the problem has been resolved. People listen to people and I appreciate this very much! I feel that the teachers are truly valued and their concerns are listened to and addressed or solved. The Principals are extremely involved in the discipline aspect of school and the teacher's feel that support.

We love the values that this town represents and that the schools, through students that care about loyalty and moral correctness, impress upon each other. It's a big deal in Madison to be loyal. It's a big deal in Madison to have school spirit. It's a big deal here to get good grades and it's a big deal to be on the orchestra and to travel and participate in activities that help their talents grow in all areas: including academics, sports and music. I really like the educational programs that Madison School District uses and my children have thrived.

I have no desire to change any boundaries in this area. Jefferson county residents who desire to attend Jefferson School District #251 should be able to attend those schools. I would just like to see Madison County residents, be able to attend the Madison School District schools and be a part of Madison School District #321. I would like my children to be able to be bused to and from school. This is what my taxes go for and I would like my taxes to support the buses my children are riding. The distance from the schools going to Madison County vs. going to Jefferson County schools is approximately 13 miles either way (if going to the high schools). I pay my taxes and I would like the taxes I pay to support the schools that my children attend.

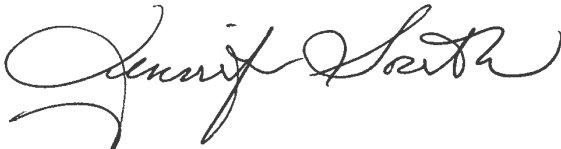
After going to the Madison county auditor's office and speaking with several people there, they helped me obtain a great map that shows the exact area that we are talking about here tonight. I will submit this with this letter. They also developed a better legal description of the area that is being discussed here tonight. It "closes all the corners" and doesn't leave any areas not addressed. I am also including this description with this letter.

According to the IDAPA, regarding altering school district boundaries, section 050...then .04 regarding Market Value, I found that the area under discussion tonight has a market value of \$10,089, 286. All of Jefferson County has a Taxable Market Value of \$895,283,963. This means that this area has a value of \$49,580.54 in tax charges for the schools. Even though to me, these sums are enormous, in the words of the tax auditor, we are just a pittance amount in the school district. Thus Jefferson School district's bonded indebtedness, as far as I can tell, would not be in excess of statutory limits.

Another point that I would like addressed is: our children are attending Madison County Schools, yet because our area was excised into the Jefferson School District, following the Teton Dam Flood, we are unable to vote or help make decisions regarding our children's schools with our vote. We would like our votes to impact the schools our children are already attending.

I feel that we have met the requirements, set forth by the state, to be seriously considered for excision from Jefferson School District #251 and annexed into Madison School District #321. I appreciate your time and willingness to consider this matter. As a Madison county resident, as a Madison County tax payer, as a Madison County Bobcat, we asked to be part of the Madison County School District #321.

Thank you so much!!

A handwritten signature in black ink, appearing to read "Jennifer South". The signature is fluid and cursive, with a large initial "J" and "S".

Jennifer South

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

03/29/2010 17:09

52-622-224-2818

DOME GLOBAL MEXICO

PAGE 01

Madison School District Office
290 N. 1st East
Rexburg, Idaho 83440

Attn: Connie

To whom it may concern,

Let it be known that we, Darryl and Cindy Cunningham, of 9633 Rustlers Trail, Menan, Idaho, are in favor of the annexation of the residences and the area of the Menan Buttes into the Madison School District. We will be unable to attend the meeting on April 7th due to the fact that we are temporarily working out of the country. You may contact us anytime at 208-589-3285.

Thank you,



Darryl Cunningham 29 March 2010



Cindy Cunningham 29 March 2010

To whom it may concern:

As Madison county residents we would like to be annexed into the Madison County School district for the following reasons:

- We live in Madison County.
- Our grandchildren go to school in Madison County.
- Many of their friends attend Madison schools.
- We drive to Madison County Schools to vote for all elections, except any thing to do with schools.
- We have no vote at all for any elected officials in Jefferson County.
- In short, we are residents of Madison County, and pay taxes to Madison County, and therefore we feel we are entitled to the same opportunities as other Madison County residents.

Sincerely,

Barry and Elinor South
Madison County Residents

1161 E. Butte Rd 4 Children

Our family moved to this area about 3 years ago from Colorado and when buying our land on the North Butte, we learned that our property was in Madison County. The schools on the MLS were listed as Madison County as well. We took no thought that this could be wrong and proceeded to rent a house in Rexburg for the specific purpose that when our house was finished, our children could at least stay in the same school district when we moved again.

Just before moving into our new home (kids all settled), we were shocked to hear that this was not actually IN the Madison school district and to remain in these schools, we had to apply for a waiver every year. I would be surprised if we were not the only family on that Butte that this has happened to.

We would love to be annexed in to this district. The school bus going into Rexburg is packed every day. It is true that most children in (this area in question) currently attend schools in Madison County. As an outsider with no prior loyalties to either district I have discovered some reasons for the larger draw to Madison schools: *(these are just general observations)*

- #1- class sizes are smaller
- #2- they have an exceptional music department and teachers
- #3- very accommodating and helpful teachers and faculty
- #4- Kindergarten classes have aides and BYU-Idaho sends student helpers in many of the classrooms.
- #5- for us the location of these schools are physically closer to our home than the schools of Jefferson County.

My husband works Rexburg and we do our business there. We also pay taxes to Madison County (w/ the exception of the bond) ~~but feel a bit of~~ *we would love to be able to* ~~"taxation without representation" since we are unable to vote and the~~ *on* ~~bond money which flows into the other district. We would love to have~~ *and* ~~the opportunity to vote on issues that directly affect our children.~~ *our*

For all of these reasons, we are determined to do what it takes to see that our children remain in this school district. Thank you so much for your time and consideration.

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

From: Courtenay South (courtenay.south@gmail.com)
To: crandalls.domicile@yahoo.com;
Date: Wed, April 7, 2010 11:36:08 AM
Cc:
Subject: Madison Annex

My husband Andrew South and I (Courtenay South) live in Madison County and have two children that are currently attending Burton Elementary in the Madison School District. We are very happy with the education that they have received thus far, and look forward to the rest of our children enjoying the same positive experiences. We feel that the teachers, staff, and principle at Burton Elementary are exceptional and truly care about our children's safety, self-esteem and success.

We do the majority of our shopping and other errands in Rexburg which makes it convenient for me to combine trips into town. This convenience is another contributing factor in our decision.

Ultimately we appreciate the State's open enrollment practice and the flexibility to choose education facilities for our children. We think that this policy is good for everyone. Our supporting the position to annex Madison County residents back into the Madison County school system obviously does not jeopardize other's choices, but will allow us to avoid any potential for non-acceptance by Madison County School District each year.

Thank you for your consideration
Andrew and Courtenay South

#58 had going to ✓

657200
CS 5/02
The Sherwin-Williams Company
1-800-451-3691
www.sherwin-williams.com

Some colors limited to select product lines.
Samples approximate the actual paint color.

Optimum color results are achieved
in gallon size only.

Optimum color results are achieved
using the designated Color-Prime.

Optimum color results are achieved
for interior use only.

Hot	Int Base	Ext Base	P3
Forward	Int Base	Ext Base	P3
Dynamo	Int Base	Ext Base	P4
Exuberant Pink	Int Base	Ext Base	P2
SW 6840	Color Accents Ultra-deep	Exterior Accents Chroma	LPV 17
SW 6841	Color Accents Ultra-deep	Exterior Accents Chroma	LPV 11
SW 6842	Color Accents Ultra-deep	Exterior Accents Chroma	LPV 10
SW 6843	Color Accents Ultra-deep	Exterior Accents Chroma	LPV 09

Jefferson

SW 6843

SW 6842

SW 6841

SW 6840

about Madison

LIST OF PERSONS GIVING
ORAL STATEMENTS AT HEARING

THOSE WHO PROVIDED PRIOR NOTICE TO THE HEARING OFFICER OF THEIR
DESIRE TO PRESENT ORAL STATEMENTS

Ron Tolman, Superintendent #251 (allowed to go first to make it back for public budget meeting scheduled to begin at 7:00 p.m.)

Dr. Glade Peterson (Jefferson School Board Member)

Dr. Jeff Thomas

Jennifer South

Lorie Cannon

Dan South

Heather Olaveson

Gary Olaveson

Barry South

Eleanor South

Madison School Board Member (to be announced) - Superintendent and Burton

Elementary Principal spoke

Richard Cannon

Jason South

Susan Crandall (and Jeff)

Nathan & Emily South (written statement to be read by Susan Crandall)

Randy & Karen South

Julie Griffeths cannot be at meeting but will be sending a written statement

Scott Miller

Don Mickelsen

Kathy Mickelsen

Dean Hancock (Jefferson School Board Member)

Don Bingham (Jefferson Curriculum Director – may submit written statement and material through Superintendent Tolman) - bus. Mgr. Hall instead provided budget info.

Others at Hearing: Ward, Miller and Paul, i.e. no one who wished to present an oral statement was denied that opportunity, even if not on the pre-hearing list

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

SUBJECT

Direct Math and Direct Writing Assessment Waiver

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.03- Section 111, Assessment in the Public Schools

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 State Department of Education is requesting a waiver of the Direct Math (DMA) and Direct Writing Assessments (DWA) under IDAPA 08.02.03.111 for the 2010-2011 school year. The DMA and DWA are annual assessments that have been administered each fall for more than fifteen (15) years. The assessments require Idaho students to demonstrate their knowledge of standards through tasks. Students in fifth, seventh and ninth grades take the DWA. Students in fourth, sixth and eighth grades take the DMA.

The Department is requesting a waiver of the DMA and DWA for two reasons. First, the DWA and DMA cost an estimated \$250,000 a year to administer and score statewide. Second, the Department is looking to move towards a second generation of assessments that are less intrusive and more responsive. The DWA and DMA have served their purpose, and as the state moves toward common core standards and an assessment to measure those standards we will develop a test that incorporates the methods of DMA and DWA.

The scores from these two assessments are not part of No Child Left Behind or the calculation of Adequate Yearly Progress. The State Department of Education will still make assessment prompts for the DWA and DMA available each year to those local school districts and public charter schools that choose to continue using the DWA and DMA to guide instruction. Additionally, the Department plans to promulgate rule this year to permanently discontinue the DMA and DWA.

BOARD ACTION

A motion to approve the request by the Idaho State Department of Education to waive IDAPA 08.02.03.111.07.b for the 2010-2011 school year which requires the State Department of Education to administer the Direct Math and Direct Writing Assessment.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

SUBJECT

Temporary and Proposed Rule Change to IDAPA 08.02.02.016, Rules Governing Uniformity, Idaho Educator Credential

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-105, Idaho Code

BACKGROUND/DISCUSSION

The reason for this rule change relates to the 20% collective reduction imposed on the Math Initiative, Idaho Reading Initiative and ISAT Remediation programs for FY 2011. One of the major costs within the Math Initiative is the state's payment for college credits associated with those teachers and administrators who successfully complete the state-required Mathematical Thinking for Instruction course. It would cost the state approximately \$700,000 in FY 2011 to pay for these credits, which would enable them to be reflected on the individual's college transcript. This cost is in addition to the cost of providing the course, which is already paid directly by the Math Initiative.

While there is no recertification requirement that the course be completed for credit (only that it be completed successfully), there is another requirement that teachers and administrators must complete at least three credits, reflected on an official transcript, in order to be recertified. This rule change would allow the Mathematical Thinking for Instruction course to count towards the three credit recertification requirement, regardless of whether the credits appear on an official college transcript. This would enable the teacher or administrator to enjoy all of the benefits of the course, insofar as recertification is concerned, without the state incurring unnecessary costs.

Teachers and administrators who still wish to receive credit on an official college transcript may still do so by paying for the credits themselves.

ATTACHMENTS

Attachment 1 – Temporary and proposed rule change to IDAPA 08.02.02.016Page 3

BOARD ACTION

A motion to approve the temporary and proposed rule change to IDAPA 08.02.02.016, Rules Governing Uniformity, Idaho Educator Credential as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

IDAPA 08.02.02- RULES GOVERNING UNIFORMITY

016. IDAHO EDUCATOR CREDENTIAL.

The State Board of Education authorizes the State Department of Education to issue certificates and endorsements to those individuals meeting the specific requirements for each area provided herein. (Section 33-1201, Idaho Code)
(3-16-04)

01. Renewal Requirement - Mathematics In-Service Program. In order to recertify, the state approved mathematics instruction course titled "Mathematical Thinking for Instruction" shall be required. The "Mathematical Thinking for Instruction" course consists of three (3) credits (or forty-five (45) contact hours of in-service training). Teachers and administrators shall take one (1) of the three (3) courses developed that each teacher deems to be most closely aligned with their current assignment prior to September 1, 2014. Any teacher or administrator successfully completing said course shall be deemed to have met the requirement of IDAPA 08.02.02.060.03.c. regardless of whether such course is part of any official transcript. Successful completion of state approved mathematics instruction course shall be a one-time requirement for renewal of certification for those currently employed in an Idaho school district and shall be included within current requirements for continuing education for renewal. The following individuals listed in Subsection 016.01.a. through 016.01.e. shall successfully complete the "Mathematical Thinking for Instruction" course in order to recertify:

~~(3-29-10)~~(____)T

a. Each teacher holding an Early Childhood/Early Childhood Special Education Blended Certificate (Birth - Grade 3) who is employed in an elementary classroom (multi-subject classroom, K-8); (3-29-10)

b. Each teacher holding a Standard Elementary Certificate (K-8); (3-29-10)

c. Each teacher holding a Standard Secondary Certificate (6-12) teaching in a math content classroom (grade six (6) through grade twelve (12)) including Title I classrooms; (3-29-10)

d. Each teacher holding a Standard Exceptional Child Certificate (K-12); and (3-29-10)

e. Each school administrator holding an Administrator Certificate (Pre K-12). (3-29-10)

02. Out-of-State Applicants. Out-of-state applicants shall take the state approved mathematics instruction course titled "Mathematical Thinking for Instruction" as a certification requirement. The "Mathematical Thinking for Instruction" course consists of three (3) credits (or forty-five (45) contact hours of in-service training).
(3-29-10)

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STATE DEPARTMENT OF EDUCATION
JUNE 16-17, 2010

SUBJECT

Proposed Rule Clarification to IDAPA 08.02.02.027, Rules Governing Uniformity, Pupil Personnel Services Certificate-School Psychologist Endorsement.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

This rule clarification is in response to the need for a more clearly stated intent of the endorsement language. This endorsement was reviewed and revised by a panel of experts in December of 2007 at which time they recommended that all candidates seeking the School Psychologist Endorsement shall undergo a minimum twelve hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist regardless of which of the three optional routes they choose. This recommendation being in-line with current and best practices was approved by the Professional Standards Commission, the State Board of Education, and the Idaho Legislature.

The manner in which the endorsement language is worded, unfortunately, allows for interpretation that only candidates seeking Option C. of the endorsement are required to serve a 1,200 clock-hour internship. All Idaho institutions offering the School Psychologist Endorsement currently require every candidate to serve the 1,200 clock-hour internship in accordance to the endorsement. By making this revision to the endorsement language, the intent of the review panel and current and best practices will be more accurately reflected.

IMPACT

This rule clarification will eliminate possible loop-holes for candidates to circumvent School Psychologist Endorsement program requirements as well as any confusion over intent.

ATTACHMENTS

Attachment 1 – Proposed rule change to IDAPA 08.02.02.027

Page 3

BOARD ACTION

A motion to approve the proposed rule change to IDAPA 08.02.02.027, Rules Governing Uniformity, Pupil Personnel Services Certificate- School Psychologist Endorsement as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**STATE DEPARTMENT OF EDUCATION
JUNE 16-17, 2010**

IDAPA 08.02.02- RULES GOVERNING UNIFORMITY

027. PUPIL PERSONNEL SERVICES CERTIFICATE

Persons who serve as school counselors, school psychologists, speech-language pathologists, school social workers, school nurses and school audiologists are required to hold the Pupil Personnel Services Certificate, with the respective endorsement(s) for which they qualify. (3-16-04)

02. School Psychologist Endorsement. This endorsement is valid for five (5) years. Six (6) credits are required every five (5) years in order to renew the endorsement. To be eligible for initial endorsement, a candidate must complete a minimum of sixty (60) graduate semester credit hours which must be accomplished through one (1) of the following options: (3-16-04)

a. Completion of an approved thirty (30) semester credit hour, or forty-five (45) quarter credit hours, master's degree in education or psychology and completion of an approved thirty (30) semester credit hour, or forty-five (45) quarter credit hour, School Psychology Specialist Degree program, and completion of a minimum twelve hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist. (~~3-16-04~~)(____)

b. Completion of an approved sixty (60) semester credit hour, or ninety (90) quarter credit hour, master's degree program in School Psychology, and completion of a minimum twelve hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist. (~~3-16-04~~)(____)

c. Completion of an approved sixty (60) semester credit hour, or ninety (90) quarter credit hour, School Psychology Specialist degree program which did not require a master's degree as a prerequisite, with laboratory experience in a classroom, which may include professional teaching experience, student teaching or special education practicum, and completion of a minimum twelve hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist. (5-8-09)

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STATE DEPARTMENT OF EDUCATION

JUNE 17, 2009

SUBJECT

Temporary and Proposed Rule Change to IDAPA 08.02.03.112, Rules Governing Thoroughness- Accountability

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-105 Idaho Code

Idaho Administrative Code, IDAPA 08.02.03- Section 112, Accountability

BACKGROUND/DISCUSSION

Two changes to IDAPA Code 08.02.03.112 and the Accountability Workbook are being proposed.

First, the current graduation rate formula in Idaho is the National Center for Education Statistics (NCES) formula, outlined in the Idaho Accountability Workbook. Idaho's target for the graduation rate is 90%. IDAPA Code currently states that "schools must meet the target or maintain or make progress toward the target each year."

In April 2010, the US Department of Education (USDOE) conducted a peer review of Idaho's graduation rate and target. Review findings indicated that Idaho would be allowed for the 2010-2011 school year to maintain the target of 90%. However, the USDOE clearly stated that Idaho would not be able to allow districts to use the alternate mechanism of "maintaining the target" from their previous year. The USDOE indicated that Idaho must amend its current graduation rules to require a school that did not meet the 90% target to make a "continuous and substantial improvement" from year to year. This continuous and substantial improvement is defined as at least 2%. Therefore, Idaho is changing the IDAPA language (as noted below) to reflect this change, so that schools must increase their graduation rate by at least 2% each year when they do not meet the target of 90%.

Additionally, there is no federal requirement that schools must meet the state graduation target by 2014. The requirement to meet a target by that date is for the proficiency standard. Therefore, that sentence is being removed from the same IDAPA section. The new graduation rate target will be coded into the AYP calculation system, so that AYP results for 2009-2010 will include this change. This change will also be reflected in the Accountability Workbook, section 7.1, page 45.

Second, the USDOE requested during an April 2010 Title 1 monitoring review conducted in Boise that a definition of "New School" be added to the Consolidated State Application Accountability Workbook, which governs Adequate Yearly Progress (AYP) as mandated by the No Child Left Behind program. This program mandates that each school and district receive a designation in participation and proficiency for multiple groups in multiple subjects. In the first year of existence, new schools' baseline status is 'met goal'

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2009

until final AYP assessment results inform an updating of status at the end of the first year. However, certain conditions such as a significant change in student population due to schools being combined, geographic boundaries changing, or successful restructuring sanctioned by the Office of the State Board of Education can result in a school returning to the baseline status accorded new schools. Schools that qualify as “new schools” for the above mentioned reasons can exit school improvement status as they will in essence be “starting over” in meeting AYP requirements. This change will also be reflected in the Accountability Workbook, section 1.2, page 3.

IMPACT

First, the USDOE stated in email correspondence on April 12, 2010, that the potential consequences for not changing the state’s criteria for the graduation rate target could result in restricted eligibility for certain 2011 discretionary grant funds and restricted eligibility for certain flexibility (i.e. waivers) offered in the future. In addition, failure to make this adjustment could prompt mandatory oversight, a memorandum of agreement with the USDOE, or withholding funds.

Applying this change to the 2008-2009 graduation data indicated that 3 schools and 2 districts would have missed the graduation target under these new criteria. These schools or districts would have otherwise made the graduation rate target by maintaining the same target they made the previous year. However, these schools and districts may also have missed an additional target in the AYP formula thus rendering the same AYP status designation. There is no fiscal impact with this change to the IDAPA Code.

Second, the USDOE stated in a monitoring conference in Boise on April 22, 2010, that a definition of “New School” was needed as is stated in section 1.2 c of the Student Achievement and School Accountability Programs (SASA) Monitoring Plan for Formula Grant Programs. The direction states that the “State has a definition of a ‘new’ school with appropriate description of accountability rules that are consistently applied through out the state.”

In addition, inclusion of this definition in the Idaho Code and in the Accountability Workbook will clarify for Idaho schools and districts the specific parameters required for being considered a “new school.” This will help inform local district decision making regarding school consolidation and geographic boundaries and clarify possible ramifications of such actions on AYP status, including school improvement.

ATTACHMENTS

Attachment 1 – Temporary/Proposed rule change to IDAPA 08.02.03.112 Page 5
Attachment 2 – Consolidated State Application Accountability Workbook Page 9

**STATE DEPARTMENT OF EDUCATION
JUNE 17, 2009**

BOARD ACTION

A motion to approve the temporary and proposed rule change to IDAPA 08.02.03.112, Rules Governing Thoroughness, Accountability as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the changes to the Consolidated State Application Accountability Workbook, section 1.2 and 7.1 to include the definition of “new school” and to reflect that schools must either meet the graduation rate target or make sufficient progress toward the target each year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
JUNE 17, 2009

IDAPA 08.02.03.112

112. ACCOUNTABILITY.

The provisions in this section apply for the purposes of meeting the “No Child Left Behind” Act and the state of Idaho accountability requirements. (3-20-04)

01. ISAT Student Achievement Levels. There are four (4) levels of student achievement for the ISAT: Below Basic, Basic, Proficient, and Advanced. Definitions for these levels of student achievement are adopted by reference in Subsection 004.05. (4-2-08)

02. IELA Language Proficiency Levels. There are five (5) levels of language proficiency for students testing on the Idaho English Language Assessment: beginning,” advanced beginning, intermediate, early fluent, and fluent. Definitions for these levels of language proficiency are adopted by reference in Subsections 004.02 and 004.04. (4-2-08)

03. Adequate Yearly Progress (AYP). (3-20-04)

a. Proficiency is defined as the number of students scoring proficient or advanced on the spring on-grade level ISAT. (3-20-04)

b. The State Department of Education will make AYP determinations for schools and districts each year. Results will be given to the districts at least one (1) month prior to the first day of school. (11-9-09)T

c. The baseline for AYP will be set by the Board and shall identify the amount of growth (percentage of students reaching proficiency) required for each intermediate period. (3-20-04)

04. Adequate Yearly Progress (AYP) Definitions. For purposes of calculating and reporting adequate yearly progress, the following definitions shall be applied. (3-20-04)

a. Full Academic Year (continuous enrollment). (3-20-04)

i. A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved AYP in proficiency. A student is continuously enrolled if he/she has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. (11-9-09)T

ii. A student who is enrolled continuously in the school district from the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the school district has achieved AYP. (4-2-08)

iii. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the state has achieved AYP. (4-2-08)

b. Participation Rate. (3-20-04)

i. Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved AYP. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster file for the Spring ISAT. (3-20-04)

(1) If a school district does not meet the ninety-five percent (95%) participation target for the current

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year, the participation rate can be calculated by the most current three (3) year average of participation. (4-6-05)

(2) Students who are absent for the entire state-approved testing window because of medical reasons or are homebound are exempt from taking the ISAT if such circumstances prohibit them from participating. Students who drop out, withdraw, or are expelled prior to the beginning of the final makeup portion of the test window are considered exited from the school. (11-9-09)T

ii. For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination. (3-20-04)

c. Schools. (3-20-04)

i. An elementary school includes a grade configuration of grades Kindergarten (K) through six (6) inclusive, or any combination thereof. (3-20-04)

ii. A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12). (4-6-05)

iii. A high school is any school that contains grade twelve (12). (3-20-04)

iv. The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school. (3-20-04)

v. A “new school” for purposes of accountability is a wholly new entity receiving AYP determinations for the first time, or a school with a significant student population change as a result of schools being combined or geographic boundaries changing, or a result of successful school restructuring sanctioned by the Office of the State Board of Education. (6-17-10)T

d. Subgroups. Scores on the ISAT must be disaggregated and reported by the following subgroups: (3-20-04)

i. Race/Ethnicity - Black/African American, Asian, Native Hawaiian/Pacific Islander, White, Hispanic/Latino Ethnicity, American Indian/Alaska Native. (3-20-04)

ii. Economically disadvantaged - identified through the free and reduced lunch program. (3-20-04)

iii. Students with disabilities - individuals who are eligible to receive special education services through the Individuals with Disabilities Education Act (IDEA). (3-20-04)

iv. Limited English Proficient - individuals who score in the low range on the state-approved language proficiency test and meet one of the following criteria: (4-6-05)

(1) Individuals whose native language is a language other than English; or (4-6-05)

(2) Individuals who come from environments where a language other than English is dominant; or (4-6-05)

(3) Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English. (4-6-05)

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e. Graduation Rate. The State Board of Education will establish a target for graduation. All high schools must ~~maintain~~meet the target or make sufficient progress toward the target each year, as determined by the State Board of Education. The graduation rate will be disaggregated by the subpopulations listed in Subsection 112.03.d. in the event the “safe harbor” is invoked by the school/district. ~~By 2014, the schools/districts must meet the target.~~ ~~(3-20-04)~~(6-17-10)T

f. Additional Academic Indicator. The State Board of Education will establish a target for an additional academic indicator. All elementary and middle schools must maintain or make progress toward the additional academic indicator target each year. The additional academic indicator target will be disaggregated by the subpopulations listed in Subsection 112.03.d. in the event the “safe harbor” is invoked by the school/district. By 2014, the schools/districts must meet the target. (3-20-04)

05. Annual Measurable Achievement Objectives (AMAOs). Local school districts are responsible for ensuring district progress of Limited English Proficient (LEP) students in their acquisition of English. Progress and proficiency are measured by the IELA and determined based on three (3) AMAOs: (4-2-08)

a. Annual increases in the percent or number of LEP students making progress in acquiring English language proficiency; (4-2-08)

b. Annual increases in the percent or number of LEP students attaining English language proficiency by the end of the school year; and (4-2-08)

c. Each school district must make Adequate Yearly Progress for LEP students on the spring ISAT. (4-2-08)

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For State Grants under Title IX, Part C, Section 9302 of the Elementary and
Secondary Education Act (Public Law 107-110)

U. S. Department of Education
Office of Elementary and Secondary Education
Washington, D.C. 20202



Idaho State Board and Department of Education
650 West State Street
Boise, Idaho 83720-0037
Approved in December 2009

PART I: Summary of Required Elements for the State Accountability Systems

Summary of Implementation Status for Required Elements of

State Accountability Systems

Status	Idaho Statewide Assessment and Accountability Plan Element		Page
<u>Principle 1: All Schools</u>			
F	1.1	Accountability system includes <i>all schools and districts in the state</i> .	1
F	1.2	Accountability system holds <i>all schools to the same criteria</i> .	2
F	1.3	Accountability system incorporates the <i>academic achievement standards</i> .	4
F	1.4	Accountability system provides <i>information in a timely manner</i> .	7
F	1.5	Accountability system includes <i>report cards</i> .	8
F	1.6	Accountability system includes <i>rewards and sanctions</i> .	13
<u>Principle 2: All Students</u>			
F	2.1	The accountability system includes <i>all students</i> .	16
F	2.2	The accountability system has a consistent definition of full academic year.	18
F	2.3	The accountability system properly includes <i>mobile students</i> .	19
<u>Principle 3: Method of AYP Determinations</u>			
F	3.1	Accountability system expects <i>all student subgroups, public schools, and LEAs to reach proficiency by 2013-14</i> .	20
F	3.2	Accountability system has a method for determining whether <i>student subgroups, public schools, and LEAs made Adequate Yearly Progress</i> .	23
F	3.2a	Accountability system establishes a <i>starting point</i> .	25
F	3.2b	Accountability system establishes <i>statewide annual measurable objectives</i> .	27
F	3.2c	Accountability system establishes <i>intermediate goals</i> .	28
<u>Principle 4: Annual Decisions</u>			
F	4.1	The accountability system <i>determines annually the progress</i> of schools and districts.	29

STATUS Legend

F – Final state policy

P – Proposed policy, awaiting Idaho State Board of Education approval

W – Working to formulate policy

Status	State Accountability System Element	Page
<u>Principle 5: Subgroup Accountability</u>		I.
F	5.1 The accountability system <i>includes all the required student subgroups.</i>	31
F	5.2 The accountability system <i>holds schools and LEAs accountable for the progress of student subgroups.</i>	33
F	5.3 The accountability system includes <i>students with disabilities.</i>	34
F	5.4 The accountability system includes <i>limited English proficient students.</i>	35
F	5.5 The State has determined the minimum number of students sufficient to yield statistically reliable information for each purpose for which disaggregated data are used.	37
F	5.6 The State has strategies to protect the privacy of individual students in reporting achievement results and in determining whether schools and LEAs are making adequate yearly progress on the basis of disaggregated subgroups.	39
<u>Principle 6: Based on Academic Assessments</u>		
f	6.1 Accountability Plan is based primarily on academic assessments.	40
<u>Principle 7: Additional Indicators</u>		
F	7.1 Accountability system includes <i>graduation rate for high schools.</i>	42
F	7.2 Accountability system includes an <i>additional academic indicator for elementary and middle schools.</i>	45
F	7.3 Additional indicators are valid and reliable.	47
<u>Principle 8: Separate Decisions for Reading and Mathematics</u>		
F	8.1 Accountability system holds students, schools and districts separately accountable for <i>reading and mathematics.</i>	48
<u>Principle 9 Plan Validity and Reliability</u>		
F	9.1 Accountability system produces <i>reliable decisions.</i>	49
F	9.2 Accountability system produces <i>valid decisions.</i>	50
F	9.3 State has a plan for addressing changes in assessment and student population.	51
<u>Principle 10: Participation Rate</u>		
F	10.1 Accountability system has a means for calculating the <i>rate of participation</i> in the statewide assessment.	52
F	10.2 Accountability system has a means for <i>applying the 95% assessment criteria to student subgroups and small schools.</i>	53
<u>Appendix A : Adequate Yearly Progress Accountability Procedures</u>		54

STATUS Legend

F – Final policy

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A. LEGEND

Assessment	Reference to both the Idaho Standards Achievement Tests and the Idaho Alternative Assessment Test
ADA	Average Daily Attendance
AYP	Adequate Yearly Progress
Board	Idaho State Board of Education
ELP	Education Learning Plan (for LEP students)
FERPA	Family Educational Rights and Privacy Act
IDAPA	Rules adopted under the Idaho Administrative Procedures Act; rules are enforceable as law in the state.
Indicators	Assessment, participation rate, graduation rate, proficiency rate, additional academic indicator
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Plan (for special education students)
ISDE	Idaho State Department of Education
LEA	Local Education Agency (local school district)
LEP	Limited English Proficiency
NCES	National Center for Educational Statistics
NCLB	No Child Left Behind Act of 2001
NWEA	Northwest Evaluation Association
NWREL	Northwest Regional Education Laboratory
Plan	Idaho Statewide Assessment and Accountability Plan
SEA	State Education Agency

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PART II: State Response and activities for Meeting State Accountability System Requirements

PRINCIPLE 1. A single statewide Accountability System applied to all public schools and LEAs.

1.1 How does the State Accountability System include every public school and LEA in the State?

Each Idaho public school and Local Education Agency (LEA) is required to make Adequate Yearly Progress (AYP) and is included in the Idaho Statewide Assessment and Accountability Plan (Plan). The requirement to participate is specified in the Board approved Plan incorporated into Idaho Administrative Code (IDAPA) 08.02.03. AYP determinations for all public schools and districts have been made since summer 2003 based on the spring Idaho Standards Achievement Tests (ISAT) test scores.

For the purpose of determining AYP, Idaho public schools are defined as those elementary and secondary schools established and maintained at public expense through the total basic foundation program/state aid formula described in Idaho Code §33-1002 and governed by the Idaho State Board of Education described in Idaho Code §33-116. Schools will receive an AYP determination. Programs not accredited will be included with the sponsoring accredited school. For the purposes of AYP determination, an elementary school is one that has a grade configuration that may include grades K-4 but does not contain grade 8 or higher. A middle school is a school that does not meet the definition of an elementary school and contains grade 8 but does not contain grade 12. A high school is any school that contains grade 12. The LEA is defined as the local school district or a public charter school designated as an LEA.

The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended the associated feeder school.

Within Idaho there are approximately 51 small schools that do not have a total of 34 students in the tested class levels. For those small schools, the Board and the Idaho State Department of Education (ISDE) will determine AYP using the total subgroup only and averaging the current year's Idaho State Achievement Test (ISAT) test scores plus scores from the previous two years and comparing the results to the current year's scores. The highest score will be used to determine the school's AYP. This approach rewards schools and districts for efforts that result in strong single year achievement gains and minimizes the potential for inaccurately inferring that a school or district has failed to make standards.

Evidence:

Idaho Code §§33-116 and 33-1002

Idaho Administrative Code (IDAPA) 08.02.03

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• **1.2 How are all public schools and LEAs held to the same criteria when making an AYP determination?**

The baseline for AYP was calculated using scores from the spring 2003 administration of the ISAT. Achievement tests for reading/language arts and mathematics for grades 4, 8, and 10 were introduced in Spring 2003. Achievement tests for grades 3 and 7 were added in 2004. Tests for grades 5 and 6 followed in 2005. The system of assessment is defined in IDAPA 08.02.03.111, Rules Governing Thoroughness, State Board of Education.

The rule includes the state content assessments in the required subjects, participation rate requirements, a graduation rate for high schools, and a third indicator for elementary and middle schools. Under direction of the Board, ISDE uses the Plan to identify schools in need of improvement. In terms of accountability, the Board-approved Plan leads to AYP determination based on:

- An incremental increase of students in the aggregate and each subgroup scoring at proficiency. Scores from the spring 2003 ISAT test determined the baseline.
- A minimum of ninety-five percent (95%) of all students and each subgroup at the time of test-taking participating in the statewide assessment (ISAT and the Alternate Assessment or a three-year average of rates of participation.)
- A student performance rate for elementary and middle schools determined by the Board that indicates improvement by students over the rate from the preceding year or meeting the annual target on the state language usage test. See Section 7.2.
- The Board has adopted a student graduation rate target of 90% by 2012-13 for high schools with an annual rate improvement from present through 2013.

All Idaho public schools and LEAs are systematically judged on the basis of the same criteria when making an AYP determination.

For the purpose of determining AYP, Idaho public schools are defined as those elementary and secondary schools established and maintained at public expense through the total basic foundation program/state aid formula described in Idaho Code §33-1002 and governed by the Idaho State Board of Education (Idaho Code §33-116). For the purposes of AYP determination, an elementary school is one that has a grade configuration that may include grades K-4 but does not contain grade 8 or higher. A middle school is a school that does not meet the definition of an elementary school and contains grade 8 but does not contain grade 12. A high school is any school that contains grade 12. The LEA is defined as the local school district or public charter school designated as an LEA.

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The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school.

A “new school” for purposes of accountability is a wholly new entity receiving AYP determinations for the first time, or a school with a significant student population change of 35% or more as a result of schools being combined or geographic boundaries changing, or a result of successful school restructuring sanctioned by the Office of the State Board of Education.

All students with disabilities in Idaho public schools as defined under Section 602(3) of the Individuals with Disabilities Education Act (IDEA) will participate in the Plan. The Individualized Education Program (IEP) team will determine how students with disabilities will participate in the Plan. The Idaho Alternate Assessment yields reading and mathematics assessment results for inclusion in AYP determination.

Students' scores from the Idaho Alternate Assessment are aggregated with those from the ISAT for all students and each subgroup. See Section 5.3 for a description of the process that was developed to aggregate the scores from the Idaho Alternate Assessment with those from the ISAT for the school, LEA, and state results.

Idaho has identified four performance levels (See Section 1.3) for the ISAT. ISAT is comprised of custom-developed, computer-adaptive assessments that include multiple measures in the areas of reading and mathematics. The ISAT tests were first administered in grades 4, 8, and 10 in 2003. By the 2004-2005 school year Idaho was testing in grades 3 through 8 and in grade 10. For purposes of determining AYP, only the grade-level tests are used.

All of the required subgroups, including students with disabilities and LEP students, who are enrolled in a public school for a full academic year will be included in the performance measures that determine AYP status of schools. LEP students who are enrolled in their first 12 months of school in the United States may take the English Proficiency test in lieu of the reading/language arts ISAT but will be required to take the math, and science in grades offered, ISAT with accommodations or adaptations as determined by their English Learning Plan (ELP). These students are included in the participation rates but not in the proficiency calculations for their first administration of the ISAT as allowed by federal flexibility.

Evidence:

Idaho Code §§33-116 and 33-1002

IDAPA 08.02.03

Board action, June 17, 2010

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1.3 Does the State have, at a minimum, a definition of *basic, proficient, and advanced* student achievement levels in reading/language arts and mathematics?

(a) Idaho has defined four levels of student achievement for the ISAT: Advanced, Proficient**, Basic, and Below Basic. A general description of each of the levels is listed below:

- **Advanced** Student demonstrates thorough knowledge and mastery of skills that allows him/her to function independently above his/her current educational level.
- **Proficient** Student demonstrates thorough knowledge and mastery of skills that allows him/her to function independently on all major concepts and skills at his/her educational level.
- **Basic** Student demonstrates basic knowledge and skills usage but cannot operate independently on concepts and skills at his/her educational level. Requires remediation and assistance to complete tasks without significant errors.
- **Below Basic** Student demonstrates a significant lack of knowledge and skills and is unable to complete basic skills or knowledge sets without significant remediation.

All of the ISAT assessments are aligned to the content standards for the content standards in reading, mathematics, and science performance level descriptors by subject by grade have been developed to describe what students know and are able to do at each of the four proficiency levels in each subject in each grade. Reading and mathematics tests are given in grades 3-8 and 10. Science is tested in grades 5, 7, and 10. The science test was piloted in 2005 and 2006; the test was delivered in 2007, and cut scores were set based on that administration. The science test is fully a part of the ISAT for 2007 going forward, but science scores are not a factor in AYP determinations.

Achievement standards (cut scores) for each performance level at each grade level have been set and approved by the Board. These scores are applied uniformly for all students in all public schools. Complete language of the performance level descriptors can be found at <http://www.sde.idaho.gov/site/assessment/ISAT/achievement.htm>.

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Approved by the State Board of Education May 30, 2007

	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Reading								
Advanced	208 and up	214 and up	219 and up	223 and up	227 and up	229 and up	232 and up	235 and up
Proficient	192-207	198-213	204-218	208-222	212-226	214-228	217-231	220-234
Basic	187-191	193-197	197-203	201-207	204-211	207-213	209-216	211-219
Below Basic	186 and below	192 and below	196 and below	200 and below	203 and below	206 and below	208 and below	210 and below
Math								
Advanced	204 and up	216 and up	224 and up	231 and up	237 and up	243 and up	247 and up	251 and up
Proficient	190-203	201-215	211-223	218-230	223-236	229-242	233-246	238-250
Basic	181-189	193-200	202-210	209-217	215-222	220-228	226-232	230-237
Below Basic	180 and below	192 and below	201 and below	208 and below	214 and below	219 and below	225 and below	229 and below
	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Language Usage								
Advanced	207 and up	216 and up	222 and up	227 and up	232 and up	236 and up	239 and up	242 and up
Proficient	196-206	203-215	209-221	214-226	218-231	221-235	224-238	226-241
Basic	188-195	195-202	201-208	206-213	209-217	213-220	216-223	218-225
Below Basic	187 and below	194 and below	200 and below	205 and below	208 and below	212 and below	215 and below	217 and below
Science								
Advanced			216 and up		219 and up			230 and up
Proficient			206-215		213-218			219-229
Basic			194-205		206-212			213-218
Below Basic			193 and below		205 and below			212 and below

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****Idaho has set the proficient level to meet the proficient level specified in *No Child Left Behind*.**

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Evidence:

Idaho State Board of Education action May 2007

IDAPA 08.02.03.111

Board action, December 10, 2009

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1.4 How does the State provide accountability and adequate yearly decisions and information in a timely manner?

Idaho will provide decisions about AYP in time for LEAs to implement the required provisions of *No Child Left Behind* before the beginning of the subsequent academic year.

For the purpose of determining AYP, the State Board will ensure that results of the state academic assessment will be available to the LEAs in a timely manner. (See Chart 1)

Chart 1. Timeline

Timeline	Activity
Mid-April to Mid-May Test Administration Window (annually)	Statewide assessment administration
Throughout the testing window (annually)	Collection of information on students enrolled for full academic year
Approximately one month from Assessment Administration	Assessment vendor required to provide assessment results to the Board
June (annually)	Schools receive aggregate assessment results
Late June-early July (annually)	Schools are notified of preliminary AYP status
14 days prior to the first day of school	LEA notification to parents regarding school choice and supplemental services
No later than thirty days after preliminary identification of schools/LEAs not meeting AYP (annually)	School/LEA appeals process ends Challenged agency renders final determination in response to appeal

AYP determinations are final at the close of the appeals window. When schools and districts receive preliminary determinations and make the decision they will not be challenging the determination, they then know what the final determination will be and can immediately prepare and issue the required notifications.

Evidence:

IDAPA 08.02.03.112

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1.5 Does the Idaho State Accountability System produce an annual State Report Card?

Yes. The Idaho State Department of Education produces an annual School Report Card that includes the required state information and also information on every LEA and school. LEAs are required to disseminate LEA - and school-level report cards.

The state releases accountability reports, assessment data, graduation, and other information as it becomes available for the state, districts, and schools.

The State and LEA School Report Cards include the required assessment, accountability, and teacher quality data as outlined below:

Assessment Data

The State School Report Card includes detailed assessment reports for the state, all LEAs, and all schools from the Idaho Standards Achievement Tests (ISAT) in reading, math, and language taken by students each spring.

The state phased in its assessments required under the Elementary and Secondary Education Act (ESEA) over a three year period. The 2004-05 Report Cards includes the full range of assessments in grades 3-8 and 10th grade. The 2008-09 Report Card includes results from the science assessment.

The assessment reports are different from the accountability reports in several ways:

1. The minimum “n” for reporting results is 10 for all students and subgroups.
2. The reports are by grade level.
3. The reports include all students tested, not just those enrolled for a full academic year.

For each grade and subject tested, the State School Report Card includes --

1. Information on the percentage of students tested. This information is disaggregated by the following subgroups:

All Students
Major Racial & Ethnic groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged
Migrant
Gender

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2. Information on student achievement at each proficiency level. In Idaho, the proficiency levels are: advanced, proficient, basic, below basic; the data is disaggregated by the following subgroups:

- All Students
- Major Racial & Ethnic groups
- Students with Disabilities
- Limited English Proficient
- Economically Disadvantaged
- Migrant
- Gender

3. The assessment data include the most recent 2-year trend data in student achievement for each subject and for each grade it is available.

II. Accountability Data

The state Report Card includes required accountability data for the state, its LEAs, and all schools, including a comparison between student achievement levels and the state's annual measurable objectives in reading and math, and data on student performance on the state's additional academic indicators used in making adequate yearly progress (AYP) determinations, and information on districts and schools making AYP.

Specifically, the State Report Card includes:

1. A comparison between the actual achievement levels and the State's annual measurable objectives in reading and mathematics for the following subgroups:

- All Students
- Major Racial & Ethnic Groups
- Students with Disabilities
- Limited English Proficient
- Economically Disadvantaged

2. A comparison between the actual participation rate and the State's annual measurable objective of 95 percent tested for the following subgroups:

- All Students
- Major Racial & Ethnic Groups
- Students with Disabilities
- Limited English Proficient
- Economically Disadvantaged

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3. Information on the third academic indicator used by the State for AYP determinations. (See Sections 7.1 and 7.2 for descriptions.) The information is disaggregated for the following groups:

All Students
Major Racial & Ethnic Groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged

The state reports aggregate graduation and drop out rates for the State, its LEAs that graduate students, and all high schools. Beginning with the 2006-2007 school year the department reports disaggregated information for the following groups:

All Students
Major Racial & Ethnic Groups
Students with Disabilities
Limited English Proficient
Economically Disadvantaged

4. The State Report Card also includes the following accountability information:
- Adequate Yearly Progress determinations for each LEA and school.
 - A list of schools identified for improvement and the sanctions each faces
 - A list of LEAs identified for improvement and the sanctions each faces
5. The state Report Card goes beyond the federal requirements and includes important student safety information for the state, its LEAs and all schools. Those indicators include the number of incidents of:
- Substance (Tobacco, Alcohol, Other Drugs) Distribution, Use, and Possession on campuses
 - In-School and Out-of-School Suspensions
 - Truancies, Expulsions, and Fights on campuses
 - Insubordination, Harassment, Bullying, and Vandalism on campuses
 - Weapons, and non-firearm weapons on campuses
 - Data on violent crimes that committed on their campuses used to identify “persistently dangerous” schools.

III. Teacher Quality Data

The Idaho State Report Card includes Teacher Quality Data in three areas:

1. The professional qualifications of all public elementary and secondary school teachers in the State, as defined by the State;
2. The percentage of all public elementary and secondary school teachers teaching with emergency or provisional credentials; and

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3. The percentage of classes in the State taught by highly qualified teachers (as the term is defined in Section 9101(23) of the ESEA), percentage of classes in the State not taught by highly qualified teachers, in the aggregate and disaggregated by high-poverty compared to low-poverty schools which (for this purpose) means schools in the top quartile of poverty and the bottom quartile of poverty in the State.

Dissemination

<https://www.sde.idaho.gov/reportcard/>

State dissemination

The ISDE produces its State School Report Card as an interactive web-based version, which is posted on the ISDE website. Results from the National Assessment of Educational Progress (NAEP) are reported to reflect results from Idaho participation in NAEP administrations.

The State School Report Card web version is available in Spanish.

LEA dissemination

The ISDE publishes web-based Report Cards for each LEA and every school.

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Evidence: The Idaho State Report Card with accountability and assessment information for the state, its LEAs, and all schools is available at <https://www.sde.idaho.gov/reportcard/>.

Board action, December 10, 2009

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1.6 How does the State Accountability System include rewards and sanctions for public schools and LEAs?

Idaho developed annual measurable objectives determined by the computations for AYP during the transition period of 2002-03. Beginning in 2002-2003, Idaho administered the ISAT assessments to determine AYP for Idaho school systems. The system of assessment is defined in IDAPA 08.02.03.111, Rules Governing Thoroughness, State Board of Education.

Idaho's current Statewide Assessment and Accountability Plan is reflected in a state accountability system that includes rewards and sanctions for public schools and LEAs. The Board approved the plan in 2003 and the State Legislature approved it in 2004. The plan prescribes consequences for schools/LEAs that do not meet accreditation standards. These consequences range from development of a School Improvement Plan to possible state takeover of the school or LEA. In addition, all Idaho Title I public schools and Idaho Title 1 districts are subject to the requirements of Section 1116 of NCLB. (See Chart 2: Idaho School and LEA Sanctions)

All Idaho schools will follow the State Department of Education Procedures for School Improvement.

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Chart 2: Idaho School and LEA Sanctions

Not Meeting AYP	Schools	LEAs
Year 1 & 2	Identified as not achieving AYP	Identified as not achieving AYP
Year 3	School Improvement • Technical Assistance from LEA • Choice • Develop and Implement an Intervention School Improvement Plan • Supplemental Services for eligible students in reading and math if choice not available	LEA Improvement • Technical Assistance from SDE • Develop and implement an Intervention Improvement Plan
Year 4	School Improvement • Technical Assistance from LEA • Choice • Supplemental Services • Implement Intervention School Improvement Plan	LEA Improvement • Technical Assistance from SDE • Implement the Intervention Improvement Plan
Year 5	Corrective Action • Choice • Supplemental Services • Technical Assistance from LEA • Implement Corrective Action	• Corrective Action • Technical Assistance from SDE • Implement Corrective Action
Year 6	School Improvement • Choice • Supplemental Services • Develop a Restructuring Plan	Corrective Action • Technical Assistance from SDE • Implement Corrective Action
Year 7	School Improvement • Choice • Supplemental Services • Implement Alternative Governance	

Title I schools and non- Title I schools are served under the Idaho State Department of Education Procedures for Schools in Improvement. (Appendix A) The plan requires a differentiated level of participation based on the year. The plan requires that schools offer tutoring services to student in underperforming subpopulations, school improvement planning and implementation, participation in SDE training and professional development and reporting.

Note: For non-Title 1 schools identified for School Improvement (year 3, 4, 5, 6 & 7), see page 11 of Appendix A for alternate options for offering Supplemental Services.

Rewards

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Distinguished Schools. The State Board of Education may recognize as “Distinguished Schools,” the top five percent (5%) of schools exceeding the Idaho Adequate Yearly Progress (AYP) intermediate targets listed in Subsection 112.02 and significantly reducing the gaps between subgroups listed in Subsection 112.03.d.

Additional Yearly Growth (AYG) Award. Schools demonstrating improved proficiency levels of subpopulations or in the aggregate by greater than ten percent (10%) will be considered to have achieved AYG. The school must have achieved Adequate Yearly Progress (AYP) to be eligible for this award.

EVIDENCE:

IDAPA 08.02.03, Section 113

Board action, revised January 2008

Idaho Request for Proposal for Supplemental Services Providers

State of Idaho - Approved List of Supplemental Services Providers

State Board approved Accountability Procedures

PRINCIPLE 2. All students are included in the State Accountability System.**2.1 How does the State Accountability System include all students in the State?**

All Idaho public schools and LEAs are systematically judged on the basis of the same criteria when making an AYP determination using data collected through the test enrollment process by the technical vendor overseen by ISBE.

The state contractor will use a web-based data collection system to collect data for all subpopulations included in NCLB requirements. This data will be included in reports prepared by the current vendor, Data Recognition Corporation, and the Bureau of Technology Services, to create reports for the schools, LEAs, and state for AYP determination.

For the purpose of determining AYP, Idaho public schools are defined as those elementary and secondary schools established and maintained at public expense through the total basic foundation program/state aid formula outlined in Idaho Code §33-1002 and governed by the Idaho State Board of Education (Idaho Code §33-116). For the purposes of AYP determination, an elementary school is one that has a grade configuration that may include grades K-4 but does not contain grade 8 or higher. A middle school is a school that does not meet the definition of an elementary school and contains grade 8 but does not contain grade 12. A high school is any school that contains grade 12. The LEA is defined as the local school district or a public charter school designated as an LEA.

The accountability of public schools without grades assessed (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended the associated feeder school.

All Idaho school students with disabilities as defined under section 602(3) of the Individuals with Disabilities Education Act (IDEA) amendments of 1997 and Board policy will participate in the Plan. The Individualized Education Program (IEP) team will determine how students with disabilities will participate in the Plan (i.e., ISAT or Idaho Alternate Assessment Program) as defined in Board policy. For testing purposes, those students who have been exited from a special education program will be coded SPEX1 and SPEX2 for first and second year of exited status. The Idaho Alternate Assessment will yield reading and mathematics assessment results for inclusion in AYP determination.

Idaho's assessment window includes five calendar weeks. The first four weeks of the testing window are considered the test administration window and the fifth week is considered the make-up window.

All LEP students in Idaho public schools are required to participate in the Plan. LEP, when used with reference to individuals, denotes:

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- Individuals whose native language is a language other than English.
- Individuals who come from environments where a language other than English is dominant.
- Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English.

For accountability purposes, all LEP students are included. LEP students, who receive a score in the low range on the State Board of Education approved language acquisition proficiency test and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. For AYP purposes students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. However, exited LEP students are not included in the LEP subgroup ~~when~~ unless the number of LEP students in the subgroup already meets the minimum “n” size of 34. For testing purposes, exited LEP students will be coded LEPX1 and LEPX2 for first and second year of exited and monitored status. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the English Proficiency test in lieu of the reading/language usage ISAT but will still be required to take the math, and science in grades offered, ISAT with accommodations or adaptations as determined by the ELP and language proficiency score. Their participation will count positively in the 95% participation requirement for both the reading and math assessment. However, neither the math nor reading scores will be counted in the proficiency calculations. For testing purposes, first year LEP students will be coded as LEP1.

All of the required subgroups, including students with disabilities and LEP students within the flexibility parameters allowed by the US Education Department, who are enrolled in an Idaho public school for a full academic year, will be included in the performance level measures that determine AYP and accountability status of schools.

Evidence:

Idaho Code §§33-116 and 33-1002

IDAPA 08.02.03

Board action, December 10, 2009

2.2 How does the State define “full academic year” for identifying students in AYP decisions?

As defined in Board Rule, the following students are to be included in the Plan through the completion of a full academic year.

a. For inclusion in AYP determination

A student is continuously enrolled if s/he has not transferred or dropped-out or been expelled from a public school. Students who are serving suspensions are still considered to be enrolled students. Expulsion policies in Idaho are used at the district level; students expelled at one school do not typically re-enroll at another school within the same district. A student who is enrolled continuously in the LEA from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included when determining if the LEA has achieved AYP. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period, excluding the make up portion of the test window, will be included when determining if the state has achieved AYP.

Evidence:

IDAPA 08.02.03, Section 112.03
Board action December 10, 2009

2.3 How does the State determine which students have attended the same public school and/or LEA for a full academic year?

The following definition of students to be included in the Plan through the completion of a full academic year has been developed by a statewide citizen committee appointed by the Board and will be included in the Plan.

b. For inclusion in AYP determination

All of the following student subgroups are held accountable to the AYP indicators:

- A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the school achieved AYP. A student is continuously enrolled if he/she has not transferred or dropped-out or been expelled from a public school. Students who are serving suspensions are still considered to be enrolled students.
- A student who is enrolled continuously in the LEA from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the LEA achieved AYP.
- A student who is enrolled continuously in the state from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the spring testing administration period will be included in the calculation to determine if the state achieved AYP.

Evidence:

IDAPA 08.02.03

Board action, December 10, 2009

PRINCIPLE 3. State definition of Adequate Yearly Progress (AYP) is based on expectations for growth in student achievement that is continuous and substantial, such that all students are proficient in reading and mathematics by no later than 2013-2014.

3.1 How does the state's definition of AYP require all students to be proficient in reading and mathematics by the 2013-2014 school year?

Idaho's definition of AYP requires all students to be proficient in reading and mathematics by the end of the 2013-2014 school year. It also requires all students and each subgroup to be held accountable to meet all of the academic indicators used to measure AYP (percent proficient in reading and mathematics; percent of participation in the assessments). Graduation rate for secondary schools and an additional academic indicator for elementary and middle schools will also be used to determine if a school has made AYP. See Chart 3 for 2007-2008 disaggregation of high school graduation rate that will be available for use in safe harbor calculations.

High school students take the ISAT in grade 10. The online test is presented multiple times each year for the purpose of meeting the graduation requirements. If a student meets the proficiency requirement in an administration prior to the spring assessment, that student will be counted as meeting standard for purposes of calculating AYP. Idaho will include retesting 11th grade students in 2009 and 11th and 12th grade student retesters in 2010 for high school proficiency calculations for AYP.

Idaho's Technical Advisory Committee recommended a validation of the Achievement Standards and Proficiency Level Descriptors (PLDs) after the 2007 ISAT was operational in 2007. The PLDs were reviewed and revised by 25-30 teachers per content area in March 2007. Academic Achievement Standards were validated using the Modified Bookmarking method immediately following the first administration of the ISAT (May 2007) after changing vendors in 2006. Statewide teams of 25-30 teachers in each content area reviewed student achievement using ordered item booklets and PLDs.

Idaho PLDs define proficiency in terms of general understanding of grade level content and skills. Students at the Basic level are expected to demonstrate limited (partial) proficiency of grade level content and skills. The lower end scale scores for basic leave a wide range for the Below Basic category.

Applying a weighted average value to Basic scale scores will support the PLDs and give partial credit for student achievement. Idaho Standard Achievement Tests scale scores are set on a vertical scale of 0 – 300. Idaho chose to keep the same scale when the test was revised in 2007 to maintain continuity for schools and districts data files. Student achievement in every grade level ranges from 160-300, further compressing the spread of students' scale scores. This issue does not allow breaking Basic proficiency band without jeopardizing the validity when some bands are as narrow as five scale score points with a standard error of three.

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Reviewing Idaho student data from 2008 administration and the range of scale scores for each proficiency band, we have adapted the weighted model to create an equitable and fair assignment of partial credit.

Table I: Weighted Average in Proficiency Bands

Proficiency Level		Index Points
Level 1: Below Basic	1	0
Level 2: Basic	2	50
Level 3: Proficient Level 4: Advanced		100

Table I.a: AYP Calculation Table by Weighted Average in Proficiency Bands

Idaho Adequate Yearly Progress - Status				District:			
School Index Report				School: ELEMENTARY			
				School ID:			
				Grade:			
Performance Index Points Earned							
Group	N - (Total Number of Students in this group) NOTE: AYP proficiency not determined with 33 or less students	Below Basic Level 1 Number of Students Scoring at Scaled Score Range 1	Basic Level 2 Number of Students Scoring at Scaled Score Range 2	Proficient Level 3 Number of Students Scoring at Scaled Score Range 3	Advanced Level 4 Number of Students Scoring at Scaled Score Range 4	Calculation	
						Sum of totals Across row	Group Performance Index Score
		$n1 \times 0 +$	$n2 \times 50 +$	$n3 \times 100 +$	$n4 \times 100 =$	Sum	Divide Sum by N count Rounded to Tenth

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All subgroups will be held accountable for the academic indicators of reading and mathematics participation rate. Disaggregation of the graduation rate for 2006-2007 will be available for AYP determination in the 2007-2008 school year.

In the 2009 amendment to the Accountability Workbook, Idaho used spring 2007-2008 ISAT scores as the baseline for calculating the weighted average index model for AYP determinations. A timeline was established for public schools to reach the goal of 100% of students proficient in reading and mathematics by the end of the 2013-14 school year. Annual intermediate goals were established beginning in the 2008–09 school year with subsequent goals in 2010-11, 2012-13 and 2013-14 to assure increases in the percent of students proficient in reading and mathematics.

Table II: Percent "Proficient or Higher" Required to Meet AYP
Idaho Partial Proficiency Weighted Model

	2008-09 2009-10	~~2009-10~~ 2010-11 2011-12	~~2011-12~~ 2012-13	2013-14
Reading	85.6	90.4	95.2	100
Mathematics	83.0	88.7	94.3	100
Language Arts	75.1	83.4	91.7	100

Table II displays the Annual Measurable Objectives that plot growth toward 100% by 2014. This table replaces the previous version that was based on a status model that did not award partial proficiency for students scoring in the Basic range on the Idaho Achievement Standards.

GROWTH OBJECTIVE ("Safe Harbor" Provision)

If any student subgroups do not meet or exceed the Idaho's annual measurable objectives, the public school or LEA may be considered to have achieved AYP if the percent of students in the non-proficient subgroup:

1. Decreased by 10% from the preceding school year on the reading and mathematics indicators, as applicable,
2. Made progress on one or more of the other indicators, or is at/above the target goal for that indicator, and
3. Attained a 95% participation rate

EVIDENCE:

Board action August 2006

Board Information February 28, 2008

Board action, December 10, 2009

3.2 How does the State Accountability System determine whether each student subgroup, public school, and LEA achieves AYP?

The Plan bases the annual determination of whether each subgroup, public school, and LEA achieves AYP on the achievement of all students, including the following subgroups:

1. Economically disadvantaged
2. Racial/ethnic
3. Students with disabilities
4. Limited English Proficient

Idaho's AYP calculation also incorporates additional academic indicators of graduation rate (for secondary schools) and language usage for elementary and middle schools beginning in the 2004-2005 school year. Use of the third indicator is described in Section 7.2. Disaggregation of the 2006-2007 graduation rate will be available for AYP determinations in 2007-2008. (See Chart 3.)

(NOTE: For accountability purposes, the requirement to disaggregate graduation rate and growth index data into the subgroups is effective on when the public school or LEA must use the "Safe Harbor" provision to achieve AYP.)

Idaho will use a decreasing trend calculation under the "Safe Harbor" provision to identify schools that failed to achieve AYP by the method outlined in Chart 3. An Idaho public school or LEA may be considered to have achieved AYP if the percent of students in the non-proficient subgroup:

- Part 1: Decreased by 10% from the preceding school year,
- Part 2: Made progress on the additional academic indicators, or is at/above the target for that academic indicator, and
- Part 3: Attained a 95% participation rate

An LEA is identified for improvement when it misses AYP in the same subject and same grade span for two consecutive years, or misses the other academic indicator in the same grade span for two consecutive years.

Beginning in 2002-2003 Idaho introduced the ISAT in grades 4, 8, and 10. With this phased-in introduction, many subgroups did not appear to have missed a target in reading or math because there were less than 34 students (see section 5.5). With the introduction of more grades, more subgroups now have 34 or more students. To avoid the over-identification of schools and districts in "need of improvement," Idaho will apply safe harbor (the reduction of not proficient students by 10%) to subgroups' results from 2003 even when the "n" is less than 34.

- The safe harbor formula used is
-

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% of not proficient students, year 1 - % of not proficient students, year 2
% of not proficient students, year 1

- Idaho will use the % of not proficient students in year 1 even when “n” is less than 34
- The “n” for year 2 data must be equal to or greater than 34

Completion of the introduction of the ISAT in grades 3-8 and 10 significantly reduced the use of data from groups less than 34 to apply Part 1 of safe harbor.

Chart 3. “Safe Harbor” Provision for AYP Determination with Accountability

Subgroups and Indicators

	Academic Indicators		Participation Rate		Graduation / Additional Academic Indicator*
	Reading % Meeting Standard	Mathematics % Meeting Standard	Reading	Mathematics	
	Decrease by 10% that percent of students not proficient from the preceding year in the school	Decrease by 10% that percent of students not proficient from the preceding year in the school	Attained a 95% Participation Rate	Attained a 95% Participation Rate	Meets or shows progress toward this indicator by that sub- group
All Students					
Economically Disadvantaged					
American Indian/Alaskan Native					
Asian					
Black/African American					
Native Hawaiian/Other Pacific Islander					
White					
Hispanic or Latino Ethnicity					
Students with Disabilities					
LEP Students					

- * The requirement to disaggregate graduation rate and additional academic indicator data into the subgroups for accountability is effective only when the public school and LEA must use the “Safe Harbor” provision to achieve AYP.

The state contractor, now Data Recognition Corporation, will employ its current web-based system to collect and report data for all subgroups.

Evidence:

Board action August 15, 2003

IDAPA 08.02.03, §114.07

Board action, December 10, 2009

3.2a What is the State's starting point for calculating Adequate Yearly Progress?

In 2009, Idaho amended the accountability workbook to implement an indexing model requiring recalculation of the starting point. Idaho used student scores from the Spring 2007-2008 school year ISAT test for the starting point to calculate AYP. Based on those scores, Idaho set separate starting points for reading and mathematics for public schools with the goal of having a common starting point statewide for all public schools with similar grade configurations based on the ISAT. These averages were used to determine intermediate goals and annual measurable objectives.

The vendor assigns proficiency levels based on achievement standards approved by the State Board (see section 1.3). The State Board contracts with the vendor to report proficiency levels on individual student, school, district, and state reports.

(1) Calculating the Starting Point for AYP

Because it provided the higher starting point of two options, the following method was used for establishing the starting point for AYP.

- Rank all Idaho public schools in order according to the percent of students who scored at the proficient level or above in reading in Spring 2008. The same process was used to calculate the starting point for mathematics. (In Steps 1 through 5, references are made to Chart 4, Example A, found on the following page.)
 1. In a chart similar to Example A, record the total students in the enrollment records for each school after they have been ordered based on the percent of students who scored at the proficient level or above.
 2. Beginning with the school with the smallest percent of proficient students in reading, calculate the cumulative enrollment. Referring to Example A, the cumulative enrollment for School X is 397 {200 (School Z) + 65 (School Y) + 132 (School X)}.
 3. Multiply the total student enrollment for Idaho public schools (top cumulative enrollment number) by 20 percent (.20) to find 20 percent of the total student enrollment. In the example, 20 percent of 1619 is 323.8. Rounding yields 324.
 4. Count up from the school with the smallest percent of students proficient in reading to identify the public schools whose combined school populations represent 20 percent of the total student enrollment (cumulative enrollment). From Example A, 20 percent of the total student enrollment is 324. To reach this number, the student populations from School X, School Y, and School Z are combined.

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5. Use the percent of students who scored at the proficient level in reading and mathematics from the public schools identified in Step 4. This percent is the minimum starting point for reading and mathematics. In Chart 4, Example A, the minimum starting point is 30 percent (the percent of proficient students at School X).

Chart 4. Example

School Name	Percent of Students Proficient in Reading and Math	Total students in enrollment records	Cumulative enrollment
School A	54 %	235	1619 (1384 + 235)
School B	40 %	400	1384 (984 + 400)
School W	38 %	587	984 (397 + 587)
School X	30 %	132	397 (265 + 132)
School Y	29 %	65	265 (200 + 65)
School Z	20 %	200	200

Evidence:

IDAPA 08.02.03, Section 112

Board action, August 15, 2003

Board action, May 30, 2007

3.2b What are the State's annual measurable objectives for determining Adequate Yearly Progress?

Idaho reset starting points in 2009 based on 2007-2008 student achievement data. Idaho has established annual measurable objectives/intermediate goals for reading and mathematics. These goals/objectives will identify a single percent of students who must meet or exceed the proficient level of performance on the ISAT and the Idaho Alternate Assessment.

Idaho has set annual measurable objectives/intermediate goals separately for reading and mathematics. Beginning in 2007-2008 the annual intermediate goals/objectives will be used to determine AYP and serve as a guide to public schools in reaching the target goal by the end of the 2013-14 school year. The goals/objectives are the same for all public schools and LEAs for each grade configuration. The goals/objectives may be the same for more than one year. Idaho has set the goals/objectives and will use them to determine AYP for each public school and LEA by each student subgroup through 2013-14. (Refer to Section 3.1.)

Table II: Percent "Proficient or Higher" Required to Meet AYP
Idaho Partial Proficiency Weighted Model

	2008-09 2009-10	~~2009-10~~ 2010-11 2011-12	~~2011-12~~ 2012-13	2013-14
-				
Reading	85.6	90.4	95.2	100
Mathematics	83.0	88.7	94.3	100
Language Arts	75.1	83.4	91.7	100

Evidence:

Board action, August 15, 2003
Board Information, February 21, 2008
Board action December 10, 2009

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3.2c What are the State's intermediate goals for determining Adequate Yearly Progress?

Idaho has set intermediate goals that will be applied to all school configurations (elementary, middle, and high school) by allowing multiple years at a specific target level. These targets lead to the ultimate goal of having 100% of students proficient in 2013-14. See chart in Section 3.2b.

Idaho Peer Review for 2006 required significant changes in the ISAT. As such, revised proficiency level descriptors were developed in March 2007. Based on revised PLDs and Spring 07 student data, performance standards were reset in May 2007.

Evidence:

Board action, August 2006
Board Information, 2006

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PRINCIPLE 4. State makes annual decisions about the achievement of all public schools and LEAs.

4.1 How does the State Accountability System make an annual determination of whether each public school and LEA in the State makes AYP?

Idaho makes annual determinations of AYP for all public schools and LEAs. Idaho Code requires that ISDE publish an annual report of school, LEA, and state performance. Idaho Code § 33-4502 and IDAPA 08.02.03, Section 112, require annual decisions before the beginning of each school year regarding school performance.

Information used for AYP determination includes:

- The proficiency status of each student tested in the state based on the assessment results for the student. (Each student will have a total mathematics and a reading score and students' proficiency will be determined for each test as provided by the testing company contracted to score and report test results.)
- Whether each student has completed a full academic year at the school, LEA, or state level as determined by a comparison of the roster of students enrolled from the end of the first eight weeks or fifty-six (56) calendar days of the school year who were continuously enrolled through the spring testing window. A student is continuously enrolled if he/she has not transferred or dropped-out or been expelled from a public school. Students who are serving suspensions are still considered to be enrolled students. Expulsion policies in Idaho are used at the district level; students expelled at one school do not typically re-enroll at another school within the same district.
- The number of students enrolled for a full academic year determined by comparing the number of continuously enrolled students with the number of tested students.
- The percent of students enrolled for a full academic year.
- The graduation rate for public high schools as determined by the formula indicated in Section 7.1 with information coming from the current Tenth Month Enrollment Report (June) and prior year dropout reports (by student)
- Performance on the additional academic indicators: See Section 7.2 for description of the third academic indicator for public elementary and middle schools.

Disaggregated test results, percent tested, and a third academic indicator and for elementary and middle schools the academic indicator described in Section 7.2 across all required subgroups. Disaggregation of the 2006-2007 graduation rate will be available for AYP determinations in 2007-2008.

All required subgroups are identified based on subgroup membership indicated in the March testing collection. Idaho will notify schools and LEAs of any subgroup that initially does not achieve AYP in one year on any indicator (i.e., reading, mathematics, participation rate, additional academic indicator, or graduation rate).

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Each school, LEA, and sub-group will be required to meet the AMO's and the intermediate goals. Each school and LEA, including all subgroups, will be required to meet the 95% assessment participation rate indicator.

An LEA or school is identified for improvement when it misses AYP for any group for two consecutive years, or misses the other academic indicator for two consecutive years. Idaho will move to a model where an LEA is identified for improvement when it misses AYP in the same subject and same grade span for two consecutive years, or misses the other academic indicator in the same grade span for two consecutive years when Idaho's technology allows more precise calculations.

Public schools will be accountable for all students who have been enrolled in the school for a full academic year. The LEA is accountable for all students who have been enrolled for a full academic year in that LEA. The State Education Agency (SEA) is accountable for all students who have been enrolled for a full academic year in state schools. (See Section 2.2)

The decision about whether a school has achieved AYP is the responsibility of the State Department of Education. All accountability decisions will be based on the information collected by the test vendor, using the following electronic collections:

- Enrollment of Students at the end of the first eight weeks or fifty-six calendar days of the school year
- Student Enrollment File (SEF)
- Tenth Month Enrollment Report (June)
- Total Year Student Registration Record
- Assessment Results by Student

The State Department of Education receives student data from the vendor in an SQL table. Calculations for AYP are done using additional information listed above. The appeals site for AYP is maintained at ISDE and approval and denials are determined by the Office of the State Board.

Evidence:

Idaho State Code § 33-4502
IDAPA 08.02.03
Board action, August 15, 2003
Board action, December 10, 2009

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PRINCIPLE 5. All public schools and LEAs are held accountable for the achievement of individual subgroups.

5.1 How does the definition of Adequate Yearly Progress include all the required student subgroups?

Idaho's definition of AYP includes measuring and reporting the achievement of subgroups of students by the indicators and subgroups that appear in Chart 5 (Accountability Subgroups and Academic Indicators). Currently, Idaho reports LEA and state performance by the required student subgroups. The Idaho Report Card can be viewed at ISDE's website. Districts create Reports Cards for individual schools within their respective districts. Reports Cards are available to the public from each LEA.

Chart 5. Accountability Subgroups and Academic Indicators

	Academic Indicators		Participation Rate		Graduation/Additional Academic Indicator*
	Reading % Meeting Standard	Mathematics % Meeting Standard	Reading	Mathematics	
All Students					
Economically Disadvantaged					
American Indian/Alaskan Native					
Asian					
Black/African American					
Native Hawaiian/Other Pacific Islander					
White					
Hispanic or Latino Ethnicity					
Students with Disabilities					
LEP Students					

* The school/LEA will not be required to disaggregate graduation rate and additional academic indicator data into the subgroups unless the school/LEA is using the "Safe Harbor" provision to achieve AYP.

Idaho's definition of AYP requires all student subgroups to be proficient in reading and mathematics by the end of the 2013-14 school year. (See Section 3.1)

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Evidence:

Idaho Report Card

<https://www.sde.idaho.gov/reportcard/>

IDAPA 08.02.03

Board information, February 2008

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5.2 How are public schools and LEAs held accountable for the progress of student subgroups in the determination of Adequate Yearly Progress?

Data Recognition Corporation, Idaho's assessment contractor, collects all data on all student subgroups. These data are then provided to ISDE and used to match student enrollment data with test results and other indicators to determine AYP for all required subgroups. School determinations of AYP are computed in this system. Each subgroup within the school or LEA must meet the objective for each indicator (assessment proficiency rate and participation rate) in order to achieve AYP.

Idaho uses a uniform averaging procedure across grade levels in a school, LEA, or state to produce a single assessment score for reading and a single assessment score for mathematics. Test results in 2003 provided starting points for determining intermediate goals and annual measurable objectives for schools at those grade configurations. (See Section 3.1) Additionally, Idaho applies the 95% participation rate to student subgroups.

For AYP determination, the additional academic indicator calculation is used for accountability at the school/LEA levels, but is not calculated for each subgroup. However, for schools/LEAs that must use the "Safe Harbor" provision to achieve AYP the academic indicator must then be met by the subgroup(s) that failed to achieve AYP on the assessment scores.

An LEA or school is identified for improvement when it misses AYP for any group for two consecutive years, or misses the other academic indicator for two consecutive years. Idaho will move to a model where an LEA is identified for improvement when it misses AYP in the same subject and same grade span for two consecutive years, or misses the other academic indicator in the same grade span for two consecutive years when Idaho's technology allows more precise calculations.

The Idaho Report Card will chart the progress of all groups of students and the status of each group in relation to annual measurable objectives based on the percent of students at the proficient level for reading, mathematics, the participation rate, and additional academic indicators. ISDE will provide the participating school, LEA, and state with the annual Report Card by the end of September with results.

Evidence:

IDAPA 08.02.03

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5.3 How are students with disabilities included in the State's definition of Adequate Yearly Progress?

Students with disabilities, as defined under Section 602(3) of IDEA and State Board policy are required to participate in all statewide achievement tests in Idaho. For AYP purposes, Board policy also stipulates that students with disabilities who have been enrolled in a public school for a full academic year will be included in the accountability formula. Students with disabilities must participate either in the ISAT, with or without accommodations and adaptations, or in the Idaho Alternate Assessment (IAA). The participation and proficiency results for the students with disabilities will be included in all AYP determinations.

The Office of the State Board notifies schools and LEAs of the AYP status for the student with disabilities subgroup on each indicator (i.e., reading and mathematics proficiency and participation rates, graduation rate, or the performance rate on the additional academic indicator).

The IAA is for special education students with significant disabilities, whose cognitive impairment may prevent them from attaining grade-level knowledge and skills, even with effective instruction and modifications. The IEP team determines whether a student is eligible to take an alternate assessment by using the state guidelines. The IAA is aligned to extended knowledge and skills, which are aligned to the Idaho Achievement Standards. Extended knowledge and skills differ in complexity and scope from the general education knowledge and skills. The IAA has a clearly defined scoring criteria and procedure and a reporting format that identifies the same performance levels as students taking the ISAT. All students taking the IAA are included in the calculations of adequate yearly progress (AYP) as either proficient (and above) or not yet proficient at the school, LEA and state level in reading and math and participation rates. The percent of students in the Alternate Assessment to ISAT will not exceed 1% of all students in the grades assessed at the LEA and the state levels. If it is projected that an LEA may exceed the 1% cap due to unusual circumstances, the LEA must use the state appeal process for approval.

Evidence:

IDAPA 08.02.03

<http://www.sde.state.id.us/SpecialEd/AltAssessment/iaamanual.pdf>

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Consolidated State Application - Accountability Workbook

5.4 How are students with limited English proficiency included in the State's definition of Adequate Yearly Progress?

All LEP students in Idaho public schools are required to participate in the Plan using appropriate accommodations and modifications. LEP, when used with reference to individuals, represents:

- Individuals whose native language is a language other than English.
- Individuals who come from environments where a language other than English is dominant.
- Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English.

Limited English Proficient (LEP) students who receive a score in the low range on the State Board of Education approved language acquisition proficiency test and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations as outlined in the ELP. For AYP purposes students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. However, exited LEP students are only included in the LEP subgroup when the number of LEP students in the subgroup already meets the minimum "n" size of 34. For testing purposes, exited LEP students will be coded LEPX1 and LEPX2 for first and second year of exited and monitored status. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take the English Proficiency test in lieu of the reading/language usage ISAT but will still be required to take the math, and science in grades offered, ISAT with accommodations or adaptations as determined by the ELP and language proficiency score. Their participation will count positively in the 95% participation requirement for both the reading and math assessment. However, neither the math nor reading scores will be counted in the proficiency calculations. For testing purposes, first year LEP students will be coded as LEP1.

All of the required subgroups, including LEP students as described above, who are enrolled in an Idaho public school for a full academic year, will be included in the performance level measures that determine AYP and accountability status of schools, and the approval status of schools, LEAs, and the state.

Idaho will notify schools and LEAs of the LEP subgroup that initially does not achieve AYP in one year on any indicator (i.e., reading, mathematics, participation rate, additional academic indicator, or graduation rate).

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Board rule addresses the participation of LEP students and also outlines the criteria that a school-based team must evaluate each individual LEP student to determine the appropriate participation in the ISAT. LEAs may approve assessment with accommodations and modifications on a case-by-case basis for individual students.

For an LEP student who is also identified as a student with disabilities under IDEA, the IEP team will determine whether the student participates in the ISAT or meets the criteria for the Idaho Alternate Assessment.

Evidence:

IDAPA 08.02.03, §§111.04 and 112

Board action, December 10, 2009

State of Idaho
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5.5 What is the State's definition of the minimum number of students in a subgroup required for reporting purposes? For accountability purposes?

Reporting Purposes

ISDE's minimum "n" for reporting is 10 students. Idaho Report Card does not report student data for less than 10 students. However, if the minimum "n" is not met, scores are rolled into the district level. In addition, when the cell being reported is greater than 95% or less than 5%, only the symbols >95% or < 5% will be reported. This will further reduce the possibility of inadvertently identifying information about individual students.

Board rule outlines the achievement performance measures for reporting the school's total students and each subgroup (migrant students, student gender, students with disabilities, LEP students, economically disadvantaged students, race/ethnicity to include American Indian/Alaskan Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, and Hispanic or Latino Ethnicity), which contains 10 or more students.

Accountability Purposes

ISDE's minimum "n" for accountability is 34 students. The minimum "n" of 34 will apply to ISAT, including Idaho Alternative Assessment test scores. Idaho examined the impact of the various "n" values that are statistically defensible for making valid and reliable AYP decisions. The "n" value of 34 provides confidence intervals of .05 and a power of .80, both of which are statistically acceptable.

For a comparative perspective, the following chart shows the impact of various "n" values on the number of schools that would be excluded at each value.

Fall Enrollment	Number of Schools	Elementary	Alternative/ Secondary	Exceptional Child
≤ 50	66	29	27	2
≤ 40	60	27	23	2
≤ 34	51	25	17	2

As the chart illustrates an "n" of 34 includes 15 schools in the calculation that would not be reported with an "n" of 50. Idaho has a very homogeneous student population. Approximately 86% of students are White, 11% are Hispanic or Latino ethnicity, and 3% is identified as Black/African American, Asian, or American Indian/Alaskan Native.

With an "n" less than 34 the probability is high that whole subgroups of the population would be excluded from performance calculations. Idaho will use grouping techniques consistent with federal guidelines to group students across grade-level averaging to reach reportable student numbers.

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Board policy outlines the achievement performance level measures for accountability as the “school’s total students and each subgroup (students with disabilities, Limited English Proficient, economically disadvantaged, and racial/ethnic to include American Indian/Alaskan Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, and Hispanic or Latino Ethnicity) that contains 34 or more students.”

Evidence:

IDAPA 08.02.03
Board action, December 10, 2009

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5.6 How does the State Accountability System protect the privacy of students when reporting results and when determining AYP?

Idaho uses a minimum “n” of 10 for reporting of school and LEA results. This minimum is consistent with requirements of the Family Educational Rights and Privacy Act (FERPA) requirements. Additionally, the Board policy assures the privacy rights of all students.

Individual student results are not public record. In order to assure that individual students cannot be identified, school results are not publicly reported or displayed when the number of students in a subgroup is less than 10 or whenever the reported results would make it possible to determine the performance of individuals such as all students in the group falling into the same performance level. Asterisks will be used on the Idaho Report Card when data are suppressed.

Results greater than 95% will be reported as “> 95%” and results less than 5% will be reported as “< 5%” in order to prevent reporting information that would violate the privacy of individual students.

EVIDENCE:

IDAPA 08.02.03, §111.05

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PRINCIPLE 6. State definition of AYP is based primarily on the State's academic assessments.

6.1 How is the State's definition of Adequate Yearly Progress based primarily on academic assessments?

Idaho's definition for AYP is based primarily on reading and mathematics assessments for all student subgroups. The 2002-2003 test results served as the baseline data years for the assessment indicators.

To achieve AYP, all student subgroups are required to meet the state's definition of proficient for reading and mathematics by the 2013-14 school year. Beginning in the 2004-05 school year, each school and LEA was required to increase the percent of students at the proficient level in that school or LEA consistent with intermediate annual measurable achievement objectives that were originally based on 2002-2003 baseline data.

The assessments that will be used to determine AYP calculations for schools and LEAs in Idaho are designated by "X" and on the following chart:

Chart 6. Idaho's Accountability Assessments

GRADE	ISAT & IAA		*SCIENCE
	READING	MATHEMATICS	
K			
1			
2			
3	X	X	
4	X	X	
5	X	X	X
6	X	X	
7	X	X	X
8	X	X	
9			
10	X	X	X
11			
12			

***SCIENCE WILL BE REPORTED ONLY AS REQUIRED FOR 2008.**

The same performance level standards are applied to public schools and LEAs, disaggregating the data into the federally-defined subgroups to determine the minimum percent of students at or above the state's identified proficient performance level for the respective grade spans using the starting point calculations outlined in section 3.2b and Chart 4. These calculations first identified the percent of students achieving AYP for 2003-04; determined AYP intermediate goals/annual objectives based on state performance through 2013-2014 and determined annual growth objectives based on school performance up to 2013-2014.

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In addition to meeting the 95% assessment participation rate, the graduation rate will be used as the additional indicator for public high schools.

Evidence:

IDAPA 08.02.03

Board action, January 26, 2004

Board information, February 2008

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PRINCIPLE 7. State definition of AYP includes graduation rates for public high schools and an additional indicator selected by the state for public middle and public elementary schools (such as alternative performance measure rates).

7.1 What is Idaho's definition for public school graduation rate?

For Idaho, the graduation rate has been measured through AYP determinations made in 2007 using the number of students who graduate from a public high school with a regular diploma (not including a GED or any other diploma not fully aligned with the state's academic standards) in five years. Idaho includes in the graduation rate the number of students with disabilities who are entitled to services up to the age of 21 where the Individual Education Plan warrants the additional time to meet graduation requirements. The number of high school graduates and dropouts by grade has been reported to ISDE for the last five years.

The graduation rate formula beginning in fall 2008 data collection and used in the calculation for the class of 2007 in AYP determination for the State of Idaho for 2008 uses a denominator of current year graduates, plus current year 12th grade dropouts, plus prior year 11th grade dropouts, plus two years prior 10th grade dropouts, plus three years prior 9th grade dropouts.

$$\frac{A}{A+B+C+D+E} = \text{Graduation Rate}$$

A = Current Year Graduates
B = Current Year 12th Grade Dropouts
C = Prior Year 11th Grade Dropouts
D = Two Years Prior 10th Grade Dropouts
E = Three Years Prior 9th Grade Dropouts

Idaho uses the formula for graduation rate from the National Center for Educational Statistics (NCES). Graduation rate (G) is defined by NCES as the proportion of students that begin in ninth grade and go on to complete twelfth grade with a diploma. Idaho includes students who complete high school under the IEP exception. A General Education Development (GED) certificate does not meet requirements that are comparable for receipt of a regular high school diploma.

$$G = c_{st}^{long} = \frac{g_{st}}{g_{st} + d_{st}^{12} + d_{s(t-1)}^{11} + d_{s(t-2)}^{10} + d_{s(t-3)}^9}$$

Where

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- G = graduation rate.
 c_{st}^{long} = four-year completion rate for state s at year t .
 g_{st} = number of high school completers at year t .
 d_{st}^{12} = number of grade 12 dropouts at year t .
 $d_{s(t-1)}^{11}$ = number of grade 11 dropouts at year $t-1$.
 $d_{s(t-2)}^{10}$ = number of grade 10 dropouts at year $t-2$.
 $d_{s(t-3)}^9$ = number of grade 9 dropouts at year $t-3$.

The Board established the graduation rate standard of 90%. Schools will be considered as having achieved AYP if they ~~meet or exceed the standard or if they~~ have made at least a 2% improvement toward the standard.

Idaho will first determine whether each school met the 90% target or improved its graduation rate over the previous year.

The High School ISAT is first administered at grade 10. Proficient student scores will be banked. Non-proficient students will be re-tested in grades 11 and 12. AYP calculation will be made at the 11th grade cohort in 2009 and 12th grade cohort in 2010. Proficiency on the High School ISAT is a requirement for high school graduation in Idaho.

Graduation rates will use a rolling average, averaged over a two or three year period to determine if the requirement has been met.

For small schools below the minimum “n” (with 34 or fewer students in the cohort, Idaho will conduct a small school review by:

- First determining whether the school has met the 90% target or improved its graduation rate over the previous year.
- Second, a three year rolling average of graduation rates will be applied to calculate AYP when they fail to meet 90%.
- Finally, AYP determination will be based on whether the school lost no more than 1 student per year.

For subgroups with less than 10, the 90% or improvement rule will be applied at the LEA and state levels.

For AYP determination, the graduation rate calculation will be used for accountability at the school/LEA levels, but will not be calculated for each subgroup. However, for schools/LEAs that must use the “Safe Harbor” provision to achieve AYP for the graduation rate standard must then be met by the subgroup(s) that failed to achieve AYP on the assessment standards.

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While the state has been able to calculate the graduation rate for the student population as a whole, in order to provide for disaggregation of data by subgroups Idaho implemented in the fall 2008 collection detailed data that will allow the calculation of subgroup graduation rates for “Safe Harbor” determinations for the 2007 graduating class, which will be reported in 2008 AYP determinations.

The formula for calculating the graduation rate will be based on four year completers and will be used in the AYP calculation. With the implementation of a unique student identifier within the next year districts within Idaho will be better able to track transfers of students within the state.

Evidence:

Board action October 2, 2003
IDAPA 08.02.03

Board Action June 17, 2010

State of Idaho
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7.2 What is the State's additional academic indicator for public elementary schools and public middle schools for the definition of AYP?

The Idaho State Board of Education approved beginning in the 2004-2005 school year an additional academic indicator for elementary and middle schools. Districts may choose among the following three options:

- Meet or exceed previous Language Usage ISAT proficiency rates, or
- Reduce the percentage of students that score at the below basic level on the reading and math ISAT, or
- Increase the percentage of students that score at the advanced level on the reading and math ISAT.

The guidelines for the Language Usage proficiency rates will be the same as for the previous two years. Schools/districts and any applicable subgroup using safe harbor must do one of the following to meet the Language Usage goal:

1. Maintain the percent of proficient or advanced students from the previous year, or
2. Increase the percent proficient or advanced students from previous year, or
3. Achieve a proficiency rate at or above the current AMO target (see Principle 3.1).

In addition, the guidelines below apply to increasing the percent of advanced in reading and math or decreasing the percent of below basic in reading and math:

1. Increase in percent of advanced is an average of the percent of increase in reading and the increase in math delineated by the following formulas:
 - a) Formula for increase of advanced percent: $((\text{Percent of advanced students in reading year 2} - \text{percent of advanced students in reading year 1}) + (\text{Percent of advanced students in math year 2} - \text{percent of advanced students in math year 1})) / 2$
 - b) Formula for decrease of below basic percent: $((\text{Percent of below basic students in reading year 1} - \text{percent of below basic students in reading year 2}) + (\text{Percent of below basic students in math year 1} - \text{percent of below basic students in math year 2})) / 2$
2. Districts must maintain the previous year's level or make progress in either the percent of advanced or percent of below basic students to have achieved the goal.

The following are general guidelines for all three options:

1. Selection of an option is in force for a minimum of one year. Districts may change their selection annually by written notification to the Office of the State Board of Education by September 15th of each year. The selection will remain in effect unless notification is received by this date.
2. Districts must select a choice that will be applied to all schools within that district, including charter schools. Charter schools not chartered by a district will make a decision as an LEA.

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LEA choices must be made at the beginning of the school year. The language usage option was assigned to LEAs that did not make the cut off date for the 2004-2005 school year.

These gains are measured by performance on the ISAT tests, eliminating the need for an additional statewide test. The language usage test is an academic test that is developed and maintained according to the same technical standards as the mathematics, reading, and science tests that are components of the ISAT.

For the AYP determination, the additional academic indicator calculation will be used for accountability at the school/LEA levels, but will not be calculated for each subgroup. However, for schools/LEAs that must use the "Safe Harbor" provision to achieve AYP for the achievement indicator, the additional academic indicator standard must then be met by the subgroup(s) that failed to achieve AYP on the assessment standards.

Evidence:

Board action, January 26, 2004
Board action, December 10, 2009

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7.3 Are the State's academic indicators valid and reliable?

Idaho has defined academic indicators that are valid and reliable as demonstrated by the use of clear definitions (e.g., United States Department of Education-recommended calculation formulas) for data elements and the statewide collection and analysis of data by the Board and ISDE. The Board and ISDE review data submitted by LEAs, including school/LEA graduation and additional academic indicators, and publishes the information in school/LEA/state Report Cards. This includes the monitoring of databases to verify the accuracy of data.

Idaho's graduation rate calculation is consistent with the NCES calculation (See Section 7.1) with the exception that Idaho includes a provision that for students with disabilities who meet the criteria established on his or her IEP that specifically address completion of the student's secondary program more than four years can be taken to graduate. The same flexibility is allowed for LEP students with an ELP plan.

In 2007 and 2008, Idaho contracted with outside vendors to conduct independent reliability and validity studies of ISAT reading, mathematics, language usage, and science assessments. Educators from each part of the state will be involved in ongoing item writing and test development to provide test items for each testing session. Alignment study results found each content area to be in satisfactory alignment with Idaho content standards. The alternate assessment has been redesigned as a portfolio assessment aligned with Idaho Standards, and all content areas will be assessed using the new system in 2009-2010. An independent review will be conducted to assure validity, reliability, and alignment.

Evidence:

Idaho State Department of Education website for Idaho Report Card
<https://www.sde.idaho.gov/reportcard/>
Idaho State Department of Education website for alignment studies
<http://www.sde.idaho.gov/site/assessment/ISAT/technicalReports.htm>

Board action, December 10, 2009

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PRINCIPLE 8. AYP is based on reading/language arts and mathematics achievement objectives.

8.1 Does the state measure achievement in reading/language arts and mathematics separately for determining AYP?

For accountability purposes, using the ISAT, achievement in reading and mathematics are measured separately. For Idaho students with significant cognitive impairment, the Idaho Alternate Assessment (IAA) is used to assess students for accountability. (See Chart 3 in Section 3.1) During the 2002–03 academic year, Idaho implemented the ISAT assessment program on a statewide basis.

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PRINCIPLE 9. State Accountability System is statistically valid and reliable.

9.1 How do AYP determinations meet the State's standard for acceptable reliability?

Idaho will provide a process that creates evidence that AYP determinations are reliable. The reliability of the Plan determinations will be assured through:

- Uniform averaging of proficiency categories across grade levels within the school and LEA to produce a single school or LEA score.
- 2002-03 scores were used as baseline for determining starting point. Idaho has established the trajectory of intermediate goals and annual objectives beginning in 2004-2005.
- Statistical tests to support the minimum "n" decision.
- A minimum subgroup size of 34 is being used for accountability.
- External review for content standards alignment.
- Third party independent alignment studies for Mathematics, Science and Reading were completed in May 2007 and for Language Usage in January 2008. Note: Language Usage was delayed until Idaho's item bank was sufficient. All four alignment studies are available at <http://www.sde.idaho.gov/site/assessment/ISAT/technicalReports.htm>.
- "Safe Harbor" provision and evidence that this rule increases reliability of decisions about schools.

Note: Validity, reliability and alignment studies for the IAA will be available in fall 2009. IAA is currently under revision.

Evidence:

(2) Assessment Data analysis from ISAT

Technical Reports: ISAT

<http://www.sde.idaho.gov/site/assessment/ISAT/technicalReports.htm>.

Board action, December 10, 2009

(3)

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9.2 What is the State's process for making valid AYP determinations?

Idaho's Plan is designed for construct validity and ongoing analysis of results.

Reliable assessments aligned with content standards will result in accurate identification of schools and LEAs in need of improvement. Accurate data collection and reporting will support the inferences drawn from the System. Schools and LEAs will have access to an appeals procedure following preliminary identification.

In order to increase the validity of accountability decisions, Board policy includes the following Appeals Process:

1. The Idaho State Board of Education, with the assistance of the Idaho State Department of Education, determines preliminary identification of all schools and LEAs that have not met AYP according to the state criteria. The LEA will notify all schools that are identified for school improvement.
2. Within 30 days of preliminary identification, the agency (LEA/school) reviews its data and may challenge its identification. The agency (LEA/school) not meeting AYP may appeal its status and provide evidence to support the challenge to the agency making the identification (Idaho Board of Education or LEA).
3. No later than thirty days after preliminary identification, the identifying agency reviews the appeal and makes a final determination of identification for school improvement.

A valid and reliable accountability system has been designed for the ISAT assessment program that includes the requirements of NCLB. The new accountability system will be designed to create the most advantageous balance of 1) reliable results, 2) public confidence in the results, 3) including all public schools in the accountability formula, and 4) capacity building and development of resources to serve Idaho students and schools.

As the Idaho Accountability System is revised, Idaho will regularly examine the validity and reliability of the data related to the determination of AYP and decision consistency for holding public schools and LEAs accountable within this system. Updated analysis and reporting of decision consistency will be shared with the public at appropriate intervals.

Evidence:

IDAPA 08.02.03

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9.3 How has the State planned for incorporating into its definition of AYP anticipated changes in assessment?

The current ISAT was first developed for the spring 2007 administration. The development of test forms for subsequent administrations will be carefully linked and equated to previous administrations meeting current Standards for Education and Psychological Testing, AERA. Current technical reports are available at the State Board website.

ISAT is delivered primarily on the computer. Idaho provides accommodated versions of the assessment including pencil/paper, large print, Braille and audio for students requiring these accommodations. Online administration of the test increases accuracy and reliability of test results. New assessments that are implemented as part of the Plan will employ similar computer technology to assure consistent accuracy and reliability.

Note: The IAA is currently under revision. Technical reports will be available in fall 2009.

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Evidence:

IDAPA 08.02.03

Technical Reports: ISAT

<http://www.sde.idaho.gov/site/assessment/ISAT/technicalReports.htm>

Board action, December 10, 2009

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PRINCIPLE 10. In order for a public school or LEA to make AYP, the State ensures that it assessed at least 95 percent of the students enrolled in each subgroup.

10.1 What is the State's method for calculating participation rates in the state assessments for use in Adequate Yearly Progress determinations?

NCLB requires that a **minimum** of 95% of students enrolled in public schools as well as 95% of students in **each** subpopulation take the test. The 95% minimum precludes public schools from shielding low-scoring students in subpopulations from AYP accountability. Failure to include 95% of students automatically identifies the school as not having achieved AYP. The 95% determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster files:

$$\frac{T}{E} \geq .95$$

Where

T = number of students tested.

E = number of students reported on the class roster files.

Invalid tests are included in the denominator, but not in the numerator.
The state uses standard rounding rules in these calculations.

In 2004 Idaho added to Board Rule the provision to use an average of the most recent three years to determine whether an LEA meets or exceeds the 95% requirement.

IDAPA 08.02.03, Rules Governing Thoroughness, in section 03(b)1 states:

If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most recent two (2) year or the most recent (3) year average of participation.

This change is in accord with the 2004 policy decision of the U.S. Department of Education.

Evidence:

IDAPA 08.02.03

10.2 What is the State's policy for determining when the 95% assessed requirement should be applied?

For determining AYP, Idaho will apply the 95% of total enrollment participation requirement for grades tested for all schools and subgroups unless the subgroup has less than the minimum "n." For subgroups less than the minimum "n," the 95% assessed requirement will be applied at the LEA and state levels.

Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved AYP. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the spring ISAT by the number of students reported on the class roster file for the spring ISAT.

- 1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate will be calculated by a three (3) year average of participation.
- 2) Students who are absent for the entire state-approved testing window because of a significant medical emergency are exempt from taking the ISAT if such circumstances prohibit them from participating.

For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination.

Evidence:

IDAPA 08.02.03

APPENDIX A

Adequate Yearly Progress Accountability Procedures

for

Idaho Local Education Agencies & Schools

Approved by the State Board of Education June 2004

Revised June 2006

Revised January 2008

Revised January 2009

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INTRODUCTION

State Board of Education administrative rules and federal law establish sanctions or consequences for schools and local education agencies (LEAs) that do not make Adequate Yearly Progress (AYP). Part I of this document details the sanctions and procedures for schools. Part II details the sanctions and procedures for LEAs.

PART I: SCHOOL PROCEDURES

Sanctions begin when a school fails to make AYP for two consecutive years. The sanctions become progressively more severe over the following five years if the school continues to fail to make AYP.

Not Meeting AYP	Schools	LEAs
Year 1 & 2	Identified as not achieving AYP	Identified as not achieving AYP
Year 3	School Improvement • Technical Assistance from LEA • Choice • Develop and Implement an Intervention School Improvement Plan • Supplemental Services for eligible students in reading and math if choice not available	LEA Improvement • Technical Assistance from SDE • Develop and implement an Intervention Improvement Plan
Year 4	School Improvement • Technical Assistance from LEA • Choice • Supplemental Services • Implement Intervention School Improvement Plan	LEA Improvement • Technical Assistance from SDE • Implement the Intervention Improvement Plan
Year 5	Corrective Action • Choice • Supplemental Services • Technical Assistance from LEA • Implement Corrective Action	• Corrective Action • Technical Assistance from SDE • Implement Corrective Action
Year 6	School Improvement • Choice • Supplemental Services • Develop a Restructuring Plan	Corrective Action • Technical Assistance from SDE • Implement Corrective Action
Year 7	School Improvement • Choice • Supplemental Services • Implement Alternative Governance	

Note: For non-Title 1 schools identified for School Improvement (year 3, 4, 5, 6 & 7), see page 11 for alternate options for offering Supplemental Services.

An LEA, also called a school district or LEA charter school, must follow specific procedures to implement these sanctions when one or more of its schools consistently fail to make AYP. Procedures for each sanction and state support are detailed in the following sections:

- Section I Technical Assistance
- Section II School Choice
- Section III School Improvement Plans
- Section IV Supplemental Services
- Section V Corrective Action
- Section VI Restructuring

Section I. Technical Assistance

Although technical assistance is listed with the consequences of not making AYP, it is not a sanction. Technical assistance is practical advice offered by an external source that addresses specific areas of improvement.

Federal law places the primary responsibility for providing technical assistance to schools with the LEA. The State Department of Education (SDE) also plays a significant role in the improvement process. Both federal law and State Board rule require the SDE to provide support to LEAs and schools (technical assistance, consultation, etc.) in the planning and implementation of school improvement.

Below are requirements identified in federal law for the LEA and the state with regard to providing technical assistance. Each sanction or consequence also identifies specific technical assistance procedures for the LEA.

LEA

The LEA is required to provide technical assistance to its schools that fail to make AYP and are identified for improvement. Although the LEA must ensure its schools receive technical assistance, federal law allows the LEA to use other agencies to provide the direct services. Other acceptable technical assistance providers may include:

- the State Department of Education,
- an institution of higher education,
- a private, not-for-profit or for-profit organization,
- an educational service agency, or
- another entity with experience in helping schools improve academic achievement.

Additional resources may be found on the State Department of Education's website at <http://www.sde.idaho.gov>.

State Support

Federal law sets specific technical assistance responsibilities for the state. States are to do the following:

1. Reserve and allocate Title I Part A funds for school improvement activities.
2. Create and sustain a statewide system of support that provides technical assistance to schools and LEAs identified for improvement.

The central focus of the statewide system of support and improvement is utilizing external teams of skillful and experienced individuals and professionals to assist schools and LEAs. Federal law also details the roles and responsibilities of these groups as follows:

1. A team is a group of skillful and experienced individuals charged with providing struggling schools with practical, applicable and helpful assistance in order to increase the opportunity for all students to meet the state's academic content and student academic achievement standards.
2. Each team must be comprised of individuals who are knowledgeable about scientifically based research and practice and its potential for improving teaching and learning. In addition, team members should be familiar with a wide variety of school reform initiatives, such as school wide programs, comprehensive school reform, and other means of improving educational opportunities for low-achieving students.
3. Typically, teams will include some or all of the following:
 - a. Highly qualified or distinguished teachers, principals, and district level personnel;
 - b. Pupil services personnel;
 - c. Parents;
 - d. Representatives of institutions of higher education;
 - e. Representatives of educational laboratories or regional technical assistance centers;
 - f. Representatives of external consultant groups; or
 - g. Other individuals that the state, in consultation with the LEA, may deem appropriate.

An extensive knowledge base, wide-ranging experience, and credibility are essential qualifications for team members.

4. The team's responsibility is to assist the school in strengthening its instructional program to improve student achievement. Specifically, the team must do the following:

- a. Review and analyze all facets of the school's operation, including the design and operation of the instructional program, using the findings from this review to help the school develop recommendations for improved student performance.
- b. Collaborate with school staff, LEA staff, and parents to design, implement and monitor an improvement, corrective action or restructuring plan that can be expected to help the school meet its improvement goals if implemented.
- c. Monitor the implementation of the intervention school improvement plan and request additional assistance from the LEA or the state as needed by the school or the team.
- d. Provide feedback at least twice a year to the LEA, and to the state when appropriate, about the effectiveness of the personnel assigned to the school.
- e. The overall charge of the team is to help the school create and implement a coherent, efficient and practical plan for improvement. Effective team members will possess the knowledge, skills, experience and interpersonal skills that will enable them to address problems.

The state also must draw on the expertise of other entities to provide assistance as needed, such as institutions of higher education, educational service agencies or other local consortia, or private providers of scientifically based technical assistance. To the extent practicable, the statewide support system must work with and receive assistance from the comprehensive regional technical assistance centers and regional educational laboratories funded under the Elementary and Secondary Education Act (ESEA), or other providers of technical assistance.

In addition the state must monitor the efforts of LEAs to assist their schools identified for improvement. Federal law directs the state to do the following:

1. Make technical assistance available to schools identified for school improvement, corrective action or restructuring.
2. If the state determines that a LEA failed to carry out its responsibilities, take such corrective actions as the state determines to be appropriate and in compliance with state law.
3. Ensure that academic assessment results under this part are provided to schools before any identification of a school may take place under this subsection.
4. For LEAs or schools identified for improvement under this subsection, notify the U.S. Secretary of Education of major factors that were brought to the attention of the state that have significantly affected student academic achievement.

Section II. School Choice

Below are the School Choice procedures that must be followed by an LEA when one or more of its schools fail to make AYP for two or more years. Choice must be offered until the school meets AYP for two consecutive years or is restructured.

The LEA must do the following:

1. Create a choice policy or revise an existing choice or open enrollment policy (Idaho Code 33-1402) to include choices for students enrolled in schools identified for improvement. The policy should include:
 - a. Parental notification of choices as soon as possible after identification and no later than 14 days prior to the start of the school year;
 - b. Procedures for parents to sign up their child for transfer;
 - c. Transportation options;
 - d. Criteria to be used for priority rankings if needed;
 - e. Schools available for transfer; and
 - f. Agreements with other LEAs to accept transfer students.
2. For each of its schools not making AYP for two or more years, advise parents of the school's improvement status and offer choices as soon as possible after identification and no later than the first day of school. The notice should accomplish the following:
 - a. Inform parents that their child is eligible to attend another public school due to the identification of the current school as in need of improvement.
 - b. Identify each public school, which may include charter schools, that the parent can select.
 - c. Include information on the academic achievement of the schools that the parent may select.
3. Report to the State Department of Education the number of students using the choice.

State Support

The State Department of Education will provide technical assistance to the LEA upon request. Technical assistance may include providing sample letters to parents, sample policies and other services.

Section III. School Improvement Plan

All Idaho LEAs and their schools have a strategic plan or a continuous school improvement plan. This sanction refers to a section of that plan that addresses the specific reading and math problems identified through AYP monitoring.

Procedures

Below are the procedures that must be followed by a LEA when schools do not make AYP for two or more years.

The LEA must do the following:

1. Provide direct technical assistance or provide for other agencies to provide technical assistance to all its identified schools in creating a two-year school improvement plan. Technical assistance should include the following:
 - a. School improvement planning and implementation;
 - b. Data analysis;
 - c. Identification and implementation of effective, scientifically based instructional strategies;
 - d. Professional development; and
 - e. Budget analysis.
2. Ensure that each school identified for improvement completes, within 90 days of its identification, a two-year school improvement plan for LEA review. Improvement plans must:
 - a. Focus on reading and/or math deficiencies in participation or proficiency.
 - b. Identify scientifically based teaching strategies.
 - c. Outline professional development.
 - d. Include parental involvement.
 - e. Identify technical assistance needs.
 - f. Establish measurable goals.
 - g. Define implementation responsibilities for the school and the LEA.
3. Create a process for peer review of the plan.
4. Give final approval within 45 days of receiving the plan.
5. Work with the State Department of Education to identify a school team to assist schools identified for improvement.
6. Ensure that the plan is implemented as soon as possible after approval and no later than the beginning of the following school year.

State Support

The SDE will provide technical assistance to the LEA upon request. Technical assistance may include the following:

1. Reviewing and analyzing all facets of the school's operation, including the design

and operation of the instructional program;

2. Assisting with writing the plan;

3. Reviewing the Mentoring Program;

4. Identifying a team to advise the school;

5. Offering regional workshops; and

6. Providing feedback at least twice a year to the LEA.

Section IV. Supplemental Services

Students from low-income families who are attending schools that have been identified as needing improvement may be eligible to receive outside tutoring or academic assistance. Parents can choose the appropriate services for their child from a list of state-approved providers. The LEA will purchase the services with funds identified for this use.

Procedures

Below are the supplemental services procedures that must be followed by a LEA when one or more of its schools fails to make AYP for three or more consecutive years. Supplemental services must be offered until the school meets AYP for two consecutive years or is restructured. Requirements of this program vary depending upon whether the school receives Title I funds.

For Title I schools, the LEA must do the following:

1. Notify parents about the availability of services, at least annually. The notice must:
 - a. Identify each approved service provider within the LEA and LEA charter school, in its general geographic location or accessible through technology such as distance learning.
 - b. Describe the services, qualifications and evidence of effectiveness for each provider.
 - c. Describe the procedures and timelines that parents must follow in selecting a provider to serve their child.
 - d. Be easily understandable; in a uniform format, including alternate formats upon request; and, to the extent practicable, in a language the parents can understand.
2. Help parents choose a provider, if requested.

3. Determine which students should receive services if not all students can be served based on eligibility criteria. If the LEA anticipates that it will not have sufficient funds to serve all students eligible to receive services, include in the notice information on how it will set priorities in order to determine which eligible students do receive services.
4. Protect the privacy of students who receive supplemental educational services.
5. Enter into an agreement with a provider selected by parents of an eligible student. The agreement must include the following:
 - a. Specific achievement goals for the student, which must be developed in consultation with the student's parents;
 - b. A description of how the student's progress will be measured and how the student's parents and teachers will be regularly informed of that progress;
 - c. A timetable for improving the student's achievement;
 - d. A provision for termination of the agreement if the provider fails to meet student progress goals and timetables;
 - e. Provisions governing payment for the services, which may include provisions addressing missed sessions;
 - f. A provision prohibiting the provider from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents; and
 - g. An assurance that supplemental educational services will be provided consistent with applicable health, safety and civil rights laws.
6. Assist the state in identifying potential providers within the LEA and LEA charter school.
7. Report to the State Department of Education the number of students using the supplemental services option.
8. Provide the information the state needs to monitor the quality and effectiveness of the services offered by providers.

For non-Title I schools, the LEA must do the following:

1. Follow the same procedures outlined in the previous section for Title I schools using state approved supplemental service providers; **OR**
2. Meet the intent of the State Board of Education rule by offering eligible students access to:
 - a. Computerized remediation programs such as Idaho Plato Learning Network (I-PLN);
 - b. Remedial classes through the Idaho Digital Learning Academy;

- c. After-school academic programs; or
- d. Other district-sponsored remedial or tutoring services.

Districts using option #2 must notify parents of the choices available to students in non-Title I schools. The notification should:

- a. Describe the services available to eligible students;
- b. Describe the procedures and timelines that parents must follow in selecting a provider to serve their child;
- c. Be easily understandable; in a uniform format, including alternate formats, upon request; and, to the extent practicable, in a language the parents can understand; and
- d. If the LEA anticipates that it will not have sufficient funds to serve all students eligible to receive services, include in the notice information on how it will set priorities in order to determine which eligible students do receive services.

3. Report to the State Department of Education the number of students using the supplemental services option.

4. Provide the information the state needs to monitor the quality and effectiveness of the services offered by providers.

State Support

The state has a number of responsibilities in ensuring that eligible students receive additional academic assistance. The State Department of Education will do the following:

- 1. Consult with parents, teachers, LEAs and LEA charter schools, and interested members of the public to identify supplemental educational service providers so that parents have choices.
- 2. Provide and disseminate broadly, through an annual notice to potential providers, the process for obtaining approval to be a provider of supplemental educational services.
- 3. Develop and apply objective criteria for approving potential providers.
- 4. Maintain an updated list of approved providers.
- 5. Give school districts a list of available approved providers in their general geographic locations.

Section V. Corrective Action

This stage requires an LEA to ensure that each school identified for corrective action makes substantive change. This is a process of immediate planning and implementation. If the school continues to fail to meet AYP, the school also must begin planning to restructure.

Procedures

Below are the Corrective Action procedures that must be followed by the LEA when one or more of its schools fails to make AYP for four and five consecutive years. Schools may choose to submit restructuring plans for approval prior to Year 5.

The LEA must do the following:

1. Ensure that each school identified for corrective action continues to offer choice and supplemental services.
2. Continue to provide technical assistance to schools identified for corrective action.
3. Enroll schools in the state sponsored technical assistance program **and/or** take **one** of the following actions as soon as possible, no later than the beginning of the following school year:
 - a. Provide for all relevant staff appropriate, scientifically research-based professional development that is likely to improve academic achievement of low-performing students.
 - b. Institute a new curriculum grounded in scientifically based research and provide appropriate professional development to support its implementation.
 - c. Extend the length of the school year or school day in a substantive amount to improve instruction and increase student learning.
 - d. Replace the school staff who are deemed relevant to the school not making AYP.
 - e. Significantly decrease management authority at the school.
 - f. Restructure the internal organization of the school.
 - g. Appoint one or more external experts to advise the school
 - (1) how to revise and strengthen the improvement plan it created while in school improvement status, and
 - (2) how to address the specific issues underlying the school's continued inability to make AYP.
4. In the fifth year of failing to make AYP, plan for restructuring if the school does not met AYP by the end of the year.
5. In the fifth year of failing to make AYP, provide teachers and parents with notification, opportunity to comment and participation in the development of the school's restructuring plan.

State Support

The State Department of Education will continue to provide technical assistance and monitor the identified corrective actions.

Section VI. Restructuring

This is the last of the sanctions identified for a school and results in a change in governance and operation of the school. Restructuring is a two-year process directed by the LEA. When complete, the restructured school no longer is required to offer choice or supplemental services and is considered in its first year of AYP monitoring.

Procedures

Below are the restructuring procedures that must be followed prior to the beginning of the school year by a LEA when one or more of its schools does not make AYP for four and five years.

1. Continue to plan for restructuring if the school does not meet AYP by the end of the year.
2. Continue to provide teachers and parents with notification, opportunity to comment, and participation in the development of the school's restructuring plan.
3. Prepare a restructuring plan to implement at least one of the following actions:
 - a. Replace all or most of the school staff.
 - b. Enter into a contract with an entity, such as a private management company, with a demonstrated record of effectiveness, to aid in the operation of the school as a public school.
 - c. Turn the operation of the school over to the state education agency.
 - d. Re-open the school as a public charter school.
 - e. Implement any other major restructuring of the school's governance that is consistent with the principles of restructuring as set forth in the Idaho State Department of Education's Restructuring Rubric for Idaho Local Education Agencies and Schools.
4. State Department of Education reviews and makes recommendations to the State Board of Education.
5. State Board of Education will determine if the school remains in restructuring or begins as a new school.
6. Begin implementing the restructuring plan no later than the first day of the upcoming school year.

State Support

The State Department of Education will continue to provide technical assistance in addition to coordinating efforts with the LEA and its team to implement the restructuring plan.

PART II: LOCAL EDUCATION AGENCY PROCEDURES

State Board of Education rules and federal law establish sanctions or consequences for LEAs that do not make AYP. Sanctions begin when a LEA fails to make AYP for two consecutive years.

The sanctions become progressively more severe over the following five years if the LEA continues to fail to make AYP.

Not Meeting AYP	Schools	LEAs
Year 1 & 2	Identified as not achieving AYP	Identified as not achieving AYP
Year 3	School Improvement • Technical Assistance from LEA • Choice • Develop and Implement an Intervention School Improvement Plan • Supplemental Services for eligible students in reading and math if choice not available	LEA Improvement • Technical Assistance from SDE • Develop and implement an Intervention Improvement Plan
Year 4	School Improvement • Technical Assistance from LEA • Choice • Supplemental Services • Implement Intervention School Improvement Plan	LEA Improvement • Technical Assistance from SDE • Implement the Intervention Improvement Plan
Year 5	Corrective Action • Choice • Supplemental Services • Technical Assistance from LEA • Implement Corrective Action	• Corrective Action • Technical Assistance from SDE • Implement Corrective Action
Year 6	School Improvement • Choice • Supplemental Services • Develop a Restructuring Plan	Corrective Action • Technical Assistance from SDE • Implement Corrective Action
Year 7	School Improvement • Choice • Supplemental Services • Implement Alternative Governance	

Note: For non-Title 1 schools identified for School Improvement (year 3, 4, 5, 6 & 7), see page 11 for alternate options for offering Supplemental Services.

An LEA, also called a school district or LEA charter school, must follow specific procedures to implement these sanctions when the LEA has failed to make AYP for two or more consecutive years. Procedures for each sanction and state support are detailed in the following sections:

- Section I Technical Assistance
- Section II LEA Improvement Plan
- Section III LEA Corrective Action Plan

Section I. Technical Assistance

Although technical assistance is listed with the consequences of not making AYP, it is not a sanction. Technical assistance is practical advice offered by an external source that addresses specific areas of improvement. The purposes of state technical assistance are to help the LEA:

1. Develop and implement its required plan; and
2. Work more effectively with its schools identified for improvement.

Section II. Local Education Agency Improvement Plan

All Idaho LEAs have a strategic plan for their programs and schools. This sanction refers to an addition to the plan that addresses the specific problems identified through AYP monitoring.

Procedures

Below are the procedures that must be followed by the LEA when it does not make AYP for two or more years. LEAs may choose to submit corrective action plans for approval prior to Year 5.

The LEA must do the following:

1. Develop or revise an improvement plan, no later than three months after the identification. In developing or revising this plan, the LEA must consult with parents, school staff, and others. The plan must:
 - a. Address the fundamental teaching and learning needs of schools in the LEA, especially the academic problems of low-achieving students.
 - b. Define specific measurable achievement goals and targets for each of the student subgroups whose disaggregated results are included in the state's definition of AYP.
 - c. Incorporate strategies grounded in scientifically based research that will strengthen instruction in core academic subjects.
 - d. Include, as appropriate, student learning activities before school, after school, during the summer and during any extension of the school year.
 - e. Provide for high-quality professional development for instructional staff that focuses primarily on improved instruction in the areas identified as needs improvement.
 - f. Include strategies to promote effective parental involvement in the schools served by the LEA.
2. Implement its improvement plan, whether new or revised, no later than the beginning of the subsequent school year.

State Support

When a LEA is identified for improvement, federal law also requires the state to take specific actions. The state must do the following:

1. Promptly notify the parents of each student enrolled in the schools served by that LEA. In the notification, the state must explain the reasons for the identification and

how parents can participate in improving the LEA.

2. Promptly notify parents of its action in clear and non-technical language, providing information in a uniform format and in alternative formats upon request. When practicable, the state must convey this information to limited English proficient parents in written translations that they can understand. If that is not practicable, the information must be provided in oral translations for these parents.

3. Broadly disseminate findings.

Section III. Corrective Action

Corrective action is the collective name given to steps taken by the state that substantially and directly respond to serious instructional, managerial and organizational problems in the LEA that jeopardize the likelihood that students will achieve proficiency in the core academic subjects of reading and mathematics.

The state may choose to delay LEA identification for corrective action if the LEA makes AYP for one year. Otherwise, only extreme circumstances justify a delay, such as a natural disaster, precipitous and unforeseen decline in the financial resources of the LEA or other exceptional or uncontrollable circumstances. In any case, if the state chooses to delay identification, it may do so for only one year and in subsequent years must apply appropriate sanctions as if the delay never occurred.

Procedures

Federal law requires the state to take specific steps when a LEA does not make AYP for three or more years.

The state must do the following:

1. Continue to ensure that the LEA is provided with technical assistance.
2. Provide the LEA with a public hearing no later than 45 days after the state decision.
3. Take at least **one** of the following corrective actions, as consistent with state law:
 - a. Defer programmatic funds or reduce administrative funds.
 - b. Institute and fully implement a new curriculum based on state and local content and academic achievement standards that includes appropriate, scientifically research-based professional development for all relevant staff.
 - c. Replace LEA personnel who are relevant to the inability of the LEA to make adequate progress.
 - d. Remove individual schools from the jurisdiction of the LEA and arrange for their public governance and supervision.

- e. Appoint a receiver or trustee to administer the affairs of the LEA in place of the superintendent and school board.
- f. Abolish or restructure the LEA.

In conjunction with at least one of the actions on this list, the state may also authorize parents to transfer their child from a school operated by the LEA to a higher-performing public school operated by another LEA that is not identified for improvement or corrective action. If it offers this option, the state must also provide transportation or provide for the cost of transportation to the other school in another LEA.

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**STATE DEPARTMENT OF EDUCATION
JUNE 17, 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 positions from the Idaho Association of Special Education Administrators, the Idaho Association of Secondary School Principals, and the Idaho Association of Colleges of Teacher Education. Resumes for interested individuals are attached.

Special Education Administrator:

Beth Davis, Post Falls School District (nomination)

Secondary School Principal:

Becky Kiebert, Lake Pend Oreille School District (nomination)

Public Higher Education/Letters and Sciences Representation:

Kathy Aiken, University of Idaho (re-nomination)

Public Higher Education:

Corinne Mantle-Bromley, University of Idaho (nomination)

ATTACHMENTS

Attachment 1 – Resume for Beth Davis	Page 3
Attachment 2 – Resume for Becky Kiebert	Page 7
Attachment 3 – Resume for Kathy Aiken	Page 15
Attachment 4 – Resume for Corinne Mantle-Bromley	Page 31

STAFF RECOMMENDATIONS AND COMMENTS

BOARD ACTION

A motion to approve Beth Davis as a member of the Professional Standards Commission to complete the remainder of a term of three years representing special education administrators effective July 1, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010**

A motion to approve Becky Kiebert as a member of the Professional Standards Commission for a term of three years representing secondary school principals effective July 1, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve Kathy Aiken as a member of the Professional Standards Commission for a term of three years representing public higher education (letters and sciences representation) effective July 1, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve Corinne Mantle-Bromley as a member of the Professional Standards Commission for a term of three years representing public higher education effective July 1, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010**

March 11, 2010
TO: PSC Board
RE: Letter of Interest

To Whom It May Concern: I would like to submit my letter of interest and resume' for consideration for the vacancy on the Professional Standards Commission Board. I have been an educator and administrator for over 20 years. I hold several endorsements and degrees which provide with a wide variety of experiences and knowledge. Currently I am a special education co – director with JoAnn Curtis and a school psychologist in Post Falls. I believe I would be able to serve this committee in a professional manner. My children are grown and my commitments at this time, other than work, are minimal. I would welcome any questions that you may have regarding my application.

Thank you for your consideration.

Respectfully submitted,

Beth Davis

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

Beth Davis

717 Dundee Drive
Post Falls, ID
208 659 6430
bdavis@sd273.com

EDUCATIONAL EXPERIENCE

<i>Kamiah School District</i>	Kamiah, ID
■ 1984 - 1987 Special Education Self Contained K-6 Sp Ed Classroom ■ 1988 - 1994 Third Grade Classroom Teacher ■ 1994 – 1996 Elementary Counselor K – 6 ■ 1996 – 1999 School Psychologist/Counselor K – 8 ■ 1999 – 2003 School Psychologist, Elementary Counselor, Special Education Director and Federal Programs Director	
<i>Post Falls School District</i>	Post Falls, ID
■ 2003 – 2007 School Psychologist ■ 2007 – present School Psychologist, ½ Special Education Director Post Falls School District ■ Member of 4 RTI school based teams and currently serve 3 ■ Serve on district wide RTI team ■ 2005 – 2009 private contractor for I-DEA	

EDUCATION

1984 Bachelor of Science in Elementary Education LCSC Lewiston, ID
1986 Endorsement for K – 12 Generalist in Special Education LCSC
1994 Master's Degree in Counseling University of Idaho, Moscow, ID
1996 Education Specialist School Psychologist Univeristy of Idaho
1998 Administrative Degree in Special Education University of Idaho

PROFESSIONAL MEMBERSHIPS

National Association of School Psychologists (NASP)
Idaho Counselor Association (ICA)
Past member of local, state and national teacher union
Council for Exceptional Children (CEC)
Idaho Association Special Education Administrators (IASEA)
Board Member of Idaho Children's Trust Fund since 1999
Past board member of Lewis County At Risk Task Force
Past board member of Local Children's Mental Health Council

COMMUNITY ACTIVITIES

Past member Kamiah Community Presbyterian Church (33 years)
Past member of Community Bell Choir
Past Director of the Valley Singers (20 years)

**STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010**

Participated in fund raising: Library Board, Swim Team, Senior All Night Party (Kamiah)
Past Chairman Kamiah After School Program Board
Past Kamiah School Board Member Elected 1978 - 1983

REFERENCES

JoAnn Curtis, Special Services Director Post Falls School District #273
Dr. Tom Trotter, retired University of Idaho professor
Dr. Beverly Bengt, Regional Special Education Consultant

INTERESTS, ACTIVITIES, AWARDS

Music, gardening, boating, swimming, reading, traveling, cooking, being Family, furthering my education, neuropsychology, brain research, sewing, Birding, games, cards, meeting new people
2001 Governor's Brightest Star Award Finalist

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Sandpoint High School

410 S. Division St. • Sandpoint, Idaho 83864

becky.kiebert@lposd.org

208.263.3034

Becky Weller Kiebert, Ph.D. - Principal

Unleash Your Potential

February 18, 2010

Dear Selection Committee of the Professional Standards Commission,

I would like to express my interest in serving as the secondary school principal representative on the Idaho State Professional Standards Commission. I feel very passionate about maintaining and upholding ethical standards in our public profession and have documented administrative action that upholds my firm ethical stance. In fact, my highest score in teacher feedback each year is "I believe my principal is ethical." I am extremely familiar with the ethical expectations in our profession and have worked, as a building principal, to ensure professional development activities in this area annually. Further, I was actually a graduate assistant to Dr. Fischer at the University of Idaho in teaching an Ethics course to masters level students. Having a doctorate in Counseling, I am also required by the National Counselor Certification Board to take a minimum of three credits in ethics courses annually to renew my licensure.

With my professional experience and education, along with my interest in serving the Professional Standards Commission's mission, I feel well qualified to serve as the secondary school principal representative. I would be happy to elaborate on any of my experience and education as necessary.

Thank you for your consideration,

Becky Weller Kiebert, Ph.D.
Sandpoint High School Principal

~We will empower and encourage all students to reach their full potential~

Becky Weller Kiebert, Ph.D.

174 Delta View • Hope, Idaho 83836
290.1948 • becky.kiebert@lposd.org

My Mission

I am a strength-focused leader, committed to empowering, respecting, and supporting staff and students to reach their full potential in an academically challenging, personally enriching, and socially responsible environment.

Education

- **Superintendent Endorsement (in progress)**, (4.0 GPA to date)
Northwest Nazarene University, ID; *June 2009-present*.
- **Ph.D. in Education**, Counseling and Human Services; minor in Educational Administration (4.0 GPA)
University of Idaho, Moscow, ID; *January 1999-May 2005*.
Dissertation: *The Effect of Parenthood Education on Self Efficacy, Parent Effectiveness, and the Parent-Child Relationship in an Alternative High School Student Population*.
Advisor: Dr. Thomas V. Trotter
- **Educational Administration Certificate** Principalship granted (4.0 GPA)
University of Idaho, Moscow, ID; *December 2000-August 2002*.
- **Post-Graduate** coursework in Counseling and Human Services (4.0 GPA)
University of Idaho, Moscow, ID; *August 1994-December 1998*.
- **M.Ed. in Education**, Guidance and Counseling (3.9 GPA)
City University, Bellevue, WA; *September 1992-August 1994*.
- **Bachelor of Arts** in Liberal Studies with a concentration in Business and Communications (3.25 GPA)
University of the Pacific, Stockton, CA; *August 1985-May 1990*.

Research Skills

- Standardized Assessment Analysis (i.e. ISAT's)
- Longitudinal Cohort Assessment Analysis
- SPSS statistical analysis program, extensively
- Survey and evaluation research techniques

Relevant Professional Experience

- **Sandpoint High School Principal (1100 student enrollment)**, 9-12th grade; *June 2006-present*.
Full administrative responsibility for 4A high school (grades 9-12) curriculum, instruction, student assessment, staff supervision and evaluation, policy, extra and co-curricular management, and school budget. Responsible for leadership in the following: visionary and strategic planning, instructional leader, extra and co-curricular management and organizational systems, family and community partnerships, professional and ethical administration, financial planning and budgeting, personnel reorganization, governance and legal leadership.
- **Lake Pend Oreille Alternative High School Principal**, 7-12th grade; *Aug 2002-June 2006*.
Full administrative responsibility for school (grades 7-12) curriculum, instruction, student assessment, staff supervision and evaluation, policy, and budget. Responsible for leadership in the following: visionary and strategic planning, instructional leader, management and organizational systems, family and community partnerships, professional and ethical administration, governance and legal leadership.
- **Safe and Drug Free Schools Coordinator**, Lake Pend Oreille School District; *Sept 2003-present*.

Responsible for the development, implementation, oversight, and evaluation of the Safe and Drug Free Schools Grant for the Lake Pend Oreille School District. Coordinate programs, personnel, and curriculum throughout the district.

- **Elementary Principal, Title I Summer School**, K-3rd; *July 2002–Aug 2002*.
Develop thematic Title I summer program and administer the program, including advertising and recruiting families, instructional and curricular design, supervision and evaluation of personnel, student assessment, budget, parent and volunteer program, and state and federal accountability requirements.
- **Lake Pend Oreille High School Assistant Principal (Intern)**, 7-12th grade; *Aug 2001-Aug 2002*.
Student attendance and discipline, master schedule, parent contact and meetings, Principal responsibilities in the absence of the Principal.
- **University of Idaho, Doctoral Teaching Assistant**; *Summer 2001*.
Assist Dr. Jerry Fischer in Teaching *Ethics and Legal Issues in Counseling and Human Services*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **University of Idaho, Doctoral Teaching Internship**; *Spring 2000*.
Develop curriculum and teach *Counseling in the Schools II*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **University of Idaho, Doctoral Teaching Internship**; *Spring 2000*.
Develop curriculum and facilitate/teach *T-Group Counseling: Theory and Practice*, a Masters of Education Graduate course in the Counseling and Human Services program.
- **Lake Pend Oreille School District Counselor**, K-12th grade; *Aug 1994-Aug 2001*.
Implement Idaho's Comprehensive Guidance & Counseling Model; social/emotional, career and educational counseling. Responsible for: crisis intervention; individual, group and classroom guidance; student learning plans; standardized testing and interpretation; conflict mediation; interest inventories and interpretations; IEP meetings; post-secondary planning; college recommendations; scholarships; financial aid; referrals for students/families; Career Day Coordinator.
 - **Head Counselor**, Sandpoint High School; *Aug 1998-Aug 2001*.
Responsible for Counseling Department administrative tasks, goals and supervision of counseling staff.
 - **School Counselor**, Sandpoint High School; *Oct 1997-Aug 1998*.
 - **School Counselor**, Priest River Lamanna High School, Priest Lake Elementary, Southside Elementary; *Aug 1995-Oct 1997*. High school position funded by Carl Perkins grant.
 - **Career Education Counselor**, Bonner County Schools, District-Wide; *Aug 1994-Aug 1995*.
Promote career awareness and education with student's K-12th grade through classroom and small group guidance. Utilize Career Information Systems (CIS); district-wide drop-out analysis report; Carl Perkins, grant writing; Bonner County School District representative to Region 1 Tech Prep Consortium; assist with Tech Prep competitive grant.
- **Parenting with Love and Logic Instructor**, Lake Pend Oreille School District; *1997-present*.
Develop curriculum and teach *Parenting Teens with Love and Logic* and *Becoming a Love and Logic Parent: Raising Responsible Children*, six to ten week programs.
- **Summer Youth Employment Program Teacher**, Idaho Job Service; *Summer 1995*.
Teach employability skills to disadvantaged youth using the SCANS Report; offer leadership, mentoring, supervision and hands-on training. Responsible for managing the county childcare projects.
- **Challenges and Choices/Care to be You Instructor**, University of Idaho Extension Program; *1994*.
Adventure-based, experiential learning and counseling; portable and stationary low-ropes and high-ropes courses, Camp Mivoden and Lutherhaven courses; healthy family skill building classes; family systems interactive counseling; certified facilitator; collective grant writing responsibilities.

Honors & Achievements

- **Published Doctoral Dissertation**, University of Idaho; *May 2005*.
- **Dean's List**, University of Idaho; *January 1999 to May 2005*.
- **Model Schoolwide Title I Plan recognition**, BEST Project & State Dept. of Education; *March 2005*.
- **Award of Distinction**, Idaho Counseling Association Conference Presentation; *January 2005*.
- **Professional Counselor License, #LPC-2708**, Idaho Bureau of Occupational Licenses; *July 2002*.
- **Nominated to Alumnae Student of the Year**, University of Idaho; *Spring 2001 & Spring 2002*.
- **Technology Competence**, University of Idaho Competency Exam; *May 2001*.
- **Counseling Program Nominated to Idaho's Top Career Programs**, Sandpoint H.S.; *Jan 1999*.

- **Dean's List**, City University; *Oct 1992 to Aug 1994*.
- **Dean's List**, University of the Pacific; *1985-1988, summer 1989*.
- **Greek Woman of the Year Award**, University of the Pacific; *1989*.
- **Emerging Leaders Program**, UOP; *1985-1986*.

Academic and Community Service

- **District Budget Committee**; work with union and teacher representatives to develop district budget recommendations presented to the Superintendent, Lake Pend Oreille School District #84, *2009-present*.
- **Facility Planning Committee**; Assess current levels of educational suitability, facility suitability, and technology readiness for district schools, long-term planning for facility infrastructure; Administrator representative, Lake Pend Oreille School District #84, *2005-present*.
- **Teacher Supervision and Evaluation Committee**; Develop an educationally relevant and appropriate supervision and evaluation tool for certified staff; Lake Pend Oreille School District #84, *2005-present*.
- **Wellness Committee**; Develop a wellness plan for the school district; Lake Pend Oreille School District #84, *2005-present*.
- **Love and Logic Parent Instructor**; Volunteer 100% of time and resources to teach teen parenting classes in the community since 2001, Elementary parenting courses since 1997; Lake Pend Oreille School District #84, *1997-present*.
- **Multi-Hazard District Preparedness Committee**; Committee Leader; Developed & published district Crisis Response Plan; Conducted FEMA response training for principals; Lake Pend Oreille School District #84, *2001-present*.
- **Crisis Assistance Team**; Team Leader; co-founder; Lake Pend Oreille School District #84, *1995-present*.
- **Superintendent's Advisory Committee**; Lake Pend Oreille School District, *1997-2000*.
- **Drug Advisory Council**; counselor representative; Lake Pend Oreille School District, *1997-1999*.
- **Cognitive Self-Change Program "Active Change Empowerment" (ACE), Train the trainers**; Lake Pend Oreille School District #84, *June 1997*.
- **Hospice Volunteer**; Advisory Board, financial officer, conducted grief groups; Bonner County, *1995-present*.
- **School-to-Work Development Board**; Bonner County, *1995-1997*.
- **Conflict Mediation Trainer**; Lake Pend Oreille School District, *Sept 1995*.
- **Youth Hall of Fame**; committee member; Tacoma, WA, City University, *1992*.
- **Academic Affairs Committee**; only student appointed to faculty committee; UOP, *1987-1989*.
- **Students Against Multiple Sclerosis**; secretary, annual event chair; UOP, *1985-1988*.
- **Delta Sigma Pi Professional Business Fraternity**; Pledge Class President; UOP, *1987-1990*.
- **Delta Gamma Sorority**; Sight conservation & Aid to the Blind; UOP, *1986-1990*.

Professional Affiliation

- National Association of Secondary School Administrators (NASSP)
- Idaho Association of School Administrators (IASA); Membership Services and Publications & Communications Committees (2006)
- Idaho Association of Secondary School Principals (IASSP)
- Council of Alternative School Leaders (CASL); Region I Representative
- Association of Supervision and Curriculum Development (ASCD)
- American Counseling Association (ACA)
- National Council on Family Relations (NCFR)
- Principals' Partnership

References

- Dick Cvitanich, Superintendent; Lake Pend Oreille School District #84; 208.263.2184.
- Doug Olin, Assistant Administrator to the Superintendent; Lake Pend Oreille School District #84; 208.263.2184.
- Mark Berryhill, Former Superintendent; Lake Pend Oreille School District #84; 208.263.6638.
- Sean Cronin, IT Director; Lake Pend Oreille School District #84; 208.263.2184.
- Vickie Pfeifer, Chairman of the Lake Pend Oreille School District #84 Board of Trustees; 208.265.5690.
- Jack Dawson, Ph.D., Former Dean; University of Idaho, Coeur d'Alene; 208.667.2588.
- Tom Trotter, Ph.D., Former Counseling and School Psychology Professor and Program Director; University of Idaho; Doctoral Program Major Professor; 208.667.2588.
- Judy Hull, Title I Director, Curriculum Director, Professional Development Coordinator; Lake Pend Oreille School District #84; 208.263.2184.
- Sherri Hatley, Professional-Technical Education Director; Lake Pend Oreille School District #84; 208.264.5680.
- Sid Rayfield, District Facilities Director; Lake Pend Oreille School District #84; 208.290.2100.
- Tony Feldhausen, Idaho State Department of Education Consultant; Former Superintendent; West Bonner County School District #83; 208.265.2911.
- Mark Lockwood, Chief of Police; Sandpoint City; 208.265.1482.
- Officer Derrick Hagstrom, Lake Pend Oreille School District #84 School Resource Officer; 208.255.8580.
- Debbie Stallcup, Director; Bonner County Juvenile Justice Services; 263.1602.
- Ron Stultz, Senior Probation Officer; Bonner County Juvenile Justice Services; 263.1602.
- Foster Cline, M.D., Love and Logic Co-developer and founder, former Lake Pend Oreille School District #84 Board Trustee, Doctoral Dissertation Committee Member; 208.265.1519.

Post-Graduate Professional Development

- **Enhancing Professional Practice: Frameworks for Teaching**, by Charlotte Danielson, book study with staff; 2009-10.
- **RESULTS NOW! How We Can Achieve Unprecedented Achievements in Teaching and Learning**, by Mike Schmoker, presentation & book study for staff; 2008-09.
- **The Art of Possibility: Transforming Professional and Personal Life**, by Benjamin and Rozane Zander, presentation & book study for staff; 2007-08, 2009-2010.
- **Differentiating Instruction in Mixed Ability Classrooms**, by Carol Ann Tomlinson, presentation & book study for staff; 2007-08.

- **Meaningful Collaboration to Restructure the Curriculum**, facilitation of Directed Study professional development course for staff; *2006-07*.
- **REACH Reading program**, facilitation of Directed Study professional development course for staff; *2006-07*.
- **CORE Literacy Leadership Training**, Consortium on Reading Excellence/LPOSD #84; *2005-06*.
- **Mapping the Big Picture: Integrating Curriculum & Assessment K-12**, by Heidi Hayes Jacobs, presentation & book study for staff; *2005-06*.
- **Professional Ethics in Counseling**, Idaho Counseling Association; *Jan 05*.
- **Tools for Teaching**, by Fred Jones, presentation & book study for staff; *2004-05, 2006-07, 2008-09*.
- **Frameworks for Understanding Poverty**, by Dr. Ruby Payne, presentation & book study for staff; *2003-04*.
- **Effective Strategic Planning with a Leadership Team**, MGT Consulting, Ed Humboldt; *2003-04*.
- **Data-Driven Decision Making**, Center for Performance Assessment/SDE, Dr. M.A. Ranells; *Nov 03*.
- **Reactive Attachment Disorder (RAD): Healing Without Holding**, MEDS-PDN; *Nov 03*.
- **Deep Alignment for Results**, State Department of Education, Dr. M.A. Ranells; *Oct 03*.
- **Discipline With Dignity**, Dr. R. Curwin; *Oct 03*.
- **Personality Disorders-Axis II Diagnosis**, Cross Country University; *Dec 02*.
- **Instructional Leadership**, State Department of Education/Univ. of Idaho, Dr. M. Tomlin; *Nov 02*.
- **Who Moved My Cheese**, by Dr. Spencer Johnson, presentation & book study for staff; *2002-03*.
- **True Colors Training**, True Colors Northwest, Norm Klug; *Aug 02*.
- **Idaho Comprehensive Reading Program**, State Dept. of Education, Dr. B. Rainey; *July 02*.
- **Reading Comprehension and Fluency Integration**, Education Services, Dr. M. Howard; *May 02*.
- **Project Based Education Conference**, Kids that Know and Do, numerous presenters; *Mar 02*.
- **Early Childhood Brain Development**, Kootenai Medical Center, Dr. C. Scott; *Feb 99*.
- **A Scientifically-Based Marital Therapy**, Seattle Marital & Family Institute, Dr. Gottman; *Jan 99*.
- **Standardized Testing and Assessment**, University of Idaho, Dr. G. Stanton; *Dec 98*.
- **Life Skills Professional Intensive Course**, Life Skills NW, L. Spagen; *Sept 98*.
- **IOT/Work-Based Learning Training**, Univ. of Idaho, S. Reutzel & S. Pearson; *June 98*.
- **Oppositional Defiant Disorder**, Fact-R, Inc., Dr. J. Taylor; *May 98*.
- **Adolescent Substance Use & School Response**, Olympic Counseling Services, Dr. Moore; *Apr 98*.
- **National Student Assistance Program**, Chemical Awareness Training Institute, C. Watkins; *Feb 98*.
- **Attachment Disorder: The Making of a Psychopath**, University of Idaho, Dr. F. Cline; *Nov 97*.
- **Working with At-Risk Children & Youth**, ISCA Fall Conf., Univ. of Idaho, Dr. Trotter; *Oct 97*.
- **Students with Disabilities: Individual & Family Planning**, Univ. of Idaho, T. Leinbaugh; *Sept 97*.
- **IDEA: Special Education Rules & Regulations**, State Dept. of Education; *Sept 97*.
- **Instituting Tobacco Education & Cessation Programs in Your Schools**, K. Pendell; *Sept 97*.
- **Getting the Love You Want, Marriage seminar**, Institute for Imago Therapy, A. Turtle; *Sept 97*.
- **FAS/Alcohol Related Neuro-developmental Disorder Seminar**, Kootenai Medical Cntr; *May 97*.
- **Effective Crisis Management**, Bonner General Hospital; *May 97*.

- **Suicide Prevention Training**, Bonner County School District; *Feb 97*.
- **Here's Looking at You, 2000 Drug Curriculum Training**, Bonner County School District; *Dec 96*.
- **Symposium on Student Discipline**, University of Idaho, Dr. J. Conrath; *July 96*.
- **Conflict Management**, University of Idaho; *July 96*.
- **School-to-Work/Tech Prep Conference**, Seattle, WA; *Apr 96*.
- **Conflict is Opportunity**, University of Idaho, Dr. J. States; *Mar 96*.
- **After a Suicide Training**, Idaho State University, C. Hasselquist; *Feb 96*.
- **Disrupt the Disrupter**, Lewis & Clark College, Dr. G. Binnington; *Nov 95*.
- **Neuro-Linguistic Programming Presentation**, Hospice, P. Ridgeway; *Nov 95*.
- **Cognitive Approaches to Changing Behavior (ACE Program)**, Univ. of Idaho, M. Gornik; *Nov 95*.
- **A Family Redefined: Exploring the Changes that Death Brings**, Hospice, Dr. A. Wolfelt; *Oct 95*.
- **ADD/Arrested Development**, Life Skills Northwest, J. Spagen; *Oct 95*.
- **Fostering Resiliency in Children**, University of Idaho; *Oct 95*.
- **Quick Techniques in Child Psychotherapy**, Center for Applied Psychology, Dr. Shapiro, *Sept 95*.
- **Empowering Youth Conference**, Idaho State University; *Sept 95*.
- **Vocational Summer Conference**, University of Idaho; *Summer 95*.
- **Classroom Leadership**, University of Idaho, D. Broadwell; *Aug 95*.
- **Critical Thinking & Gardner's 7 Intelligences**, University of Idaho, Dr. T. Armstrong; *Aug 95*.
- **Crisis Assistance Team Training**, University of Idaho, Dr. J. Dudley; *May 95*.
- **Bonner Community Hospice Training Program**, J. Sturdevant; *May 95*.
- **Violence Prevention Conference**, Domestic Violence Coalition, C. Crawford; *Apr 95*.
- **School-to-Work/Tech Prep Conference**, Seattle, WA; *Apr 95*.
- **Reality Therapy Training**, Eastern Washington University, B. Duncan; (4.0 GPA); *Apr 95*.
- **Developing Winning Teaching Attitudes**, University of Idaho, Dr. M. Tomlin; *Feb 95*.
- **Theories of Vocational Choice**, University of Idaho, Dr. E. Biller; (4.0 GPA); *Spring 95*.
- **Counselor School-to-Work Intern**, University of Idaho; *Spring 95*.
- **HIV/AIDS Educational Conference**, Idaho State University, Dr. J. Girvan; *Nov 94*.
- **Prevention Skill Building Conference**, Idaho State University; *Oct 94*.
- **Psychological Management of the Difficult Child**, University of Idaho, Dr. F. Cline; *Jul 94*.
- **Challenges & Choices: Adventure-based Counseling Training**, University of Idaho; *Spring 94*.

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CURRICULUM VITAE
University of Idaho

NAME: Aiken, Katherine G.

DATE: August 10, 2009

RANK OR TITLE: Dean, College of Letters, Arts and Social Sciences
Professor of History

DEPARTMENT: College of Letters, Arts and Social Sciences

OFFICE LOCATION AND CAMPUS ZIP: Administration 111, 3154

OFFICE PHONE: (208) 885-7885

FAX: (208) 885-8964

EMAIL: kaiken@uidaho.edu

DATE OF FIRST EMPLOYMENT AT UI: January 1984

DATE OF TENURE: July 1, 1994

DATE OF PRESENT RANK OR TITLE: July 1, 2006
August 1, 2000

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Ph.D., History, 1980, Washington State University

M.A., History, 1974, University of Oregon

B.A., History, 1972, University of Idaho

Post-Doctoral Education:

National Endowment for the Humanities Fellowship for College Teachers, "Mary Heaton Vorse," 1983

National Endowment for the Humanities Summer Seminar, "Labor History," Wayne State University, Robert Zieger, Director, 1981

EXPERIENCE:

Teaching, Extension and Research Appointments:

Professor, History Department, University of Idaho, 2000-present

Associate Professor, History Department, University of Idaho, 1994-2000

Assistant Professor, History Department, University of Idaho, 1988-94

Visiting Assistant Professor, History Department, University of Idaho, 1984-88

Graduate Teaching Assistant, Washington State University, 1974-80

Graduate Teaching Fellow, University of Oregon, 1972-74

Academic Administrative Appointments:

Dean, College of Letters, Arts and Social Sciences 2006 to present

Associate Dean, College of Letters, Arts and Social Sciences, 2005-06

Acting Associate Dean, College of Graduate Studies, 2003, 2004

Chair, University of Idaho History Department, 2000-05

Project Director, National Endowment for the Humanities project, "Humanities Program for Rurally Isolated Nontraditional Students," Lewis-Clark State College, 1985-87

Director of Extended Learning/Associate Dean of Continuing Education, Lewis-Clark State College, Lewiston, Idaho, 1980-84

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:

20th Century United States, Social and Cultural History, Women and Labor

Courses Taught:

American Studies 101, American Identities
Core 101, 102, Contemporary American Experience
Core 127,128, War and Our World
Core 160, 161, Sport in American Society
History 101, 102, History of Civilization
History 111, 112, Introduction to United States History
History 404/504, History of the Vietnam War
History 404/504, America's Game: Baseball and History
History 404/504, Sports and American Society
History 501, Seminar in Twentieth Century America
History 409/509, Colloquium: American Business and Labor
History 415/515, Civil War and Reconstruction
History 417/517, United States, 1900-1945
History 418/518, United States, 1945 to present
History 420/520, Women in American Society
History 430/530, United States Social and Cultural History

Students Advised:

Graduate Students Advised to Completion:

Mark Schreiter, Ph.D., 2007
Leah Evans-Janke, Ph.D., 2007
Wilma Woods-Davis, Ph.D., 2005
Christopher Schlect, M.A., 2005
Linnea Marshall, M.A., 2005
Donna Smith, M.A., 2004
Kristen Hughes, M.A.T., 2004
Robbin Johnston, Ph.D., 2004
Kaylene Nielson, M.A., 2003
Wayne Cochrane, M.A., 2003
Lori Lahlum, Ph.D., 2003
Kirk Leichner, M.A., 2002
Colleen Reynolds, M.A., 2002
Jeff Middleton, M.A., 2002
Mark Hoffman, MAT, 2001
Paul John Sadin, M.A., 2001
Kathleen L. Graham, M.A., 2001
Debra E. Lish, Ph.D., 2000
Rosemary Joyce Huskey, M.A., 2000
Kathryn T. Bonzo, MAT, 1999
Randall Jordan Doyle, Ph.D., 1996
Debra E. Lish, M.A., 1994
David Martin Ballard, M.A., 1993
Chin-Yu Chen, Ph.D., 1992
Corinne M. Davis, M.A., 1992
Brent Bjornn, MAT, 1991
Claibourne G. Williams, M.A., 1991
Nancy F. Renk, M.A., 1991

Students Advised (cont.)

Wallace Glen Lewis, Ph.D., 1991
Sally Jo Greene, M.A., 1990

Professional Activities:

University of Idaho Team Member, Greater Expectations Institute, 2008, focus on first year experience
Panelist, National Endowment for the Humanities, Education Division, 2006.
Project Evaluator, "It's Our Country, too!": Alvin Josephy and American Indians," funded by the Idaho Humanities Council, 2006.
Team Member, State Board of Education Teacher Preparation Program Review, Northwest Nazarene University, 2006.
Team Member, State Board of Education, Teacher Preparation Program Review, BYU-Idaho, 2004.
Steering Committee, ITEACH Teaching American History grant, Grangeville School District 2003-06.
Project Evaluator, "University of Idaho American Indian Film Festival," funded by the Idaho Humanities Council, 2004.
Social Studies Standards Review Team, Professional Standards Commission, Idaho State Department of Education, 2004.
Panelist, Education Programs, National Endowment for the Humanities, 2004.
Project Humanist, "Steinbeck Teacher Institute," funded by the Idaho Humanities Council, 2003.
Team Member, State Board of Education, Teacher Preparation Program Review, Albertson College, 2002.
Project Evaluator, "At the North End of the Long Bridge: A Sandpoint Centennial Project," funded by the Idaho Humanities Council, 2002.
Panelist, Media Projects, National Endowment for the Humanities, 2002.
Lead Scholar, Idaho Online Encyclopedia, funded by National Endowment for the Humanities, 2002-04.
Project Evaluator, "A Century of Change," Latah County Historical Society, funded by the Idaho Humanities Council, 2001.
Project Evaluator, "A Journey in Search of the Human Spirit," North Idaho College, funded by the Idaho Humanities Council, 2001.
Project Humanist, "Raíces Culturales/Cultural Roots: A Model for Integrating Folklife in the Classroom," Idaho Humanities Council Summer Institute for Teachers, 2001.
Program Chair, Pacific Northwest History Conference, 2000.
Program Co-Chair, American Historical Association -- Pacific Coast Branch, 2000.
Project Evaluator, "Personal Calendars: A Female Geography of the Twentieth Century," Coeur d'Alene, Flathead, and Spokane Indian Reservations, funded by the Idaho Humanities Council, 2000.
Project Evaluator, "Journey through Time," North Idaho College, funded by the Idaho Humanities Council, 2000.
Panelist, National Endowment for the Humanities, Humanities and Social Sciences Projects, 1999.
Project Evaluator, North Idaho College Forum, funded by the Idaho Humanities Council, 1999.
Project Evaluator, "Victorian Dickens Festival," Kellogg, Idaho, funded by the Idaho Humanities Council, 1999.
Project Humanist, Hemingway Institute, funded by the Idaho Humanities Council, 1999.
Project Evaluator, "Journey Through Time," funded by Idaho Humanities Council, 1998.
Project Humanist, Idaho State Historical Society Teacher's Institute on Women in Idaho, funded by the Idaho Humanities Council, 1997.
Project Evaluator, "Sacred Encounters" (Cataldo Mission), funded by Idaho Humanities Council, 1997.
Project Humanist, "Saga of a Mining Town: Burke Idaho," funded by Idaho Humanities Council, 1993-97.
Essay Reader, Advanced Placement Examinations in United States History, 1996.
Panelist, National Endowment for the Humanities, Development and Demonstration Projects, 1996.
Project Humanist, Wallace Mining Museum traveling exhibit, funded by the Idaho Humanities Council, 1995-96.
Project Humanist, Idaho State Historical Society program for teachers, funded by the Idaho Humanities Council, 1995.
Project Evaluator, "Fred E. Miller, Photographer of the Crows," funded by the Idaho Humanities Council 1994.

Project Humanist, "North Idaho's Silver Legacy: A Portrait of the Historical Coeur d'Alene Mining District," funded by the Idaho Humanities Council, 1993-94.
Panelist, National Endowment for the Humanities, Programs in Libraries and Archives, 1993.
Project Humanist, "Idaho History Project," funded by the Idaho Humanities Council and the National Endowment for the Humanities, 1992-94.
Project Director, "Women's Suffrage in Idaho," funded by the Idaho Humanities Council, 1991.
Project Director, "Women's Organizations in Idaho," funded by the Idaho Humanities Council and Idaho Centennial Commission, 1990-91.
Project Humanist, "The Home Front," funded by the Idaho Humanities Council, 1991.
Project Humanist, "Bill of Rights," funded by the Idaho Humanities Council and National Endowment for the Humanities.
Project Humanist, "Mormon Migration," funded by the Idaho Humanities Council, 1990.
Panelist, National Endowment for the Humanities, Programs in Libraries and Archives, 1990.
Project Humanist, "Let's Talk About It," funded by the Idaho Humanities Council, 1989-94, 1996-2000.
Project Humanist, "Two Constitutions Project," funded by the National Endowment for the Humanities, 1989.
Project Humanist, "Old Alturas County," funded by the Idaho Humanities Council, 1988.
Project Humanist and Evaluator, "Moscow Centennial Celebration," funded by the Idaho Humanities Council, 1987.
Project Humanist and Evaluator, "County Nights," funded by the Idaho Humanities Council, 1987.
Project Humanist, "A More Perfect Union," funded by the Idaho Humanities Council, 1987.
Project Evaluator, "Men, Money, and Mining: The History of Mining and Labor in the Coeur d'Alene Mining District," funded by the Idaho Association for the Humanities, 1986.
Project Humanist and Evaluator, "Who are These Children? The History of the Children's Home in State and National Context," funded by the Association for the Humanities in Idaho, 1983.
Participating Humanist, "Happy Birthday Franklin D. Roosevelt," a symposium funded by the Washington Commission for the Humanities, 1981.

Honors and Awards:

Gamma Phi Beta Faculty Member of the Year 2009
Phi Kappa Phi Distinguished Professor, 2005
ASUI Outstanding Faculty Award, 2004
ATHENA (University of Idaho Professional Women's Organization) Woman of the Year, 2003
Student Disabilities Services Outstanding Faculty Award, 2001
ASUI Outstanding Faculty Award, 2000
University of Idaho Award for Teaching Excellence, 2000
Inaugural Faculty Fellow, Excellence in Teaching the Humanities Program, 1998-99
Alumni Award for Excellence, 1989, 1996, 2000, 2003, 2007
Naval ROTC Faculty Excellence Award, 1998 and 1999
University of Idaho Panhellenic Council Outstanding Faculty Award, 1989 and 2009

SCHOLARSHIP ACCOMPLISHMENTS:

Books:

Aiken, Katherine G., Kevin Marsh, Laura Woodworth-Ney, *Idaho: The Heroic Journey*, Cherbo Publishing, 2006.

Idaho's Bunker Hill: The Rise and Fall of a Great Mining Company, 1885-1981, University of Oklahoma Press, 2005.

Harnessing the Power of Motherhood: The National Florence Crittenton Mission, 1883-1925, University of Tennessee Press, 1998. (Nominated for the Berkshire Women's Historical Award)

Chapters in Books

Senator Church and His Constituents,” in Russell A. Miller, ed. *U.S. National Security, Intelligence and Democracy: From the Church Committee to the War on Terror*, Routledge, 2008, 76-96.

“Idaho,” in Benjamin F. Shearer, ed., *The United States: The Story of Statehood for the Fifty United States*, Greenwood Press, 2004, Vol. 1: 325-356.

“Sister Aimee Semple McPherson and the Interwar West, 1920-1940,” in Richard Eutlain, ed. *Western Lives: A Biographical History of the American West*, University of New Mexico Press, 2004, pp. 305-326. (Refereed)

“Western Smelters and the Problems of Smelter Smoke,” in Dale Goble, Paul Hirt, ed., *Northwest Lands and Peoples*, University of Washington Press, 1999, pp. 501-522. (Refereed)

“The Struggles for Equality and Diversity, 1854-1975,” Terrill, Bukowski, Isserman, Hammack, Karl, Coven, Steigerwald, and **Aiken**, *Documents Collection*, Worth Publishers, 1993, pp. 337-362.

“Don Samuelson,” in *Idaho Governors: Historical Essays on Their Administrations*, edited by Robert Sims, Boise State University Press, 1992, pp. 176-181.

“Introduction” to *Silver Strike*, by William Stoll, University of Idaho Press, 1991, pp. ix-xix. (Introduction to 1991 reprint of a 1932 work, part of the *Idaho Yesterdays* series.)

Articles in Refereed Journals:

“Super Heroes and Super Students: Comics in the History Classroom,” *OAH Magazine*, forthcoming, 2010.

“Idaho Exchanges,” *Idaho Yesterdays* 48 (Spring/Summer 2007): 7-9.

“Gender and the Congressional Career of Idaho’s Gracie Pfof, 1952-1962,” *Journal of the West* 42 (Summer 2003):44-51.

“A Woman’s Place is in the House, Women in the U.S. House of Representatives: Idaho’s Gracie Pfof as Case Study,” *Rikkyo University American Studies Journal*, 24 (March 2002):1-39.

“Odyssey of a Union: Communism and the Rise of the Northwest Metal Workers, 1960-1971,” *Montana: The Magazine of History*, 47 (Autumn 1997):46-61.

“‘When I Realized How Close Communism Was to Kellogg, I Was Willing to Donate Day and Night’: Anti-Communism and the Bunker Hill Strike of 1960,” *Labor History*, 36 (Spring 1995):165-186.

“‘Not Long Ago a Smoking Chimney was a Sign of Prosperity’: Corporate and Community Response to Pollution at the Bunker Hill Smelter in Kellogg, Idaho,” *Environmental History Review*, 18 (Summer 1994):67-86.

“Bunker Hill versus the Lead Trust: The Struggle for Control of the Metals Market in the Coeur d’Alene Mining District, 1885-1918,” *Pacific Northwest Quarterly*, 84 (April 1993):42-49. Charles Gates Award.

“‘It May Be Too Soon to Crow’: Bunker Hill and Sullivan Company Efforts to Defeat the Miners’ Union, 1890-1900.” *Western Historical Quarterly*, XXIV (August 1993):309-331. Nominated for the Bryant Spann Memorial Prize.

“From Mission to Hospital: The Detroit Florence Crittenton Home, 1897-1930,” *Detroit in Perspective*, 6 (1982):50-64.

Contributions to Edited Works:

- "The National Florence Crittenton Mission," *Praeger Handbook of Adoption*, 2006, 235-237.
- "May Arkwright Hutton," *Encyclopedia of the American West*, Macmillan Publishing Company, 1996.
- "Applying the Constitution: The Congress vs. the President in the Conduct of Foreign Policy," *Rendezvous*, XXIII (Fall 1987):35-53 (with David Adler).
- "Kate Waller Barrett," in *Biographical Dictionary of Social Welfare in America*, edited by Walter Trattner, Greenwood Press, 1986, pp. 61-64.
- "The National Florence Crittenton Mission in the Pacific Northwest," *Northwest Women's Heritage*, University of Washington, 1985, pp. 87-109.

Other Publications:

- "Mining in the Coeur d'Alenes," "Idaho and the American West," The Idaho Humanities Council 1994, 16-18.
- "Women in Comics Can Be Good Role Models," *The University of Idaho Magazine*, Vol. 10 (April 1993):16.
- "A Meeting Ground for those of Purpose Great': Women's Organizations in Idaho," pamphlet, Idaho Humanities Council and Idaho Centennial Commission, 1991, 12 pp.

Book Review Essays:

- "Working and Living: Women and Mining Communities," *Oral History Review* 26 (Winter/Spring 1999):119-125.

Book Reviews:

- Aimee Semple McPherson and the Resurrection of Christian America*, Matthew Avery Sutton, in *The Journal of American History*, December 2007, 979.
- Boise Idaho, 1882-1910: Prosperity in Isolation*, Carol Lynn MacGregor, in *Western Historical Quarterly*, (Winter 2007), 531-2.
- Citizen: Jane Addams and the Struggle for Democracy*, Louise Knight, in *American Historical Review*, April 2007, 521-2.
- Sick Building Syndrome and the Problem of Uncertainty: Environmental Politics, Technoscience, and Women Workers*, Michelle Murphy in *Technology and Culture* 48 (April 2007):444-6.
- Mining Women: Gender in the Development of a Global Industry, 1670-2005*, Jaclyn Gier and Laurie Mercier, eds. in *Montana: The Magazine of Western History* (Winter 2006):78-9.
- The Reconstruction of White Southern Womanhood 1865-1895*, Jane Turner Censer in *American Historical Review* (December 2004):1577-1578.
- Old Paint: A Medical History of Childhood Lead-Paint Poisoning in the United States to 1980*, Peter C. English in *Technology and Culture* 44 (April 2003): 405-407.
- Jane Addams and the Dream of American Democracy: A Life*, Jean Bethke Elshtain, in *American Historical Review* (December 2002):1567-568.

Progressivism and the New Democracy, Sidney M. Milkis and Jerome M. Mileur, eds., in *The Journal of Policy History* 14 (2002):219-222.

Atlantic Crossings: Social Politics in a Progressive Age by Daniel T. Rodgers, H-Pol, H-Net Reviews, January 2000. URL: <http://222.h-net.msu.edu/reviews/showrev.cgi?path=32096949068197>.

Wood River or Bust: Idaho's Silver Boom of the 1880's, by Clark C. Spence in *Oregon Historical Quarterly* 101 (Spring 2000):106-7.

Oil, Wheat and Wobblies: The Industrial Workers of the World in Oklahoma, 1905-1930, by Nigel Anthony Sellers in *Western Historical Quarterly* XXX (Spring 1999):93-94.

Hazards of the Job: From Industrial Disease to Environmental Health Science, by Charles Sellers and *Radium Girls: Women and Industrial Health Reform, 1910-1935*, by Claudia Clark in *Technology and Culture* 39 (October 1998):794-797.

Working the North: Labor and the Northwest Defense Projects, 1942-1946, by William R. Morrison and Kenneth A. Coates, *Western Historical Quarterly*, 26 (Summer 1995):259-260.

The Psychiatric Persuasion: Knowledge, Gender, and Power in Modern America, by Elizabeth Lunbeck, *History*, 23 (Summer 1995):155.

Margaret Fuller, An American Romantic Life: The Private Years, by Charles Capper, *History*, 22 (Winter 1994):92.

Idaho Women in History: Big and Little Biographies and Other Gender Stories by Betty Penson-Ward, *Idaho Yesterdays*, 36 (Spring 1992):33-34.

Sexual Anarchy: Gender and Culture at the Fin De Siecle by Elaine Showalter, *History*, 20 (Winter 1992):81.

Hecla: A Century of Western Mining by John Fahey, *Oregon Historical Quarterly*, 92 (Winter 1991-2):433-435.

Siringo: The True Story of Charles A. Siringo, Texas Cowboy, Longhorn Train Driver, Private Detective, Rancher, and Author. . . by Ben E. Pingnot, *Montana: The Magazine of Western History*, 40 (Spring 1990):5.

Walking to Work by Eric Monkonnen, *The Historian*, 49 (November 1986):132-133.

Presentations and Other Creative Activities:

"The Coeur d'Alene Mining District," Coeur d'Alene Library discussion series, April 8, 2009

"Idaho and the Great Depression," Initiation Address, Phi Alpha Theta, April 2, 2009

"Western Myth," Teacher In-Service, Nezperce Idaho, March 7, 2009

Irrigation in the West," Teacher In-Service, Grangeville, Idaho, January 24, 2009

Commencement Address, University of Idaho Winter Commencement, December 15, 2008

"Idaho Cities at a Crossroads," Invited Addresss, Idaho Association of Cities, June 25, 2008

"The United States Constitution," Teacher In-Service, Lewiston, Idaho May 31, 2008

"Labor and Mining in Idaho," Teacher In-Service, Craigmont, Idaho, March 25, 2008

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- "The Silver and Gold Book: Women and Early Moscow," Pleides, March 6, 2008
- "Silver Valley History," teacher in-service Spokane, Washington, May 4, 2007
- "Senator Frank Church and the Idaho Connection," Bellwood Lecture Panel, University of Idaho College of Law, October 12, 2006
- "The Trial of the Century," Invited Address, National Convention, Association of Attorneys General, Coeur d'Alene, Idaho, June 28, 2006.
- "Big Trouble," Invited address, Museum of Arts and Culture, Spokane, Washington, May 6, 2006.
- "Women and Mining in the Coeur d'Alenes," Invited Address, Central Washington University, April 10, 2006.
- "Civil Rights in the 1950s and 1960s," Teacher Inservice, Ellensburg, Washington, March 8, 2006.
- "Idaho's Bunker Hill," Log Cabin Literary Center, Boise, Idaho, February 23, 2006.
- "Korea and Vietnam," Teacher Inservice, Ellensburg, Wasnington, November 2, 2005
- "Labor and Ethnicity in the Coeur d'Alenes," Idaho's Journey for Human Rights, Wallace, Idaho, July 15-16, 2005.
- "Terrorism and History," Teacher Inservice, McCall, Idaho, June 5-10, 2005.
- "Wonder Woman and Phi Beta Kappa: The Life of the Mind Meets Real Life in a Comic Strip," banquet address, Phi Beta Kappa initiation, April 11, 2005.
- "Let's Talk About It," *Home Below Hells Canyon*, Bonners Ferry Idaho, January 21, 2005.
- "Suffrage and Prohibition," Teacher Workshop, Ellensburg, Washington, November 3, 2004.
- "Much More Than a Hole in the Ground: Kellogg, Idaho's Bunker Hill Company," keynote address, Idaho State Historical Society Annual Meeting, Boise, Idaho, October 21, 2004.
- Brown v. Board* and Civil Rights, Teacher Workshop, McCall, Idaho, June 21-22, 2004.
- Pedagogy and Primary Sources: The Lewis and Clark Example, Teacher inservice workshop, Grangeville, Idaho, February 25, 2004
- "Let's Talk About It," *Their Eyes Were Watching God*, Lewiston, Idaho, February 10, 2004.
- Gracie Pfost and Helen Chenoweth: Idaho Women in the House, University of Idaho Women's Center, March 23, 2004.
- "The Women's History Context for *Reed v. Reed*," presentation and panel discussion with United States Supreme Court Justice Ruth Bader Ginsberg, September 18, 2003.
- "May Arkwright Hutton," public presentation, Wallace, Idaho, June 28, 2003.
- "The Left in the 1930s and 1950s: Making Historical Connections," Idaho Humanities Council Summer Institute, Nampa, Idaho, July 26, 2003.

“From Boycott to Consciousness Raising: Ella Baker and Jo Ann Robinson,” University of Idaho Women’s Center, March 27, 2003.

“Let’s Talk About It,” *A Victorian Gentlewoman in the Far West*, Orofino, Idaho, January 14, 2003.

“What’s a Nice Girl Like Me Doing in a Profession Like This?” University of Idaho Interdisciplinary Colloquium, 2002.

“Water and the West,” Idaho Humanities Council Summer Institute, Nampa, Idaho, July 2002.

“Kellogg, Idaho’s Bunker Hill Company,” Banquet Address, Mining History Conference, Wallace, Idaho, June 21, 2002.

“That ‘Motley Irish Crowd’: Ethnicity and the Coeur d’Alene Mining Wars of the 1890s,” Idaho State University Centennial Academic Celebration of Idaho, January 30, 2002.

“Let’s Talk About It,” *Grapes of Wrath*, Priest River, Idaho, October 23, 2001.

“Racial Diversity in Idaho: Hispanics in the Silver Valley as a Case Study,” Idaho Humanities Council Summer Institute, Nampa, Idaho, July 10, 2001.

“Let’s Talk About It,” *Their Eyes Were Watching God*, Sandpoint, Idaho, January 22, 2001.

“Let’s Talk About It!” *Invisible Man*, Bonners Ferry, Idaho, January 31, 2000.

“Let’s Talk About It!” *Balsamroot*, Sandpoint, Idaho, November 11, 1999.

“The United States in the 1920s: Hemingway’s Milieu,” public presentation, Ketchum, Idaho, July 21, 1999.

“The Coeur d’Alene Mining Wars, 100 Years Later,” public presentation, Wallace, Idaho, April 29, 1999.

“Let’s Talk About It,” *A Mormon Mother: An Autobiography*, Sandpoint, Idaho, September 24, 1998.

“Mining and Idaho History,” Teacher In-Service, “Institute on Idaho and the American West,” Boise, July 23, 1998, sponsored by Idaho Humanities Council.

“Let’s Talk About It,” *Home Below Hell’s Canyon*, Bonners Ferry, Idaho, March 2, 1998.

“Women’s Suffrage in Idaho,” Teacher In-Service, “Writing Women into Western History,” Boise, July 15, 1997, sponsored by Idaho State Historical Society and Idaho Humanities Council.

“Idaho History,” half-day Elderhostel workshop, Sandpoint, Idaho, March 8, 1997.

“Let’s Talk About It,” *Invisible Man*, Sandpoint, Idaho, November 25, 1996.

“Women and the Teaching Curriculum,” University of Idaho Fall Teaching Forum, September 24, 1996.

“Baseball as a Case Study for Historical Inquiry,” Troy High School, May 13, 1996.

“Using History as a Lens to Explore Challenges Women Face in Nontraditional Employment Situations,” Workshop at Hewlett-Packard Company, Spokane, Washington, March 28, 1996.

“Gender as an Issue in the Career of Idaho Member of Congress Gracie Pfof,” keynote address, Women’s History Week, Boise State University, March 11, 1996.

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- "The Seventy-Fifth Anniversary of the Woman's Suffrage Amendment," University of Idaho Women's Center, September 20, 1995.
- "Environmental Issues and Mining," Teacher In-Service, Boise, Idaho, June 26, 1995.
- "Women and Social Welfare During the Progressive Era," University of Idaho Women's Center, February 15, 1995.
- "Mining and the Depression," Public Presentation, Wallace, Idaho, December 5, 1994.
- "A New Look at Mining in Idaho," Public Presentation, Orofino, Idaho, November 8, 1994.
- "The Silver Valley--Spokane Connection," Keynote Address, National University Continuing Education Association Regional Meeting, Spokane, Washington, October 20, 1994.
- "Mining and the Environment," Public Presentation, Moscow, Idaho, October 19, 1994.
- "Mining Technology," Public Presentation, Lewiston, Idaho, October 12, 1994.
- "Mining in Idaho," Teacher In-Service, Moscow, Idaho, October 6, 1994.
- "Mining in North Idaho," Public Presentation, Coeur d'Alene, Idaho, September 22, 1994.
- "The Coeur d'Alene Mining Wars," Public Presentation, Wallace, Idaho, May 6, 1994.
- "Let's Talk About It, *We Sagebrush Folk*, Orofino, Idaho, April 4, 1994.
- "Let's Talk About It," *Billy the Kid*, Sandpoint, Idaho, October 26, 1993.
- "Western Women's Voices," Pacific Northwest Library Association, Kalispell, Montana, August 13, 1993.
- "Mining in Idaho," Teacher Summer Institute, sponsored by National Endowment for the Humanities and Idaho Humanities Council, Boise, Idaho, June 21, 1993.
- "Let's Talk About It," *Ceremony*, Bonners Ferry, Idaho, March 8, 1993.
- "Women in Comics," University of Idaho Women's Center, February 17, 1993.
- "Idaho and WWII," Keynote Address, Latah County Historical Society Annual Meeting, January 28, 1993.
- "The Bill of Rights," Teacher In-Service, Coeur d'Alene, Idaho, March 20-21, 1992.
- "Let's Talk About It!" *A Bride Goes West*, Bonners Ferry, Idaho, March 9, 1992.
- "Idaho Congresswoman Gracie Pfof," University of Idaho Women's Center, February 26, 1992.
- "Idaho, the Homefront, and World War II," Public Presentation, Moscow, Idaho, December 7, 1991.
- "Women's Organizations in Idaho," Public Presentation, Coeur d'Alene, Idaho, November 4, 1991.
- "The Bill of Rights," Teacher In-Service, Moscow, Idaho, October 3 and 4, 1991.
- "Women's Suffrage in Idaho," Public Presentation, Latah County Historical Society, Moscow, Idaho, July 21, 1991.
- "Women and the Bill of Rights," Public Presentation, Boise, Idaho, June 11, 1991.

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"The English Background to the Bill of Rights," Whittenberger Foundation Teacher Summer Institute, Caldwell, Idaho, June 10 and 11, 1991.

"The University of Idaho Then and Now," speech to University of Idaho, College of Letters and Science, Fifty Year Graduates, May 11, 1991.

"The Bill of Rights," Public Presentation, Boise, Idaho, April 11, 1991.

"May Hutton," University of Idaho Women's Center, February 13, 1991.

"Let's Talk About It!" *A Bride Goes West*, Moscow, Idaho, February 13, 1991.

"Women in History," Coeur d'Alene Women's Forum, October 26, 1990.

"Let's Talk About It!" *We Sagebrush Folk*, Potlatch, Idaho, October 16, 1990.

"Mormon Migration," Exhibit Opening Address, Bonner County Historical Society, Sandpoint, Idaho, October 4, 1990.

"Mormon Migration," Exhibit Opening Address, Latah County Historical Society, Moscow, Idaho, September 19, 1990.

"Two Constitutions Project," Western States Humanities Council Conference, Sun Valley, Idaho, May 31, 1990.

"Let's Talk About It!" *We Sagebrush Folk*, Coeur d'Alene, Idaho, April 11, 1990.

"Let's Talk About It!" *We Sagebrush Folk*, Kellogg, Idaho, April 3, 1990.

"Abigail Scott Duniway," University of Idaho Women's Center, February 21, 1990.

"Let's Talk About It!" *We Sagebrush Folk*, Sandpoint, Idaho, October 18, 1989.

"Labor Relations and the Bunker Hill Company," invited address, Lewis Clark State College Business Students, October 14, 1989.

Teacher In-Service Workshop, "Women's Suffrage and the Idaho Constitution," Sandpoint, Idaho, October 5 and 6, 1989.

"The Idaho Constitutional Convention," Public Presentation, Sandpoint, Idaho, October 5, 1989.

Teacher In-Service Workshop, "Women's Suffrage and the Idaho Constitution," Wallace, Idaho, September 24 and 25, 1989.

"William Clagett and the Idaho Constitutional Convention," Public Presentation, Wallace, Idaho, September 24, 1989.

Teacher In-Service Workshop, "Women's Suffrage and the Idaho Constitution," Salmon, Idaho, April 20 and 21, 1989.

"The Idaho Constitutional Convention," Public Presentation, Salmon, Idaho, April 20, 1989.

Teacher In-Service Workshop, "The Idaho Constitution," Lewiston, Idaho, April 3 and 4, 1989.

"The Idaho Constitutional Convention," Public Presentation, Lewiston, Idaho, April 3, 1989.

“Anti-Communism and the Bunker Hill Strike of 1960,” Phi Alpha Theta Initiation Banquet Address, March 8, 1989.

“Margaret Sanger,” University of Idaho Women’s Center, February 6, 1989.

“Emma Goldman,” University of Idaho Women’s Center, February 16, 1988.

“Foreign Affairs and the United States Constitution,” Public Presentation, Boise, Idaho, November 8, 1987.

“Foreign Affairs and United States Constitution,” Public Presentation, Coeur d’Alene, Idaho, October 9, 1987.

Teacher In-Service Workshop, “The United States Constitution,” University of Idaho Coeur d’Alene Center, October 8 and 9, 1987.

“Foreign Affairs and the United States Constitution,” Public Presentation, Pocatello, Idaho, September 18, 1987.

Teacher In-Service Workshop, “The United States Constitution,” Idaho State University, September 17 and 18, 1987.

“Elizabeth Cady Stanton,” University of Idaho Women’s Center, February 10, 1987.

Professional Meeting Papers:

“Walking the Talk: Modeling Integration of Content and Pedagogy,” Teaching American History Project Directors Conference, January 5, 2009

“A Silent Partner: Gladys Hampton and the Lionel Hampton International Jazz Festival, Jazz History Conference, 2008

“Three Historians: Will Work for Cash,” Pacific Northwest History Conference 2007

“New Technology, Industrial Organization, and the Coeur d’Alene Mining Wars,” Pacific Northwest Labor History Association, 2000.

“Gracie Pfof and Helen Chenoweth, An Unlikely Duo: Gender as an Issue in Idaho Politics,” Women’s West Conference, 2000.

“‘The Proliferation of Government Regulation and Interference’: Kellogg, Idaho’s Bunker Hill Company and Government Efforts to Protect the Environment, 1970-1981,” American Society for Environmental History, 1995.

“Gender as an Issue in the 1952 Election of Idaho’s Gracie Pfof,” American Historical Association--Pacific Coast Branch, 1995.

“Idaho Representative Gracie Pfof and the Hells Canyon Controversy,” Pacific Northwest History Conference, 1992.

“An Independent Labor Union’s Odyssey: The Northwest Metal Workers, Kellogg, Idaho, 1960-1971,” American Historical Association, Pacific Coast Branch, 1992.

“Entrepreneurial Risk-Taking at the Bunker Hill and Sullivan Company: Construction of the Lead Smelter, 1917,” Pacific Northwest History Conference, 1991.

"A Company, the Community and the Environment: Environmental Impact and the Bunker Hill Company of Kellogg, Idaho," American Historical Association, Pacific Coast Branch, 1991.

"CIO! Labor Organization and the New Deal in Idaho's Silver Valley, 1933-1942," Pacific Northwest History Conference, 1990.

"Miners and Smeltermen in the Silver Valley," Miner's Culture or Mining Culture: A Conference on Occupational Tradition in the Silver Valley, 1990.

"Images of Women and the 1960 Mine-Mill Strike at the Bunker Hill Company," Pacific Northwest History Conference, 1989.

"From Mine to Company: The Bunker Hill, 1885-1900," NEH Centennial West Conference, 1989.

"Labor Relations at the Bunker Hill and Sullivan Company, 1892-1900," Pacific Northwest History Association, 1988.

"The Shoshone County Anti-Communist Association vs. the Mine, Mill, and Smelter Workers' Auxiliary: Women and Anti-Communism in Kellogg, Idaho, 1950-1960," Pacific Coast Branch, American Historical Association, 1988.

"War in the Coeur d'Alenes: The Bunker Hill and Sullivan Company and the Miners' Union, 1892-1900," North American Labor History Conference, 1987.

"Mary Heaton Vorse: A Preliminary Report," The Northwest Women's Studies Association, 1982.

"Florence Crittenton Homes and the Idea of Unwed Motherhood," Northwest Women's Studies Association Conference, 1979.

"Militant Tactics and the Women's Social and Political Union," West Coast Conference on British Studies, 1974.

Grants and Contracts Awarded:

"Jazz in the Schools," National Endowment for the Arts, \$25,000, 2008.

"Silver Mining in the West: Conflict and Community on the Frontier," National Endowment for the Humanities, Landmarks in American History and Culture program, \$168,944.00, 2005-06.

"Much More than a Hole in the Ground: Kellogg, Idaho's Bunker Hill Company 1885-1981 -- Photographs," John Calhoun Smith Fund, \$727, 2004.

"Much More than a Hole in the Ground-Kellogg, Idaho's Bunker Hill Company," John Calhoun Smith Fund, \$2,360, 1997.

Summer Sessions Innovative Program Grant for "America's Game: American Society and Baseball, 1845-present," \$2,000, 1997.

Summer Sessions Innovative Program Grant for "America's Game: American Society and Baseball, 1845-present," \$2,000, 1996.

"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982, Part VII," John Calhoun Smith Fund, \$1,289, 1995.

"Gender and the Congressional Career of Idaho's Gracie Pfof," paper at American Historical Association, Pacific Coast Branch, August 1995, Small Travel Grant, \$800.

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"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982, Part VI," John Calhoun Smith Fund, \$1,050, 1992.

"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982, Part V," John Calhoun Smith Fund, \$11,050, 1991.

"Women's Suffrage in Idaho," Seed Grant, University of Idaho, \$2,960, 1991.

Planning Grant from the Idaho Humanities Council, "Women's Suffrage in Idaho," \$858.98, 1990.

"Women's Clubs in Idaho," Idaho Humanities Council, \$7,770, 1990.

"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982, Part IV," John Calhoun Smith Fund, \$5,006.26, 1990.

"Women's Suffrage in Idaho," Idaho Humanities Council, \$1,996, 1990.

"Women's Organizations in Idaho," Idaho Centennial Commission, \$4,341, 1990.

"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982, Part III," John Calhoun Smith Fund, \$3,388.33, 1989.

"Workshops on the Care and Management of Historical Photograph Collections," Idaho Centennial Commission, \$4,950, 1989.

"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982, Part II," John Calhoun Smith Fund, \$2,424, 1988.

"History of the Bunker Hill and Sullivan Mining and Smeltering Company in Kellogg, Idaho, 1885-1982," John Calhoun Smith Fund, \$3,147, 1987.

Faculty Development Grant, University of Idaho NEH Project, \$4,655, 1986.

"Humanities Program for Rurally Isolated Nontraditional Students," National Endowment for the Humanities, \$90,000 (at Lewis-Clark State College), 1985-87.

Course Development Grant, University of Idaho NEH Project, \$10,000, 1985.

Coeur d'Alene Humanities Program, Idaho Humanities Council, \$2,943, 1985.

"Cooperative Education Program," Department of Education, Cooperative Education Administration, \$72,100 (at Lewis-Clark State College), 1984.

"Developing Programs for Adult Learners," Department of Education, Title III, \$160,000 (at Lewis-Clark State College), 1982.

"International Trade Awareness Program," Shelby Collum Davis Foundation, \$28,750 (at Lewis-Clark State College), 1982.

Scholarly Work in Progress:

"Idaho United States Representative Gracie Pfost."

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Honors and Awards:

Organization of American Historians/Japanese Association for American Studies Residency in Japan, Rikkyo University, 2001
Charles Gates Award for the best article in Pacific Northwest Quarterly, 1994
Idaho Humanities Council Fellowship, 1991-92

SERVICE:

Major Committee Assignments:

American Studies Committee
History Committee, University of Idaho Centennial
History Scholarship Committee, Chair
Honors Program Committee
Institutional Planning and Budget Advisory Committee, 2004
John Calhoun Smith Committee, 2001-05
Letters and Science Dean's Advisory Committee, 1997-98
Letters and Science Diversity Task Force
Letters and Science Tenure and Promotion Committee, 1996-98
Presidential Search Committee, University of Idaho, 2008-2009
President's Cabinet, 2007--present
Provost's Council, 2006--present
Strategic Enrollment Management Steering Committee, 2003-05
Teacher Education Coordinating Committee, 2004-06
Teacher Education Re-Design Steering Committee
University Committee on General Education, 2003-06
University Finance and Budget Committee, 2004-05
University Research Council, 1998-2000
University Tenure and Promotion Committee, 2003, 2004
University Vision and Resources Task Force, 2004
Women's Center Advisory Board

Professional and Scholarly Organizations:

American Historical Association - Pacific Coast Branch
Nominating Committee, 1994-96
Council, 1998-2000
W. Turrentine Jackson Dissertation Award Committee, 2000-02 (Chair 2002)
Northern Rockies Consortium for Higher Education
Board of Directors, 1981-83
Organization of American Historians
Membership Committee
Phi Beta Kappa
Idaho Alpha Chapter President, 2005
Phi Kappa Phi
Phi Alpha Theta

Editorial Boards:
Idaho Yesterdays
Pacific Northwest Quarterly

Outreach Service:

Elected to Idaho Humanities Council, 2007, Executive Committee, 2008
Phi Alpha Theta history honorary advisor, 1991-2000
University of Idaho Representative, Idaho Council for the Social Studies, 1998-present
History Department Newsletter Editor
Elderhostel State Director, 1982-92
Idaho Centennial History Committee

Honors and Awards:

Virginia Wolf Distinguished Service Award, 2006, University of Idaho Women's Center

VITAE

Corinne Mantle-Bromley
Interim Associate Dean
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Washington State University, Pullman, Washington 99164-2114
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Education

- 1990 Ph.D. in Education, University of Idaho. Second language acquisition and pedagogy emphasis.
- 1986 M.Ed. in Secondary Education, University of Idaho. Spanish emphasis.
- 1982 Instituto de Filología Hispánica, Saltillo, México. Spanish language and literature study.
- 1979 B.A. (Magna Cum Laude, Phi Kappa Phi), Utah State University. Spanish major, English minor.
- 1978 Instituto de Idiomas, México, D.F. Spanish language, Mexican culture study.
- 1976 Universidad de los Andes, Bogotá, Colombia. Spanish language, Hispanic literature and culture study.

Experience

- 2009- Interim Associate Dean, College of Education, Washington State University. Oversight of graduate programs, assessment, external funding, teacher education, student services.
- 2005-2009 Professor and Chair, Department of Teaching and Learning, College of Education, Washington State University. Department of 45+ tenure-line faculty across four campuses, undergraduate and graduate teacher preparation, four master's and doctoral specializations. Program administration, personnel, budget management, assessment and accreditation (successful NCATE and state accreditations Spring 2009), student recruitment and retention, faculty recruitment, hiring, supervision, support.
- 2004-2005 Research Professor, Associate Director, Teacher Education Program (state accreditation facilitator), and Partnership Director, College of Education, University of Washington.
- Senior Associate, Institute for Educational Inquiry, John I. Goodlad, President.
- 2003-2005 Director of Undergraduate Initiatives, College of Education, University of Washington.
- 2000-2004 Executive Vice President, non-profit Institute for Educational Inquiry, Seattle, WA, John I. Goodlad, President. Research Professor, University of Washington, College of Education. Administer and coordinate programs, work with funders, research aspects of the Agenda for Education in a Democracy, work collaboratively with members of the National Network for Educational Renewal.
- 1992-2000 Colorado State University, School of Education. Assistant Professor (1992-1996), Associate Professor (1996-2000). Research in teaching and learning; teaching of graduate and undergraduate courses in foundations of education, cross-cultural communication, and research methodology; advising of undergraduate and graduate students; committee and service work.
- 1990-1992 University of Kansas. Assistant Professor, Curriculum and Instruction, School of Education. Graduate courses and research in second language acquisition and pedagogy, undergraduate foreign language methods courses, foreign language student teacher supervision, undergraduate- and graduate-student advising, committee and service work.
- 1987-1990 University of Idaho. Instructor, School of Education, foreign language methods courses.
- 1988-1990 University of Idaho. Teaching Assistant, School of Education.

- 1990 University of Idaho. Foreign language student teacher supervision.
- 1983-1988 Moscow High School and Moscow Junior High, Moscow, Idaho. Department chair of foreign languages, 1985-1988. Exploratory Spanish and Spanish I through Spanish IV.
- 1979-1983 Sandpoint High School, Sandpoint, Idaho. Taught Spanish, English, drama.
- 1979 Corinne Migrant School, Corinne, Utah. Summer-school teacher for 5- to 6-year-old children.
- 1978 Instituto de Idiomas, México, D.F. Assistant to the Program Director, Utah State University's Study Abroad Program.

Journal Publications (Refereed and Invited)

- Mantle-Bromley, C. & Foster, A.M. (2005). Educating for democracy: The vital role of the language arts teacher. English Journal 94 (5), 70-74.
- Mantle-Bromley, C. (2004). Jazz at the improv. Kappa Delta Pi Record, 41(1), 21-25.
- Mantle-Bromley, C., & Adams, M. (2003). Editors' Introduction. Equity & Excellence in Education, 36(3), 195-201. Special Issue: Partnering for Equity.
- Mantle-Bromley, C., Wilson, C.A., Foster, A.M., & Maaka, M.J. (2003). Context Matters: Improving schooling for native Hawaiian children. Equity & Excellence in Education, 36(3), 195-201. Special Issue: Partnering for Equity.
- Rodriguez, F., Mantle-Bromley, C., Bailey, M., & Paccione, A. (2003). Professional development for teacher leaders. Equity & Excellence in Education 36(3), 225-230. Special Issue: Partnering for Equity.
- Wayman, J.C., Foster, A.M., Mantle-Bromley, C., & Wilson, C. (2003) A comparison of the professional concerns of traditionally prepared and alternatively licensed new teachers. The High School Journal, 86(3), 35-40.
- Mantle-Bromley, C., & Foster, A.M. (2001). Toward stewardship of democratic ideals: Using students' perspectives to improve school-university collaboration and model democratic practice. Teaching Education, 12(2), 213-224.
- Mantle-Bromley, C., Foster, A.M., Wilson, C.A., Kozleski, E., & Anderson-Parsons, B. (2000). Education leaders' visions for and roles in simultaneous educational renewal. Continuous Improvement Monitor, 2(1) (electronic journal). <http://lanes.panam.edu/journal/library/Vol2No1/Mantle-Bromley.html>.
- Mantle-Bromley, C., Gould, L.M., McWhorter, B.A., & Whaley, D.C. (2000). The effect of program structure on new teachers' employment and program satisfaction patterns. Action in Teacher Education, 22(1), 1-14.
- Mantle-Bromley, C. (1998). "A day in the life" at a professional development school. Educational Leadership, 55 (5), 48-51.
- Mantle-Bromley, C. (1998). "A day in the life" at a professional development school. Educational Leadership on Tape: Strengthening the Teaching Profession. (Cassette Recording no. 298011). Alexandria, VA: Association for Supervision and Curriculum Development.
- Danzig, A., Cobb, R. B., Davies, T.G., Mantle-Bromley, C., & Miser, A. B. (1998). Politics of accountability within a school-to-career initiative: Implementation, representation, and evaluation. Educational Policy, 12(1&2), 67-83.
- Blocker, L. S., & Mantle-Bromley, C. (1997). PDS vs. campus preparation: Through the eyes of the students. The Teacher Educator 33(2), 70-89.
- Lynch, R. L., Hartley, N., Mantle-Bromley, C., & Cobb, R. B. (1996). Vocational teacher education: At a crossroads. Vocational Education Journal, 71 (1), 22-25, 61.
- Mantle-Bromley, C. (1995). Positive attitudes and realistic beliefs: Links to proficiency. Modern Language Journal, 79(3), 372-386.

- Canales, J., Hagerty, P., & Mantle-Bromley, C. (1995). Ensuring faculty identity and accountability: Implementing postulate four. Record in Educational Leadership, 15 (2), 49-53.
- Whaley, D., Mantle-Bromley, C., & Weiser, J. (1995). And the walls came tumbling down: Innovations in teacher preparation. The Agricultural Education Magazine, 68 (3), 7-10.
- Mantle-Bromley, C. (1994). Students' misconceptions and cultural stereotypes in foreign language classes. Middle School Journal, 26(1), 42-47.
- Mantle-Bromley, C. (1993). Preparing teachers to make a global difference. Foreign Language Annals, 26(2), 208-216.
- Mantle-Bromley, C. (1992). Preparing students for meaningful culture learning. Foreign Language Annals, 25 (2), 117-127.
- Mantle-Bromley, C., & Miller, R. B. (1991). The effect of multicultural lessons on attitudes of students of Spanish. The Modern Language Journal, 12 (4), 418-425.

Book and Book Chapters

- Clark, R.W., Foster, A.M., and Mantle-Bromley, C. (2006). Boundary spanners across the National Network for Educational Renewal. In K.R. Howey & N.L. Zimpher (Eds.), Boundary Spanners: A Key to Success in Urban P-16 University School Partnerships (pp. 27-46). New York: American Association of State Colleges and Universities and National Association of State Universities and Land-Grant Colleges.
- Goodlad, J.I., Mantle-Bromley, C., & Goodlad, S.J. (2004). Education for Everyone: Agenda for Education in a Democracy. San Francisco: Jossey-Bass.
- Heckman, P. E., & Mantle-Bromley, C. (2004). Toward renewal in school-university partnerships. In John I. Goodlad and Timothy McMannon (Eds.) The Teaching Career (pp. 69-95). New York: Teachers College Press.
- Mantle-Bromley, C (2002). The status of early theories of professional development school potential. In Irma N. Guadarrama, John Ramsey, and Janice L. Nath (Eds.) Forging Alliances in Community and Thought: Research in Professional Development Schools. Greenwich, CT: Information Age Publishing (3-30).
- Mantle-Bromley, C. (2000). "A day in the life" at a professional development school (reprint of publication). Annual Editions: Education.
- Mantle-Bromley, C. (1998) Seeing through language: Preparing second or foreign language learners to explore culture. In B. Finkelstein & E. K. Eder (Eds.). Hidden messages: Instructional materials for investigating culture (pp. 137-178). Yarmouth, ME: Intercultural Press.
- Danzig, A.R., Cobb, R.B., Davies, T.G., Mantle-Bromley, C., & Miser, A.B. (1998). Politics of accountability within a school-to-career initiative: Implementation, representation, and evaluation. In R.J.S. Macpherson (Ed.), The politics of accountability: Educative and international perspectives (pp. 62-78). Thousand Oaks, CA: Corwin Press.
- Mantle-Bromley, C. (1997). Preparing students for meaningful culture learning. In Paula R. Heusinkveld (Ed.), Pathways to culture (pp. 437-460). Yarmouth, ME: Intercultural Press.
- Hartley, N., Mantle-Bromley, C., & Cobb, B. (1996). Building a context for reform. In N. Hartley & T. Wentling (Eds.), Beyond tradition: Preparing teachers for tomorrow's workforce. University of Illinois: The University Council of Vocational Education.
- Kozleski, E.B., Anderson-Parson, B., Foster, A., Mantle-Bromley, C., Walters, B., & Wilson, C. (1996). Evaluating partnerships: A robust approach to improving partnerships. In Partnerships for learning: Real issues and real solutions (pp. 186-198). Monograph II (1) of the Teacher Education Council of State Colleges and Universities.

Reports and Minor Publications

- Mantle-Bromley, C. (2001). Review of the book Collaborative Action Research for English Language Teacher, by Anne Burns. The Modern Language Journal.
- Mantle-Bromley, C. (2001). Context Matters: A Case Study of Teacher Preparation Curriculum for Diversity. Institute for Educational Inquiry, Seattle, WA.
- Mantle-Bromley, C. (2000). Review of the book 500 tips for open and flexible learning (2nd ed.). The Modern Language Journal, 84, 134.
- Mantle-Bromley, C. (1998). Standards and standards. In R. Clark (Ed.) NCATE's and NNER's Standards. Seattle, WA: Institute for Educational Inquiry.
- Mantle-Bromley, C. (1998). The Rocky Mountain High School/Colorado State University PDS: A way of being. In R. Clark (Ed.), Model Secondary PDSs. Seattle, WA: Institute for Educational Inquiry.
- Mantle-Bromley, C. (1998). Becoming a community of learners: One school/university partner school's progress. Denver, CO: Colorado Partnership for Educational Renewal.
- Mantle-Bromley, C. (1998). Is there common ground? Leaders, their visions and their roles in simultaneous educational renewal. Denver, CO: Colorado Partnership for Educational Renewal.
- Bromley, K.W., & Mantle-Bromley, C. (and others). (June 1998). Books for summer reading. Phi Delta Kappan. 784-788.
- Middleton, V., & Mantle-Bromley, C. (Fall/Winter 1997-98). The Colorado State University/Rocky Mountain High School Professional Development School. Center Correspondent, 13. Seattle, WA: Center for Educational Renewal.
- Anderson-Parsons, B., Foster, A.M., Kozleski, E., & Mantle-Bromley, C. (1997). A cross-case analysis of four partner schools. Denver, CO: Colorado Partnership for Educational Renewal.
- Mantle-Bromley, C. (1997). A portrait of the CSU/RMHS Professional Development School. Denver, CO: Colorado Partnership for Educational Renewal.
- Casey, K., Mantle-Bromley, C., & Miser, A.B. (1997). And the walls came tumbling down: A case study. In Portraits of reform: Case studies of three school-to-career partnerships. Colorado State University.
- Mantle-Bromley, C. (and others) (June 1997). Books for summer reading. Phi Delta Kappan (pp. 778-779).
- Elliott, J., Blocker, L. S., Mantle-Bromley, C., & Grant, B. (1995). The Professional Development School. Video production of conceptualization, practice and research of the Colorado State University/ Rocky Mountain High School Professional Development School. Fort Collins, CO: Colorado State University.
- Mantle-Bromley, C. (1991, December). The beginning teacher. Kansas Foreign Language Association Bulletin.

Refereed Presentations

- October 2009 "Finding a Common Purpose for Schooling in the United States: Why Do We Educate in a Democracy?" Presenter with Dennis Potthoff, Audrey Kleinsasser, Bernard Badiali, and Steven Baugh. National Network for Educational Renewal Annual Conference, Bellevue, WA.
- September 2008 "Required Accountability Systems—Can They Lead to Meaningful Program Renewal?" Presenter, with J. Canty, L. Nagel, & D. Miller, National Network for Educational Renewal Annual Conference, Arlington, TX.
- September 2008 "New Initiative Dialog: Teacher Leadership for Curriculum Renewal." Panel Discussion with A. Kleinsasser; T. Poetter; S. Baugh; T. Bellamy. National Network for Educational Renewal Annual Conference, Arlington, TX.

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C. Mantle-Bromley, Page 5 of 11

April 2005	"The Role of Community Voices in Schooling: Applying Conditions for Democracy to Educational Renewal." Presenter, 2005 AERA Annual Conference. Montreal, Canada.
March 2005	"The Missing Partner: Bringing the Community into School-University Partnerships." Presenter. 2005 Conference of the National Association of Professional Development Schools. Orlando, Florida.
April 2004	"Bringing the Community into School-University Partnerships." Presenter. 2004 AERA Annual Conference. San Diego, CA.
April 2004	"Professional Development Schools: Influencing Student Learning." Discussant. 2004 AERA Annual Conference. San Diego, CA.
October 2003	"Developing Networks of Responsibility." Presenter, 2003 NNER Annual Conference. Salt Lake City, UT.
October 2003	"Improving Schooling for Children of Color: Issues and Efforts within the NNER. Facilitator/Organizer, 2003 NNER Annual Conference. Salt Lake City, UT.
January 2003	"Strengthening and Sustaining Teachers." Discussant. 2003 AACTE Annual Conference. New Orleans, LA.
October 2002	"A Work Session to Assess Progress and Examine Next Steps in Teaching All Children Well," with Carol Wilson. 2002 NNER Annual Conference, Parsippany, NJ.
October 2002	Respondent to the Plenary Session, Nick Michelli speaker. 2002 NNER Annual Conference, Parsippany, NJ.
April 2002	"Insider and Outsider Perspectives on the Validity and Value of Case Study Research on Recruiting and Preparing Teachers for Diversity." American Educational Research Association (AERA) annual meeting.
April 2002	"A Comparison of New Teachers' Preparation Programs and Their First Year of Teaching." American Educational Research Association (AERA) annual meeting.
October 2001	"A Study of New Teachers' Preparation Programs and Their First Year of Teaching." Annual Meeting of the National Network for Educational Renewal, Denver, CO.
October 2001	"Diversity in Teaching and Teacher Education: Summary of a Three-Year Initiative." Annual Meeting of the National Network for Educational Renewal, Denver, CO.
April 2001	"The Status of Early Theories of Professional Development School Potential in Four settings across the University States." American Educational Research Association (AERA) annual meeting.
April 2001	Panel member for "Unraveling the Lessons from a Complex Change Initiative: The Agenda for Education in a Democracy." American Educational Research Association (AERA) annual meeting.
April 2001	"Diversity in Teacher Education Initiative." American Educational Research Association (AERA) annual meeting.
April 2000	"Theory-Based Evaluation of Four School-University Partnerships." American Educational Research Association (AERA) annual meeting.
April 1999	"We're Teachers Too: P-12 Students Talk about Their PDSs." American Educational Research Association (AERA) annual meeting. (With A.M. Foster.)
April 1999	"Is There Common Ground? Leaders, Their Visions, Their Roles." American Educational Research Association (AERA) annual meeting.
April 1998	"The Impact of the Professional Development School Model on School Improvement." Fourth

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International Congress of Education. Cholula, Puebla, Mexico. (With A.M. Foster.)

- April 1998 "The Professional Development School Model at a Comprehensive Suburban High School." Fourth International Congress of Education. Cholula, Puebla, Mexico.
- April 1998 "Politics of Education Yearbook: The Politics of Accountability." Symposium of authors at the American Educational Research Association (AERA) annual meeting. San Diego, CA. (With A. Danzig, B. Cobb, A. Miser, and T. Davies.)
- April 1998 "Honoring Collaboration: Rewarding Scholarship Situated in PDSs and Partnerships." Minicourse for the American Educational Research Association (AERA) annual meeting. San Diego, CA. (With A.M. Kleinsasser, J.C. Conoley, P.A. Hagerty, E.E. Paradis, and D. Wiseman.)
- February 1998 "Renewal in American Education and in the Education of Educators: Changing Roles of University Faculty." Minicourse for the American Association of Colleges for Teacher Education (AACTE) annual meeting. New Orleans, LA. (With A.M. Kleinsasser, K.A. Norlander-Case, N. Gehrke, and P.A. Hagerty.)
- September 1997 "Learning Culture within a Culture: Expanding the Meaning of Foreign Language Literacy." Colorado Congress of Foreign Language Teachers annual conference.
- April 1997 "Working Smart: Re-Visioning Inquiry in the Context of School University Partnerships. Minicourse for American Educational Research Association (AERA) annual meeting, Chicago, IL.
- April 1997 "Multiple Meanings from Collaborative PDS Research: Learning with and from Each Other." American Educational Research Association (AERA) annual meeting, Chicago, IL.
- April 1997 "Becoming a University Teacher Educator." American Educational Research Association (AERA) annual meeting, Chicago, IL.
- April 1997 "Study of Partnerships through Empowerment Evaluation: A Statewide View." American Educational Research Association (AERA) annual meeting, Chicago, IL.
- February 1997 "Reforming School of Education: School-to-Work Initiatives as a Change Agent." American Association of Colleges for Teacher Education (AACTE) annual meeting, Phoenix, Arizona.
- April 1996 "Role Perceptions and Relationships between Cooperating Teachers and Practicum Students." American Educational Research Association (AERA) annual meeting, New York, N.Y.
- February 1995 "The Big Picture: Design, Implementation and Results of a University/High School Partnership." American Association of Colleges for Teacher Education annual conference, Washington, DC.
- April 1994 "The Effects of a Multicultural Awareness Curriculum on Middle-School-Aged Students' Attitudes Toward Languages and Cultures." American Educational Research Association (AERA) annual meeting in New Orleans, LA.
- November 1992 "Toward the Elimination of the Hispanic Stereotype." American Council of Teachers of Foreign Languages (ACTFL) annual conference. Chicago, IL.
- November 1992 "Current Issues in Foreign Language Education." American Council of Teachers of Foreign Languages (ACTFL) annual conference. Chicago, IL.
- October 1992 "Globalizing the Foreign Language Classroom: Japan as a Model." Kansas Foreign Language Association annual conference. Manhattan, KS.
- November 1991 "Attitude Readiness: Preparing Students to Accept Another Language and Culture." American Council of Teachers of Foreign Languages (ACTFL) annual conference. Washington, DC.

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- October 1991 "Developing Reading Skills in the Second Language Classroom." Heart of America Joint Missouri/Kansas Foreign Language Conference. Kansas City, Missouri. Co-presenter with Ann Sunderland.
- October 1991 "Developing Reading Skills in a Communicative Context." Kaw Valley Regional Inservice. Lawrence, Kansas.
- April 1991 "Multicultural Understanding and Modern Language Learning: Perfect Partners." Multicultural Education Conference: Programs and Strategies for Action. Springfield, IL.
- May 1990 "Students' Attitudes: How Important Are They? Can They Be Improved?" Pacific Northwest Council of Foreign Language Teachers Conference. Portland, Oregon.

Invited Speaker Presentations

- January 2008 "University Culture as Context for School-University Partnerships." Institute for Educational Inquiry, Seattle, WA.
- January 2007 "Teacher Education Primer for School Principals." Institute for Educational Inquiry, Seattle, WA.
- November 2004 "Education for Everyone: Educating for Democracy." Presentation to School Faculty in Modesto, CA.
- April 2004 "Does Democracy Matter?" Presentation at Annual Forum, Center for Educational Pluralism: Schooling as if Democracy Matters. Western Washington University, Bellingham, WA.
- March 2003 "To Weave it into Fabric." Keynote address, The 2003 Mary Scott Lecture Series—Expanding the Boundaries: Interdisciplinary Professional Development Schools, Colorado State University, Fort Collins, CO.
- January 2003 "Possibilities Grounded in Realities." Keynote speaker for the Wyoming State PDS Meeting.
- November 2002 "School-University Collaboration: Promises and Pitfalls." Keynote speaker for the Education Roundtable, Eastern Washington University.
- April 2001 "School-University Partnership in Action." Speaker and Facilitator. Wyoming Partnership's Leadership Program.
- December 2000 "The Agenda for Education in a Democracy." Keynote Speaker. California Polytechnic State University School-University Partnership's Leadership Program.
- November 1999 "The Agenda for Education in a Democracy." Keynote Speaker. California Polytechnic State University School-University Partnership's Leadership Program.
- June 1999 "Are We Making a Difference? The Colorado Partnership Evaluates Its Programs." "In Praise of Education" National Conference, Bellevue, WA. (With C.A. Wilson and A.M. Foster.)
- June 1999 "Book Discussion: Effective Professional Development Schools." "In Praise of Education" National Conference, Bellevue, WA.
- August 1998 "Evaluating Our Work: Year 2 of the Colorado Partnership's Three-Year Evaluation." National Network for Educational Renewal's annual meeting, Seattle, WA. (With C.A. Wilson, P. Hagerty, and A.M Foster.)
- March 1998 "Studying Our Practice: Using Action Research to Improve Teaching and Learning." School of Education's spring conference. Colorado State University, Fort Collins, CO. (With A.M. Foster.)
- August 1997 "Evaluation Work of the Colorado Partnership for Educational Renewal." National Network for Educational Renewal annual conference.

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- March 1997 Panel Presentation: "Inquiry, Evaluation, and Portraits." Institute for Educational Inquiry's Secondary Partner School Meeting. Phoenix, Arizona.
- March 1997 Panel Presentation: "Leadership Challenges in Advancing the Agenda for Education in a Democracy." American Association of Colleges for Teacher Education (AACTE). Phoenix, Arizona.
- March 1997 "Democracy in Education." Rocky Mountain High School, Fort Collins, Colorado.
- November 1996 "Action Research at Rocky Mountain High School." Poudre School District, Fort Collins, Colorado.
- March 1996 "Second Language Skills and the Workplace." Thompson Valley School District, Loveland, Colorado.
- April 1995 "Assessment and Foreign Language Teaching." Olathe School District Foreign Language teachers, Olathe, Kansas.
- November 1994 "Intercultural Skill Development." University of Kansas International Center, Lawrence, Kansas.
- April 1994 Multicultural Awareness/Infusion. Blevins Junior High School Faculty. Fort Collins, Colorado.
- January 1994 "Culture in Context." Dodge City High School Faculty and Students. Dodge City, Kansas.
- October 1993 "Attitude Readiness: The Teacher's Role." Wyoming Foreign Language Teachers' Association annual conference. Sheridan, Wyoming.
- April 1993 "A Challenge of Cross-cultural Communication: Preparing Students to Accept Another Language and Culture." West Virginia Foreign Language Teachers' Association annual conference. Keynote address.
- March 1993 "The Effect of Attitudes and Beliefs on Second Language Learners." Presentation to University of Colorado at Boulder faculty and students. Sponsored by the Anderson Language Technology Center.
- November 1992 "Multicultural Issues and Perspectives." Rocky Mountain High School faculty in Fort Collins, Colorado.
- April 1992 "The Challenge of Cross-Cultural Communication." Keynote speaker for the spring meeting of the Kansas Foreign Language Association in Fort Hays, Kansas.
- March 1992 "Preparing Students for Language and Culture Study." Sponsored by the International Education Consortium of St. Louis, Missouri.
- January 1992 "Meaningful Culture Learning in the Exploratory Language Class." Shawnee Mission School District, Kansas.

Consultation

- 2009-10 Iowa State University Education Programs Review Team Member.
- 2009-10 University of Washington Bothell Education Programs Review Team Member.
- 2009 Evidence-based Program Evaluation and Use of Data for Program Improvement. Washington's Professional Educators Standards Board consultant. November 2009.
- 2009 Facilitation Team Member for the 'Community Engagement' Study Group. National Network for Educational Renewal Annual Conference. October 45-17, 2009
- 2009 Potential partnerships with Chances for Children Foundation and Foundation Enfant Jesus in Haiti. Travel to Haiti, evaluation of potential and possibilities.

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2006-07	Team Member, Teacher Preparation Standard V Revision, Office of the Superintendent for Public Instruction.
2003	Invited participant of the Inquiry on the Relationship of the Liberal Arts and Teacher Education Forum. Wabash College, April 11-13, 2003.
2001-2003	Advisory Board, Educational Commission of the States, OERI-funded Policy on Teacher Quality Initiative.
2002-2003	Research Advisory Board, National Institute for Urban School Improvement. Funded program of the Office of Special Education Programs.
2001-2004	Advisory Board, Educational Commission of the States, OERI-funded Policy on Teacher Quality Initiative.
2000	U.S. Department of Education. Teacher Quality Institute. Washington, D.C.
1999-2000	Futures Committee. Institute for Educational Inquiry, Seattle, WA.
November 1998	"Schooling in a Democracy." Rocky Mountain High School, Fort Collins, CO. February 1999.
October 1996	Site evaluation visit to California Polytechnic State University. National Network for Educational Renewal.
November 1993	"Exploring New Dimensions in Teacher Preparation." Facilitator of presentations at American Council of Teachers of Foreign Languages (ACTFL) annual conference. San Antonio, Texas.
1991-1992	"The Hispanic Stereotype in America." Public presentations statewide as member of Kansas Committee for the Humanities Speakers Bureau.
1991-1992	"Melting Pot or Tossed Salad: The Challenge of Cross-Cultural Communication." Public presentations statewide as member of Kansas Committee for the Humanities Speakers Bureau.
May-Sept. 1990	Consultant for Idaho Humanities Council on program evaluation.
October 1989	"The Natural Approach." Idaho Association of Teachers of Language and Culture Conference. Moscow, Idaho.
October 1989	"Grant Opportunities Through the Idaho Humanities Council." Idaho Association of Teachers of Languages and Culture Conference. Moscow, Idaho.
September 1989	Consultant to Moscow School District, Moscow, Idaho, to establish a training/ induction program for beginning teachers.

Funded Grants and Contracts

2006-2009	Minor funding from Washington's Professional Educators' Standards Board for Professional Educator Advisory Board Funding. With C. Sodorff.
2000-2004	Grant writing and management of funded proposals (collaboratively secured over \$2 million, managed much more). Institute for Educational Inquiry, Seattle, WA.
1998-2000	Evaluation of "Diversity in Teacher Education," a Kellogg-funded initiative to the Institute for Educational Inquiry. Principal Evaluator. \$60,000 over three years.
1996-1999	Evaluation of the Colorado Partnership for Educational Renewal. \$30,000 over three years.
1997-1998	"Standards Alignment through Partnership." Colorado Commission on Higher Education. Project director. Year 2 budget \$49,930.

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- 1996- "High School Partner School Project." National Network for Educational Renewal. Project co-director.
1997 \$3,500.
- 1995- "Standards Alignment through Partnership." Colorado Commission on Higher Education. Project director.
1998 Funded for 3 years. 1995-96 Budget \$49,982.
- 1996 "Foundations in Action." College of Applied Human Sciences mini-grant. Funded for \$300. Project director.
- 1996 "Employment and Retention of Novice Teachers." School of Education mini-grant. Funded for \$500. Project director.
- 1996 "An Investigation of Employment Patterns of Completers of the CSU Teacher Licensure Program." Research and Development Center for the Advancement of Student Learning. Co-director: Lois Gould. Funded, \$1000.
- 1996 "Colorado Partnership for Educational Renewal" evaluation contract. \$8,000.
- 1995- "School-to-Work" evaluation contract, team member. U.S. Department of Education grant. \$713,796 budget
1997
- 1995- "Dwight D. Eisenhower Professional Development in Teacher Education Initiative." Department of
1998 Education subcontract from Colorado Partnership. Co-director with L. Sharon Blocker. Funded for \$25,900.
- 1995 "Assessing the Impact of Professional Development Schools." Western Regional Holmes Group research grant. Co-principal investigator with L. Sharon Blocker. Funded for \$2,000.
- 1995 "Commitment to the Professional Development School Concept." College of Applied Human Sciences mini-grant. Principal investigator. Funded for \$500.
- 1995 "Mujeres de Acción." Center for American Ethnicity (Colorado State University) research grant. Principal investigator. Funded for \$300.
- 1995 "Goals 2000" Department of Education subcontract from Colorado Partnership/Weld School District. Co-director with L. Sharon Blocker. Funded for \$15,000.
- 1994 "Field Experience Caveats in Teacher Education." Institute for Educational Inquiry Leadership Associate grant. Principal investigator. Funded for \$1,500.
- 1992 Colorado State University Diversity Career Enhancement Award. Funded for \$4,600. Project director.
- 1990 "Affective Variables in the Second Language Classroom." University of Kansas New Faculty Research Grant. Principal Investigator. Funded for \$5,000.
- 1990 "Maintenance of Oral Proficiency in a Second Language." Hall Center (University of Kansas) Departmental Projects Award. Principal Investigator. Funded for \$1,000.
- 1990 "Language Immersion for Language Teachers." Idaho State Department of Education grant. Co-director. Funded for \$8,700.
- 1986 "Sights and Sounds of Ecuador." Idaho Humanities Council grant. Project Director. Funded for \$500.

Fellowships and Awards

- 2007 - Current Agenda for Education in a Democracy Scholar, Institute for Educational Inquiry, Seattle, WA.
- 2000 Excellence in Educational Research Award. Phi Delta Kappan Society, Fort Collins, CO.

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1996	The 1996 Outstanding Teacher Award. College of Applied Human Sciences, Colorado State University.
1994-1995	Institute for Educational Inquiry Leadership Associate. Intensive analysis of teacher education with national leaders of educational renewal.
1992	National Intercultural Education Leadership Institute (NIELI) Research Fellowship. Intensive study of Japanese ways of thought; two-week research seminar with Japanese educators in Japan.
1992	University of Kansas Chancellor's Award for Outstanding Teaching.
1991-1992	Mid-America Japan in the Schools (MAJIS) Fellowship. Attended seminars on Japanese language and culture. Participated in study tour to Japan summer of 1992. Developed curriculum to increase knowledge of Japan in the public schools.
1992	Faculty Development Award from the University of Kansas.
1992	Teaching Improvement/Opportunity Award from the University of Kansas.
1991	Faculty Development Award from the University of Kansas.

Selected Professional Service and Elected Positions

2010-2013	Member, Committee on Research and Dissemination. American Association of Colleges for Teacher Education.
2009-2012	Lead contact for Washington state, National Performance Assessment Pilot, in collaboration with the American Association of Colleges for Teacher Education and the Council of Chief State School Officers.
2009-	Member, Mid-Career Research Award Committee, Division K, American Educational Research Association.
2009-10	Member, Washington State University's Showcase Academic Research Committee.
2007-09	Member, Washington State University's Strategic Plan Committee and Goals Subcommittee.
1994-1996	President, Teacher Education Special Interest Group within the American Council of Teachers of Foreign Languages (ACTFL).
1992-1994	Vice-president, Teacher Education SIG within the American Council of Teachers of Foreign Languages (ACTFL).
1991	Associate Editor, Kansas Foreign Language Association <u>Bulletin</u> .
1989	Executive Committee, Idaho Humanities Council. Made recommendations to Council on policy and programming directions.
1989	Board of Directors, Idaho Partners of the Americas.
1988-89	Board member, Idaho Humanities Council, state-wide council charged with the responsibility of funding public humanities projects. Reviewed grant applications, evaluated funded projects.

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STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

SUBJECT

University of Phoenix Master of Arts in Education (MAED) programs in Elementary Education and Administrative Education Focused Review Team Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114 and 33-1258, Idaho Code

Idaho Administrative Code, IDAPA 08.02.02 Section 100- Official Vehicle for the Approval of Teacher Education Programs

BACKGROUND/DISCUSSION

The state focus review of the University of Phoenix teacher preparation programs was conducted March 11-12, 2010. In preparation for the visit, the professional education unit, which is responsible for the preparation of teachers, prepared a self-study report and requested a peer review of their teacher preparation programs. A five-member state program approval team and two state observers visited the University of Phoenix campus, located in Meridian, Idaho, to review two programs to determine if there was sufficient evidence indicating that University of Phoenix teacher candidates meet the Idaho Standards for the Initial Certification of Professional School Personnel. These programs included the MAED-Administrative Education program and the MAED-Elementary Education program.

The standards used to validate the institutional report were the Idaho Standards for the Initial Certification of Professional School Personnel. Rubrics for each set of standards were used for the review process. Team members determined if there was sufficient data from at least three sources of evidence to validate each area reviewed. Examples of the sources of data reviewed included but were not limited to: course syllabi, program plans and descriptions, class assignments and reports, discussion question responses, lesson and unit plans, work samples, eLibrary, textbooks, and electronic reserve readings, and letters of support. In addition to the review of documents, team members also conducted interviews with candidates, completers, college administrators, college faculty, Pre-K-12 principals, and Pre-K-12 on-site teacher educators (OSTE).

IMPACT

In order to maintain their status as an Idaho approved program and produce graduates eligible for Idaho teacher and pupil personnel services certifications, the University of Phoenix must offer preparation programs adequately aligned to State Standards.

ATTACHMENTS

Attachment 1 – State Review Team Report

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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 Education (MAED) programs in Elementary Education and Administrative Education at the University of Phoenix.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE REVIEW TEAM REPORT – University of Phoenix
March 11-12, 2010

Professional Standards Commission
Idaho State Board of Education

On-Site State Team:

Stacey Jensen
Nick Smith
Rob Sauer
Dr. Jennifer Snow
Cathy Bierne

State Observers:

Katie Rhodenbaugh
Christine Linder

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INTRODUCTION

The state focus review of the University of Phoenix teacher preparation programs was conducted March 11-12, 2010. In preparation for the visit, the professional education unit, which is responsible for the preparation of teachers, prepared a self-study report and requested a peer review of their teacher preparation programs. A five-member state program approval team and two state observers visited the University of Phoenix campus, located in Meridian, Idaho, to review two programs to determine if there was sufficient evidence indicating that University of Phoenix teacher candidates meet the Idaho Standards for the Initial Certification of Professional School Personnel. These programs included the MAED-Administrative Education program and the MAED-Elementary Education program.

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Finally, the report that follows uses the language recommended by national accrediting agencies. Four terms used throughout the report deserve a definition to assist the reader:

- *Candidate* – a student enrolled in an administrator (principal only) or teacher preparation program at the University of Phoenix - Meridian, Idaho location.
- *Completer*- A graduate who has completed the University of Phoenix program.
- *Student* – an individual enrolled in a Pre-K-12 public school
- *Unit* – refers to the institution's teacher preparation program

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PROGRAM RECOMMENDATION
University of Phoenix, March 11-12, 2010

PROGRAMS	RECOMMENDATIONS
Core Standards	Core standards are reviewed but not subject to approval.
School Administrator/MAED/ADM (Principal only)	Approved
Elementary Education/MAEd	Approved

**IDAHO STANDARDS FOR INITIAL CERTIFICATION
OF PROFESSIONAL SCHOOL PERSONNEL**

TEAM FINDINGS

PROFESSIONAL STANDARDS COMMISSION
State Department of Education
State Program Approval Team Report

CORE TEACHER STANDARDS

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 Review of course syllabi in the content areas, candidate works samples, and Praxis II scores, as well as interviews with candidates, university faculty, university supervisors, and cooperating teachers, provides evidence that teacher candidates demonstrate adequate knowledge of the content that they plan to teach and understand the ways new knowledge in the content area is discovered. Eighty percent or more of the candidates meet the qualifying scores on Idaho State Board-required academic examination(s).

1.2 Review of discussion questions from the content area courses, candidate work samples, analysis of “teacher” lesson plans, as well as interview with candidates, university faculty, university supervisors, and cooperating teachers provide evidence that teacher candidates create learning experiences that make the content taught meaningful to students.

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 Review of discussion questions, course syllabi, and faculty notes provides evidence that candidates demonstrate an adequate understanding of how students learn and develop and have adequate knowledge of intellectual, social, and personal development. Candidate and faculty interviews also suggest knowledge of development is addressed throughout program.

2.2 Candidate work samples and course syllabi provide evidence that teacher candidates have adequate ability to structure opportunities to support student developmental stages and growth. Candidate interviews suggest the opportunity to work with students at various developmental stages and reflect upon instruction and scaffold accordingly.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are modified for students with diverse needs.

Element	Unacceptable	Acceptable	Target
3.1 Understanding of Individual Learning Needs		X	
3.2 Modifying Instruction for Individual Learning Needs		X	

3.1 SPE 514 syllabus, faculty notes and discussion questions provide evidence that candidates demonstrate an adequate understanding of how students differ in their approaches to learning. The discussion questions addressing IDEA, LRE, and 504

plans also address how implementation of this understanding occurs in schools. Candidate understanding is found in Teacher Work Samples (adaptation column) and MTE 531 lesson plans. Multiple Intelligences theory is also addressed in course syllabi, discussion questions, and candidate work samples.

3.2 Candidate lesson plans with adaptations provide evidence that candidates are able to provide opportunities to support students with diverse needs. Candidate and faculty interviews also support opportunities to work with diverse students and collaborate with faculty teams to implement appropriate adaptations. Faculty provide opportunities for candidates to work with students of varying ability and English language proficiency.

Standard 4: - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Element	Unacceptable	Acceptable	Target
4.1 Understanding of multiple instructional strategies		X	
4.2 Application of multiple instructional strategies		X	

4.1 MTE 508 faculty notes and course readings provide adequate knowledge of multiple intelligences theory, models of learning and instructional strategies. Discussion questions from MTE 508 and 531 and SEI 500 document candidate reflection on multiple instructional strategies and when they might choose to use them in practice. Teacher work samples and cooperating teacher and principal interviews indicate candidates demonstrate an adequate understanding of instructional strategies.

4.2 Teacher work samples and Task Analysis assignment provide evidence that candidates are able to use a variety of instructional strategies. Faculty interviews suggested multiple instructional strategies are encouraged and opportunities are provided when applicable but this may not be a consistent aspect of the program. Cooperating teacher interviews, and in particular, a principal interview evidenced satisfaction with differentiated instruction and multiple strategies.

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 Course syllabi, posted discussion questions, and candidate interviews indicate that teacher candidates demonstrate an adequate understanding of the principles of motivation and management for safe and productive student behavior. The entire class MTE 520 is dedicated to motivation and management techniques. Candidates are provided with multiple opportunities to gain information on a variety of management techniques and styles.

5.2 Cooperating teacher and field experience evaluations, as well as candidate and cooperating teacher interviews indicate that teacher candidates are able to create, manage, and modify learning environments to ensure they are safe and productive. Candidate and faculty interviews indicated that candidates desire more actual time teaching in classrooms prior to their student teaching experience but all felt the candidates were adequately prepared to teach in a classroom once they get the chance.

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 Communication Skills		X	

6.1 Course syllabi, posted discussion questions, assignments, lesson plans, and teacher work samples all indicated that teacher candidates demonstrate an adequate ability to model and use communication skills appropriate to professional settings. Classroom management plans all included a parent letter of introduction. In addition multiple assignments indicated opportunity for candidates to model and use their communication skills.

6.2 Field experience evaluations, sample letters to parents in classroom management plans, assignments, discussion question responses, candidate and cooperating teacher interviews indicate that teacher candidates demonstrate an adequate ability to model and use communication skills appropriate to professional settings. However, cooperating teacher and principal interviews indicate that current student teachers have not had any specific parent communication as of week seven of their internship. Candidate interviews indicated that they felt they had multiple opportunities to communicate with other professionals within their schools, their cooperating teachers, university supervisors and university faculty within their internship time.

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			X
7.2 Instructional Planning		X	

7.1 Course syllabi, lesson plan templates, interviews, and course assignments indicate that candidates demonstrate an in-depth understanding of how to plan and prepare instruction based upon complex and differentiated consideration of knowledge of subject matter, students, the community, and curriculum goals. Throughout the coursework, candidates are required to complete in-depth lesson plans for many assignments. Multiple examples of the lesson plans reflect knowledge of subject matter, students, the community as well as the curriculum goals.

7.2 Candidate, cooperating teacher, and principal interviews as well as teacher work samples, lesson and unit plans and tutoring logs indicate that teacher candidates plan and prepare instruction based upon consideration of subject matter, students, the community, and curriculum goal. Candidate interviews indicated that the candidates felt very confident in their ability to design lesson plans. Cooperating teacher interviews concurred.

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 teaching 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 discussion questions, lesson plans and learning group activities as well as cooperating teacher and candidate interviews indicate that candidates demonstrate an adequate understanding of formal and informal student assessment strategies to evaluate and advance student performance and to determine teaching effectiveness. Reading/Language Arts (RDG 530) course syllabus, faculty notes, and assignment refer to diagnostic tools for emergent readers, phonics, and comprehension. Candidate discussion questions reflect on differing kinds of assessment.

8.2 Teacher work samples and various course syllabi address assessment through lesson design. Candidate and cooperating interviews reinforced candidate ability to use and interpret formal and informal assessment strategies to evaluate and advance student performance and determine teaching effectiveness. Work samples integrate reflection on assessment and student progress. Some action research projects address alternative assessment, and the course provides an overview of criterion-referenced; norm-referenced; inferential statistics etc. .

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, faculty, cooperating teacher and principal interviews all indicate that candidates demonstrate an in-depth ability to be reflective practitioners who are committed to their profession. Discussion questions and teacher work samples also evidence the candidate's exemplary ability to be reflective practitioners. The action research projects demonstrate extreme commitment to the candidates' professional and personal growth.

9.2 Action research projects, teacher work samples, and interviews indicate an adequate ability to engage in purposeful mastery of the art and science of teaching. Cooperating teacher interviews indicate that over time candidates should excel as teachers if given the professional opportunities to develop. The structure of coursework and reflection in assignments and activities provides scaffolding for reflective practice.

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 Candidate and faculty interviews indicate participation in collegial relationships. The cohort structure appears to lend itself to strong ties and collaboration.

Professionalism is modeled and shared in discussion questions and candidate work samples. Cooperating teacher and principal interviews also evidenced candidate professional interaction with colleagues and community to support student learning. One cooperating teacher interview suggested candidates needed more focused and purposeful observation hours prior to student teaching in order to be able to participate more meaningfully in any professional development, team meetings or collaboration during student teaching.

SCHOOL ADMINISTRATORS

Standard 1: Visionary and Strategic Leadership—A school administrator is an educational leader who promotes the success of each student and staff member by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.

Element	Unacceptable	Acceptable	Target
1.1 Understanding Visionary and Strategic Leadership		X	
1.2 Application of Visionary and Strategic Leadership		X	

1.1 Evidence of visionary and strategic leadership was found in the course syllabi as well as the course faculty notes. Based on interviews administrator candidates have an adequate understanding of specific models and processes of visionary leadership and how to engage stakeholders in strategic planning and data collection.

1.2 Cooperating administrator and program completer interviews indicate that administrator candidates demonstrate an adequate ability to facilitate the development and implementation of visionary and strategic leadership, using key concepts and models. Cooperating administrator's observations and candidate work samples sited specific examples of how candidates and completers took leadership roles in their district efforts of establishing a new vision and mission.

Standard 2: Instructional Leadership—The school administrator is an educational leader who promotes the success of each student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

Element	Unacceptable	Acceptable	Target
2.1 Understanding of Instructional Leadership		X	
2.2 Application of Instructional Leadership		X	

2.1 Course syllabi, sample student work and interviews provide evidence that administrator candidates will have an overall understanding of the relationships between school culture, diverse student needs, instructional program, staff professional growth, and student achievement. There is, however, insufficient evidence that candidates will have adequate experiences in ELL/ESL and/or bilingual/bicultural education or in the area of special education. Conversations with the Directors indicate that revised program course requirements will include courses that cover equity, diversity and access in education as well as administration of special programs.

2.2 Cooperating administrator and program completer interviews, as well as sample student work indicate that candidates are able to apply instructional leadership principles to nurture and sustain a school culture and instructional program conducive to student learning and staff professional growth. As mentioned above, the reviewers found insufficient evidence that candidates will have adequate experiences in ELL/ESL and/or bilingual/bicultural education or in the area of special education. Conversations with the Directors indicate that revised program course requirements will include courses that cover equity, diversity and access in education as well as administration of special programs.

Standard 3: Management and Organizational Leadership—A school administrator is an educational leader who promotes a safe, efficient, and effective learning environment, and manages the organization, operations, and resources for the success of each student.

Element	Unacceptable	Acceptable	Target

3.1 Understanding of Management and Organizational Leadership		X	
3.2 Application of Management and Organizational Leadership		X	

3.1 Course syllabi, sample student work and interviews provide evidence that administrator candidates have an adequate understanding of how to promote and manage a safe, efficient, and effective learning environment for the success of each student.

3.2 Cooperating administrator and completer interviews, as well as candidate work samples, and observations indicate that administrator candidates demonstrate an adequate ability to promote and manage a safe, efficient, and effective learning environment for the success of each student.

Standard 4: Family and Community Partnerships—A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

Element	Unacceptable	Acceptable	Target
4.1 Understanding of Family and Community Partnerships		X	
4.2 Application of Family and Community Partnerships		X	

4.1 Course syllabi, sample student work and interviews provide evidence that administrator candidates have an adequate understanding of how to collaborate with families and community members, respond to diverse community interests and needs, and mobilize community resources to promote the success of each student. In interviewing both candidates and completers it was indicated that the Professional Communications course provided excellent skills preparation, resources and training in

effective communication strategies. The addition of the Family, Community and Media Relations course will provide additional understanding and practical knowledge in this area.

4.2 Interviews with cooperating administrators, course projects, and candidate work samples indicate that completers and candidates demonstrate an adequate ability to collaborate with families and community members, respond to diverse community interests and needs, and mobilize community resources to promote the success of each student. As mentioned above, candidates and program completers indicated that this is a program strength and one of its most valuable components.

Standard 5: Professional and Ethical Leadership—The school administrator is a professional who demonstrates personal and professional values, ethics, and integrity.

Element	Unacceptable	Acceptable	Target
5.1 Understanding of Professional and Ethical Leadership		X	
5.2 Application of Professional and Ethical Leadership		X	

5.1 Course syllabi, sample student work and interviews with candidates and completers, provide evidence that administrator candidates have an adequate understanding of the relationship between personal and professional values, ethics, and integrity to promote the success of each student. Candidates and completers indicated that the school law and policy course did an excellent job of covering these topics.

5.2 Interviews with cooperating administrators, candidate portfolios and observations indicate that candidates and completers demonstrate an adequate ability to apply personal and professional values, ethics, and integrity to promote the success of each student. As mentioned above, both candidates and program completers indicated that the school law and policy course did an excellent job of giving them the tools to guide them in their practice as an administrator.

Standard 6: Governance and Legal Leadership—A school administrator is an educational leader who promotes the success of each student by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural contexts.

Element	Unacceptable	Acceptable	Target
6.1 Understanding of Governance and Legal Leadership		X	
6.2 Application of Governance and Legal Leadership		X	

6.1 Course syllabi, sample student work and interviews with candidates and completers, provide evidence that administrator candidates have an adequate understanding of the role of the school administrator in responding to and influencing the larger political, social, economic, legal, and cultural contexts to promote the success of each student. Interviews with candidates and completers indicated that the School Law and Policy course did an excellent job of covering these topics. The addition of the Equity, Diversity and Access in Education course as well as the Administration of Special Programs course will strengthen the candidate's understanding and ability to apply this standard to their daily practice.

6.2 Interviews with cooperating administrators, candidate work samples, and observations provided evidence that administrator candidates demonstrate an adequate ability to respond to and influence the larger political, social, economic, legal, and cultural contexts to promote the success of each student. As mentioned above, the addition of the Equity, Diversity and Access in Education course as well as the Administration of Special Programs course will strengthen the candidate's in-depth understanding and ability to apply this standard to their daily practice.

Areas of Weakness: Throughout the interviews, several students and faculty members highlighted a need for more exposure to law specifically law related to special populations. In interviewing the Director, we were made aware of changes that will begin summer 2010 that address this issue.

Electronic Reserve Readings for each course appear to be outdated. This issue was also highlighted in conversations with faculty. In interviewing the Director, they are currently in the process of updating all of the courses. They also encourage faculty to integrate current research and information into all courses. This was confirmed in interviews with faculty.

Recommended Action on School Administrator Standards:

☒ X Approved
☐ Approved Conditionally
☐ Not Approved

ELEMENTARY 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 Understanding Subject Matter and structure of the discipline		X	
1.2 Making Subject Matter Meaningful		X	

1.1 Review of course syllabi, Praxis II scores, and candidate work samples, as well as interviews with candidates, university faculty, university supervisors, and cooperating teachers provide evidence that teacher candidates demonstrate an adequate knowledge of elementary subject content, understand connections across the curriculum, demonstrate an ability to attain information and resources when necessary, and communicate with students the ways knowledge in a content area is discovered.

1.2 Review of discussion questions and candidate work samples, along with lesson plan analysis and interviews with candidates, university faculty, university supervisors, and cooperating teachers provide evidence that teacher candidates demonstrate an adequate ability to use materials, instructional strategies and/or methods that illustrate and promote relevance and real-life application making learning experiences and subject matter meaningful to most students.

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, discussion questions, and faculty notes as well as interviews with candidates and faculty indicate that teacher candidates demonstrate adequate understanding of how young children and early adolescents learn and that their literacy and language development influence learning and instructional decisions. Candidate and faculty interviews specifically addressed the language and literacy knowledge incorporated and mentioned the need for more time to address such influences on learning and instructional decisions. With feedback, the institution immediately offered to provide more “workshops” on these topics, demonstrating responsiveness to candidate and faculty needs.

2.2 Candidate work samples, lesson plans, observations and interviews provide evidence that teacher candidates are able to provide opportunities to support student developmental stages and growth. Candidate interviews suggest the opportunity to work with students at various developmental stages and reflect upon instruction and scaffolding accordingly. Candidate interviews provide evidence of participation in IEP meetings or other collaborations to work within students’ developmental stages and growth.

Areas of Improvement: None

Recommended Action on All Elementary Education Standards:

☒ Approved
☐ Approved Conditionally
☐ Not Approved

Interviews

University of Phoenix Administrators

Christine Rood
Meredith Curley
Andy Drotos
Stacie Inakai-Carter

Adjunct Faculty

Gerald Chouinard
Ernest Elliott
Marcia Beckman
Elaine Eberharter-Maki
Michelle Murphy
Douglas Greer
Sonia Galaviz
Shannon Molnar
Christina Ramirez-Nara

Candidate/Completer

Christa Snyder
Susan Compass
Will Barber
Christina Kane
Maria Schuman
Camille Trent
Christie Verheijen
Tricia Bright
Stephen Todd Lawrence
Brandy Segraves
James Emmoas
Laura Widenor

Cooperating Teacher

Kim Petersen
Deb Fisher
Sara Knowlton

PK-12 School Administrator

Khristie Bair

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STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

SUBJECT

Northwest Nazarene University Director of Special Education and Related Services Certification Program Focused Review Team Report

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114 and 33-1258, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02 Section 100- Official Vehicle for the Approval of Teacher Education Programs

BACKGROUND/DISCUSSION

Team members representing the Idaho State Department of Education met for a focus visit in March 22-23, 2010, to complete an earlier review of the Northwest Nazarene University Director of Special Education and Related Services certification program. In June 2005, a team from the Idaho State Department of Education conducted an initial visit but because there were no graduates in the program at that time, they decided to conditionally approve the program with the intent of returning at a later date after candidates had entered and completed the program. Since that time, eighteen females and three males have enrolled in the program. Currently, there are seventeen completers.

A three member State Evaluation Team, an Idaho State Department Professional Standards Coordinator, and the Idaho State Department of Education Director of Certification/Professional Standards visited the Northwest Nazarene University (NNU) campus located in Nampa, Idaho. The team's goal was to determine if there was sufficient evidence indicating that the NNU candidates met the Idaho Standards for Initial Certification.

The standards used to validate the institutional report are the Idaho Standards for Initial Certification of Special Education Directors. Although not required to do so, the team briefly conducted a courtesy informal review of their documents related to School Administrator Standards since they also address all of the Foundation (School Administrator) and Enhancement (Director of Special Education) Standards. However, the School Administrator Standards will not be addressed in this report.

The team reviewed their conceptual framework, which they base on the Critical/Social Model posited by Feiman-Menser, 1990 and related four themes (citizenship/democratic society; liberal arts/continuing learning; professional knowledge and skills; roles of schooling) used to articulate the model. An added clear depiction of how their model and four themes aligned with the Idaho Standards in the Institutional Report may have provided a comprehensible overview of the program for facilitative access to documents.

The team used rubrics that defined the criteria they followed for the review and assessment process. Team members determined if there were sufficient data from at least three sources of evidence to validate each area reviewed.

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Examples of the sources of data reviewed include, but are not limited to: course syllabi linking content to Idaho Standards, internship handbook, interviews, IEPs, transition plan to an outside agency, application assignments, candidate course notebooks, daily logs, NNU catalog, instructor feedback on assignments, behavior intervention plan, an assessment of reading, collaboration projects, case studies, and assistive technology assessments.

In addition to the review of documents, team members conducted interviews with university faculty and administrators, current candidates and completers, as well as university supervisors. State reviewers visited schools where they were able to speak with additional candidates, supervisors, and those who completed the program. It is worth noting that the program's directors in the field expressed significant satisfaction with the program as they felt they had developed the knowledge, skills, and dispositions necessary to meet the high expectations of their jobs.

Based on the evidence, the team found that NNU adequately met the criteria for approval for each of the three standards we addressed: Standard 1--Visionary and Strategic Leadership; Standard 2--Instructional Leadership; Standard 3--Management and Organizational Leadership.

IMPACT

In order to maintain their status as an Idaho approved program and produce graduates eligible for Idaho pupil personnel services certification, Northwest Nazarene University must offer preparation programs adequately aligned to State Standards.

ATTACHMENTS

Attachment 1 – State Review Team Report

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BOARD ACTION

A motion to accept the State Review Team Report, thereby granting program approval of the Director of Special Education and Related Services Certification Program at Northwest Nazarene University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**IDAHO STANDARDS FOR INITIAL CERTIFICATION
OF PROFESSIONAL SCHOOL PERSONNEL**

TEAM VISIT REPORT

**Northwest Nazarene
University
March 23-24, 2010**

Reviewers: Lana P. Elliott, Lewis-Clark State College, team chair; Mr. John Rhodenbaugh, team reviewer; Ms. Stephanie Olsen, team reviewer; Katie Rhodenbaugh, Idaho State Department of Education/State Professional Standards Coordinator; Christina Linder, State Director of Certification/ Professional Standards

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- II. Charts of Results of Program Review**
 - **Director of Special Education and Related Services Certification**
- III. Standards and Related Rubrics**
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I. INTRODUCTION

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A three member State Evaluation Team, an Idaho State Department Professional Standards Commission Coordinator, and the Idaho State Department Director of Certification/Professional Standards Commission visited the Northwest Nazarene University (NNU) campus located in Nampa, Idaho. The team's goal was to determine if there was sufficient evidence indicating that the NNU candidates met the Idaho Standards for Initial Certification.

The standards used to validate the institutional report are the Idaho Standards for Initial Certification of Special Education Directors. Although not required to do so, we briefly conducted a courtesy informal review of their documents related to School Administrator Standards since they also address all of the Foundation (School Administrator) and Enhancement (Director of Special Education) Standards. However, the School Administrator Standards will not be addressed in this report.

We reviewed their conceptual framework, which they base on the Critical/Social Model posited by Feiman-Menser, 1990 and related four themes (citizenship/democratic society; liberal arts/continuing learning; professional knowledge and skills; roles of schooling) used to articulate the model. An added clear depiction of how their model and four themes aligned with the Idaho Standards in the Institutional Report may have provided a comprehensible overview of the program for facilitative access to documents.

We used rubrics that defined the criteria we followed for the review and assessment 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 linking content to Idaho Standards, internship handbook, interviews, IEPs, transition plan to an outside agency, application assignments, candidate course notebooks, daily logs, NNU catalog, instructor feedback on assignments, behavior intervention plan, an assessment of reading, collaboration projects, case studies, and assistive technology assessments.

In addition to the review of documents, team members conducted interviews with university faculty and administrators, current candidates and completers, as well as university supervisors. State reviewers visited schools where they were able to speak with additional candidates, supervisors, and those who completed the program. It is worth

noting that the program's directors in the field expressed significant satisfaction with the program as they felt they had developed the knowledge, skills, and dispositions necessary to meet the high expectations of their jobs.

Based on the evidence, we found that NNU adequately met the criteria for approval for each of the three standards we addressed: Standard 1--Visionary and Strategic Leadership; Standard 2--Instructional Leadership; Standard 3--Management and Organizational Leadership.

II. RESULTS OF PROGRAM REVIEW FOR DIRECTOR OF SPECIAL EDUCATION

Based On the State of Idaho Professional Standards

PROGRAM: DIRECTOR OF SPECIAL EDUCATION	
IDAHO STANDARD	RECOMMENDATION
Standard 1: Visionary and Strategic Leadership—A school administrator is an educational leader who promotes the success of each student and staff by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.	APPROVED
Standard 2: Instructional Leadership—The school administrator is an educational leader who promotes the success of each student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional.	APPROVED
Standard 3: Management and Organizational Leadership—A school administrator is an educational leader who promotes a safe, efficient, and effective learning environment, and manages the organization, operations, and resources for the success of each student.	APPROVED

**III. STANDARDS AND RELATED RUBRICS
FOR
NNU DIRECTORS OF SPECIAL EDUCATION**

Standard 1: Visionary and Strategic Leadership—A school administrator is an educational leader who promotes the success of each student and staff by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.

Element	Unacceptable	Acceptable	Target
1.1 Understanding of Visionary and Strategic Leadership		X	
1.2 Application of Visionary and Strategic Leadership		X	

1.1 The NNU catalog, course syllabi that link to Idaho Standards, and internship handbook provide evidence that special education director candidates demonstrate an acceptable understanding of visionary and strategic leadership.

1.2 Adjunct faculty, faculty, supervisors, completers and candidates were interviewed by the team. In addition, candidate written IEPs, transition plan to an outside agency, and an application assignment provide evidence that the program has adequately met the standard for special education director candidates in implementing both visionary and strategic planning to promote the success of all special education students.

Standard 2: Instructional Leadership—The school administrator is an educational leader who promotes the success of each student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

Element	Unacceptable	Acceptable	Target
2.1 Understanding of Instructional Leadership		X	
2.2 Application of Instructional Leadership		X	

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2.1 The course syllabi linking to Idaho State Standards, NNU catalog, internship handbook, and instructor feedback provide evidence that special education director candidates have an acceptable understanding of the instructional and behavioral strategies to meet the needs of special populations.

2.2 Adjunct faculty, faculty, supervisors, completers and candidates were interviewed by the team. Additionally, a Behavior Intervention Plan, an Assessment of Reading, collaboration project, case studies, and an Assistive Technology Assessment are evidence that the program has adequately met the Idaho State Standard for using resources and learning activities to support instructional and curriculum goals that reflect effective teaching practice, and accurately reflect language arts content.

Standard 3: Management and Organizational Leadership—A school administrator is an educational leader who promotes a safe, efficient, and effective learning environment, and manages the organization, operations, and resources for the success of each student.

Element	Unacceptable	Acceptable	Target
3.1 Understanding of Management and Organizational Leadership		X	
3.2 Application of Management and Organizational Leadership		X	

3.1 NNU course requirements, course syllabi that link to Idaho State Standards, course catalog, and instructor feedback provide acceptable evidence that special education director candidates have an adequate understanding of state and federal laws/requirements, instruction, school activities, and environments to meet individual student needs and promote a safe, efficient, and effective learning environment.

3.2 Adjunct faculty, faculty, supervisors, completers and candidates were interviewed by the team. In addition to, and along with the IEP, internship daily logs, and notebooks, the program provides acceptable evidence that candidates can advocate and access resources to meet individual student needs and promote a safe, efficient, and effective learning environment.

Areas of Improvement: None

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Recommended Action on Director of Special Education and Related Services Program:

☒ Approved
☐ Approved Conditionally
☐ Not Approved

IV. INTERVIEWS AND PARTICIPANTS

Interviewee	Team Interviewers	Location	Candidate Completer	Faculty	Adjunct Faculty	Admin	Coop Teacher	Alumni
Jenny Nix	Stephanie Olson, John Rhodenbaugh	NNU	X					
Jennifer Besel	Stephanie Olson, John Rhodenbaugh	NNU	X					
Misty Knuchell	Stephanie Olson, John Rhodenbaugh	NNU	X					
Mike Breach	Stephanie Olson, John Rhodenbaugh	Offsite Nampa & Vallivue District Offices	X				X	
Mert Burns	Stephanie Olson, John Rhodenbaugh	Offsite Nampa & Vallivue District Offices		X			X	
MaryAnn VandeBrake	Stephanie Olson, John Rhodenbaugh	Offsite Nampa & Vallivue District Offices	X					
Karen Smucker	Stephanie Olson, John Rhodenbaugh	NNU		X				
Wendy Fitch	Stephanie Olson, John Rhodenbaugh	NNU	X		X			X
Jan Cantrell	Stephanie Olson, John Rhodenbaugh	NNU		X		X		

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STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Wallace School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Wallace School District submitted one school bus route that met the required criteria. This represents 14.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 117%.

IMPACT

\$27,056 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

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Attachment 2 – Funding Cap Appeal Application

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BOARD ACTION

A motion to approve the request by Wallace School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 117%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile	Cost Per Rider
	\$3.35	\$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0			\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION
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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	AVERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only):

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103% Funding Cap Appeal Application

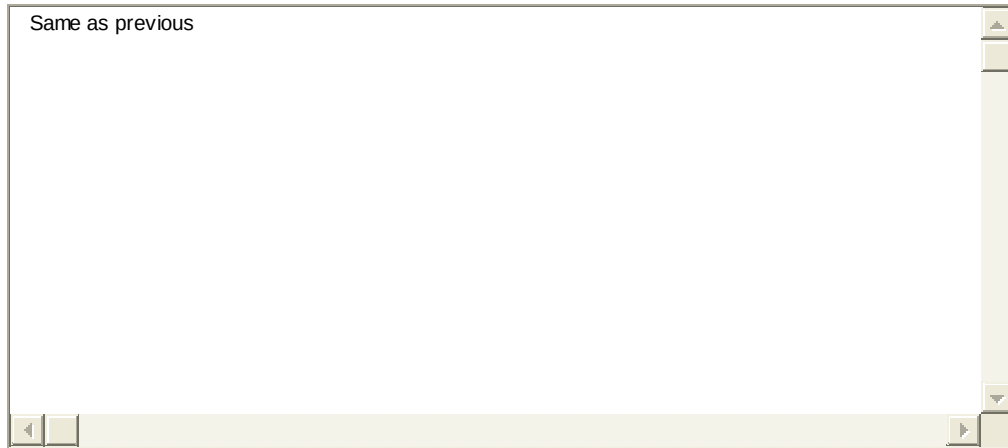
District Name: WALLACE DISTRICT (393)
Fiscal Year (for request): FY 2008/09 

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 14.3% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.



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STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Garden Valley School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Garden Valley School District submitted two school bus routes that met the required criteria. This represents 40.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

IMPACT

\$19,149 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

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Attachment 2 – Funding Cap Appeal Application

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BOARD ACTION

A motion to approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 143%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile \$3.35	Cost Per Rider \$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0			\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINIDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

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392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	AVERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only)

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364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103% Funding Cap Appeal Application

District Name: GARDEN VALLEY DISTRICT (071)
Fiscal Year (for request):

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☒ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 40% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

**Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.**

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Garden Valley School District 71 is nestled in the mountains 55 miles north of Boise. The North, South and

Route 1 (Banks Route - 27 miles) runs to Banks each morning and afternoon. If allow able due to no stud

Route 2 (South Fork - 22 miles) approx. 12 miles of this route is dirt road. This route crosses the South

Route 3 (Low man – 78.5 miles) runs on the east side of the South Fork of the Payette to 12 miles above

Route 4 (Terrace Lakes - 14 miles) runs to Terrace Lakes and Castle Mt. this route also includes approx

Route 5 (Middle Fork - 20 miles) runs up the Middle Fork of the Payette River.

The Terrace Lakes and Middle Fork routes used to be one run but due to an increase in student populati

The District and the Contractor have examined routes and can find no area for consolidation that would :

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SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Kellogg School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Kellogg School District submitted one school bus route that met the required criteria. This represents 6.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 109%.

IMPACT

\$27,973 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

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Attachment 3 – Funding Cap Appeal Application

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BOARD ACTION

A motion to approve the request by Kellogg School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 109%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile \$3.35	Cost Per Rider \$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0			\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINIDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION

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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	AVERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only)

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103% Funding Cap Appeal Application

District Name: KELLOGG JOINT DISTRICT (391)
Fiscal Year (for request):

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 6% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

**Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.**

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The District is requesting a funding rate of 6% more than the percentage rate necessary to eliminate its f	
The North Doyle route averages 15 students per 22 miles which equals .68 students per mile. This route	
The District has 17 routes on FY09 claim; so 1 out of 17 routes is 6%.	

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SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Orofino School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Orofino School District submitted two school bus routes that met the required criteria. This represents 11.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 114%.

IMPACT

Less than \$1 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

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Attachment 3 – Funding Cap Appeal Application

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BOARD ACTION

A motion to approve the request by Orofino School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 103%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile \$3.35	Cost Per Rider \$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0			\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINIDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	VERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only)

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103 % Funding Cap Appeal Application

District Name: OROFINO JOINT DISTRICT (171)
Fiscal Year (for request): FY 2008/09

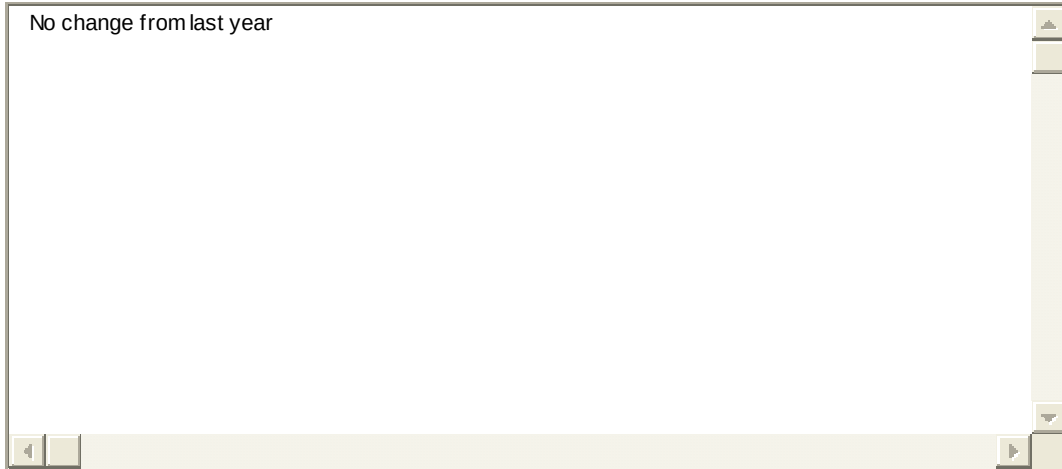
The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 110% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

**Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.**

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SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for St. Maries School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. St. Maries School District submitted two school bus routes that met the required criteria. This represents 14.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 117%.

IMPACT

\$3,595 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

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Attachment 3 – Funding Cap Appeal Application

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STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to approve the request by St. Maries School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 104%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile \$3.35	Cost Per Rider \$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0	\$089,402		\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINIDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	AVERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only)

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103 % Funding Cap Appeal Application

District Name: ST MARIES JOINT DISTRICT (041)
Fiscal Year (for request): FY 2008/09

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☐ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☒ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 1.0% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

**Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.**

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Two bus routes that qualify for hardship bus runs. The unpaved portions of both routes are poorly maintained.

Bus Route 'G' : 17.4 mi from Heyburn School to end of route.
8.4 mi on pavement.
9.0 mi on unpaved road.
2.8 mi of pavement is at 5% slope or greater.
2.9 mi of unpaved road is at 5% slope or greater.

Bus Route 'B' : 28.4 mi from Heyburn School to end of route.
9.8 mi on pavement.
18.0 mi on unpaved road.
2.6 mi of pavement is at 5% slope or greater.
2.3 mi of unpaved road is at 5% slope or greater.

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STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Moscow School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Moscow School District submitted two school bus routes that met the required criteria. This represents 13.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 116%.

IMPACT

\$46,429 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

Page 3

Attachment 3 – Funding Cap Appeal Application

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STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to approve the request by Moscow School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 116%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION
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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile \$3.35	Cost Per Rider \$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

STATE DEPARTMENT OF EDUCATION

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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0			\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINIDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

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392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	AVERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only)

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0		\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0		\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0		\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0		\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103% Funding Cap Appeal Application

District Name: MOSCOW DISTRICT (281)

Fiscal Year (for request):

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☒ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☐ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 13.2% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

**Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.**

Moscow School District's route 101 meets the requirements for the funding cap appeal as checked above

Moscow School District would like to request an additional funding cap appeal for route 102 which serves

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STATE DEPARTMENT OF EDUCATION

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SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for Horseshoe Bend School District

REFERENCE

June 18, 2010

M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 legislative session, 33-1006, Idaho Code, was amended. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 3, 2010, there were nineteen school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian (\$369,775) Meadows Valley (\$13,027), St Maries (\$3,595), Garden Valley (\$19,149), Basin (\$1,596), Horseshoe Bend (\$11,639), Soda Springs (\$13,966), Orofino (<\$1), Wendell (\$46,286), Valley (\$6,257), Moscow (\$46,429), Troy (\$9,283), Kellogg (\$27,973), Wallace (\$27,056), McCall-Donnelly (\$99,583), Falcon Ridge Charter (\$4,116), Vision Charter (\$1,687), Blackfoot Community Charter (\$4,565), and Anser Charter (\$174).

Of these 19, only seven have routes that meet the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include St Maries, Garden Valley, Horseshoe Bend, Orofino, Moscow, Kellogg, and

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Wallace school districts. Of these seven districts all have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education. This waiver was reviewed and met at least two of the criteria for at least one hardship bus run applied for and is submitted to the State Board of Education for consideration. Horseshoe Bend School District submitted one school bus route that met the required criteria. This represents 33.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 136%.

IMPACT

\$11,639 distributed from the public school appropriation.

ATTACHMENTS

Attachment 1 – SDE 103% Funding Cap Model

Page 3

Attachment 3 – Funding Cap Appeal Application

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STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

A motion to approve the request by Horseshoe Bend School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009 of 121%.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider		
Fiscal Year 2009 Data - Approved Costs Reimbursed in Fiscal Year 2010 (Sixth Capped Year)		
Set percentage cap to apply to statewide average	103%	Riders per Mile
Revised: 05/03/2010 Preliminary		
Statewide Averages before cap	Cost Per Mile	Cost Per Rider
	\$3.35	\$809
Statewide Averages after cap	\$3.45	\$833
Total Savings From Cap	\$706,156	Capped Reimb.
Savings Following Appeals & State Board Action	\$706,156	\$74,938,145

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
001	BOISE INDEPENDENT DISTRICT	\$0	0.0%	\$7,201,538	2,127,034	6,282	\$3.39	\$1,146	101%	142%	FALSE	\$4,270,290	\$4,270,290	\$1,878,827	-\$62,291			\$6,086,826
002	MERIDIAN JOINT DISTRICT	\$369,775	5.5%	\$11,874,649	3,225,444	13,484	\$3.68	\$881	110%	109%	TRUE	\$6,388,097	\$6,757,872	\$3,370,267	\$0			\$9,758,364
003	KUNA JOINT DISTRICT	\$0	0.0%	\$1,377,126	403,543	1,830	\$3.41	\$753	102%	93%	FALSE	\$811,376	\$811,376	\$372,222	\$0			\$1,183,598
011	MEADOWS VALLEY DISTRICT	\$13,027	24.7%	\$89,038	19,378	57	\$4.59	\$1,562	137%	193%	TRUE	\$39,699	\$52,726	\$23,198	\$0			\$62,897
013	COUNCIL DISTRICT	\$0	0.0%	\$79,344	29,696	56	\$2.67	\$1,417	80%	175%	FALSE	\$52,046	\$52,046	\$17,380	\$0			\$69,426
021	MARSH VALLEY JOINT DISTRICT	\$0	0.0%	\$421,025	152,518	653	\$2.76	\$645	82%	80%	FALSE	\$276,899	\$276,899	\$86,125	\$0			\$363,024
025	POCATELLO DISTRICT	\$0	0.0%	\$2,561,543	814,994	4,229	\$3.14	\$606	94%	75%	FALSE	\$1,496,815	\$1,496,815	\$692,699	\$0			\$2,189,514
033	BEAR LAKE COUNTY DISTRICT	\$0	0.0%	\$488,030	164,560	461	\$2.97	\$1,059	89%	131%	FALSE	\$308,113	\$308,113	\$118,318	\$0			\$426,431
041	ST MARIES JOINT DISTRICT	\$3,595	1.0%	\$633,740	182,539	447	\$3.47	\$1,418	104%	175%	TRUE	\$373,995	\$377,590	\$164,994	\$0			\$538,989
044	PLUMMER-WORLEY JOINT DISTRICT	\$0	0.0%	\$360,057	109,652	217	\$3.28	\$1,659	98%	205%	FALSE	\$216,602	\$216,602	\$91,033	\$0			\$307,635
052	SNAKE RIVER DISTRICT	\$0	0.0%	\$698,556	323,745	1,127	\$2.16	\$620	64%	77%	FALSE	\$414,731	\$414,731	\$181,315	\$0			\$596,046
055	BLACKFOOT DISTRICT	\$0	0.0%	\$1,566,854	437,678	2,161	\$3.58	\$725	107%	90%	FALSE	\$926,823	\$926,823	\$407,780	\$0			\$1,334,603
058	ABERDEEN DISTRICT	\$0	0.0%	\$299,681	113,065	337	\$2.65	\$889	79%	110%	FALSE	\$185,574	\$185,574	\$70,249	\$0			\$255,823
059	FIRTH DISTRICT	\$0	0.0%	\$277,671	111,715	431	\$2.49	\$644	74%	80%	FALSE	\$173,261	\$173,261	\$63,727	\$0			\$236,988
060	SHELLEY JOINT DISTRICT	\$0	0.0%	\$519,893	162,430	1,048	\$3.20	\$496	96%	61%	FALSE	\$315,746	\$315,746	\$127,873	\$0			\$443,619
061	BLAINE COUNTY DISTRICT	\$0	0.0%	\$1,230,135	369,504	1,199	\$3.33	\$1,026	99%	127%	FALSE	\$732,992	\$732,992	\$331,660	\$0			\$1,064,652
071	GARDEN VALLEY DISTRICT	\$19,149	14.1%	\$205,156	50,209	114	\$4.09	\$1,800	122%	222%	TRUE	\$116,210	\$135,359	\$59,555	\$0			\$175,765
072	BASIN SCHOOL DISTRICT	\$1,596	1.0%	\$271,224	77,644	210	\$3.49	\$1,292	104%	160%	TRUE	\$166,013	\$167,609	\$64,678	-\$1,180			\$229,511
073	HORSESHOE BEND SCHOOL DISTRICT	\$11,639	14.8%	\$119,249	26,892	122	\$4.43	\$977	132%	121%	TRUE	\$66,976	\$78,615	\$23,142	\$0			\$90,118
083	WEST BONNER COUNTY DISTRICT	\$0	0.0%	\$585,708	224,308	735	\$2.61	\$797	78%	99%	FALSE	\$362,768	\$362,768	\$144,069	\$0			\$506,837
084	LAKE PEND OREILLE DISTRICT	\$0	0.0%	\$1,547,279	566,306	1,304	\$2.73	\$1,187	81%	147%	FALSE	\$939,961	\$939,961	\$390,615	\$0			\$1,330,576
091	IDAHO FALLS DISTRICT	\$0	0.0%	\$2,444,726	592,549	3,510	\$4.13	\$697	123%	86%	FALSE	\$1,388,508	\$1,388,508	\$698,630	\$0			\$2,087,138
092	SWAN VALLEY ELEMENTARY DIST	\$0	0.0%	\$91,155	38,116	58	\$2.39	\$1,572	71%	194%	FALSE	\$67,328	\$67,328	\$27,632	\$0			\$94,960
093	BONNEVILLE JOINT DISTRICT	\$0	0.0%	\$2,295,874	636,624	4,371	\$3.61	\$525	108%	65%	FALSE	\$1,326,893	\$1,326,893	\$633,193	\$0			\$1,960,086
101	BOUNDARY COUNTY DISTRICT	\$0	0.0%	\$710,129	239,280	821	\$2.97	\$865	89%	107%	FALSE	\$441,310	\$441,310	\$183,118	\$0			\$624,428
111	BUTTE COUNTY JOINT DISTRICT	\$0	0.0%	\$290,378	105,450	200	\$2.75	\$1,452	82%	179%	FALSE	\$188,320	\$188,320	\$61,762	\$0			\$250,082
121	CAMAS COUNTY DISTRICT	\$0	0.0%	\$97,162	48,292	57	\$2.01	\$1,705	60%	211%	FALSE	\$62,466	\$62,466	\$20,370	\$0			\$82,836
131	NAMPA SCHOOL DISTRICT	\$0	0.0%	\$5,145,791	1,126,347	6,663	\$4.57	\$772	136%	95%	FALSE	\$3,047,182	\$3,047,182	\$1,340,689	\$0			\$4,387,871
132	CALDWELL DISTRICT	\$0	0.0%	\$2,599,329	423,614	3,224	\$6.14	\$806	183%	100%	FALSE	\$1,540,076	\$1,540,076	\$677,597	\$0			\$2,217,673
133	WILDER DISTRICT	\$0	0.0%	\$157,138	48,090	197	\$3.27	\$798	98%	99%	FALSE	\$93,085	\$93,085	\$40,955	\$0			\$134,040
134	MIDDLETON DISTRICT	\$0	0.0%	\$1,055,000	235,026	1,386	\$4.49	\$761	134%	94%	FALSE	\$624,961	\$624,961	\$274,968	\$0			\$899,929
135	NOTUS DISTRICT	\$0	0.0%	\$120,821	48,838	206	\$2.47	\$587	74%	73%	FALSE	\$69,406	\$69,406	\$33,735	\$0			\$103,141
136	MELBA JOINT DISTRICT	\$0	0.0%	\$302,767	103,718	300	\$2.92	\$1,009	87%	125%	FALSE	\$187,451	\$187,451	\$71,518	\$0			\$258,969
137	PARMA DISTRICT	\$0	0.0%	\$479,208	163,302	493	\$2.93	\$972	87%	120%	FALSE	\$283,873	\$283,873	\$125,126	\$0			\$408,999
139	VALLIVUE SCHOOL DISTRICT	\$0	0.0%	\$2,845,807	797,878	3,973	\$3.57	\$716	107%	89%	FALSE	\$1,685,701	\$1,685,701	\$741,669	\$0			\$2,427,370
148	GRACE JOINT DISTRICT	\$0	0.0%	\$214,787	75,652	217	\$2.84	\$990	85%	122%	FALSE	\$143,410	\$143,410	\$39,915	\$0			\$183,325
149	NORTH GEM DISTRICT	\$0	0.0%	\$100,299	37,510	85	\$2.67	\$1,180	80%	146%	FALSE	\$69,489	\$69,489	\$16,483	\$0			\$85,972
150	SODA SPRINGS JOINT DISTRICT	\$13,966	7.7%	\$239,373	63,555	229	\$3.77	\$1,045	113%	129%	TRUE	\$167,272	\$181,238	\$61,419	\$0			\$228,691
151	CASSIA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,456,616	524,555	2,156	\$2.78	\$676	83%	84%	FALSE	\$896,583	\$896,583	\$367,301	\$0			\$1,263,884
161	CLARK COUNTY DISTRICT	\$0	0.0%	\$65,313	55,410	61	\$1.18	\$1,071	35%	132%	FALSE	\$42,814	\$42,814	\$13,138	\$0			\$55,952

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Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
171	OROFINO JOINT DISTRICT	\$0	0.0%	\$533,084	154,073	563	\$3.46	\$947	103%	117%	TRUE	\$334,631	\$334,630	\$132,545	\$0			\$467,176
181	CHALLIS JOINT DISTRICT	\$0	0.0%	\$303,678	92,163	167	\$3.30	\$1,818	99%	225%	FALSE	\$188,836	\$188,836	\$71,708	\$2,013			\$262,557
182	MACKAY JOINT DISTRICT	\$0	0.0%	\$187,476	71,831	84	\$2.61	\$2,232	78%	276%	FALSE	\$116,474	\$116,474	\$43,742	\$0			\$160,216
192	GLENNS FERRY JOINT DISTRICT	\$0	0.0%	\$224,988	87,624	248	\$2.57	\$907	77%	112%	FALSE	\$150,558	\$150,558	\$40,682	\$0			\$191,240
193	MOUNTAIN HOME DISTRICT	\$0	0.0%	\$1,176,489	343,137	1,209	\$3.43	\$973	102%	120%	FALSE	\$706,734	\$706,734	\$310,946	\$0			\$1,017,680
201	PRESTON JOINT DISTRICT	\$0	0.0%	\$611,882	165,942	1,267	\$3.69	\$483	110%	60%	FALSE	\$406,565	\$406,565	\$123,028	\$0			\$529,593
202	WEST SIDE JOINT DISTRICT	\$0	0.0%	\$201,518	73,854	342	\$2.73	\$589	81%	73%	FALSE	\$130,554	\$130,554	\$41,371	\$0			\$171,925
215	FREMONT COUNTY JOINT DISTRICT	\$0	0.0%	\$798,239	282,566	1,147	\$2.82	\$696	84%	86%	FALSE	\$495,918	\$495,918	\$196,979	\$0			\$692,897
221	EMMETT INDEPENDENT DIST	\$0	0.0%	\$1,107,494	330,504	1,332	\$3.35	\$831	100%	103%	FALSE	\$645,564	\$645,564	\$304,179	-\$11,970			\$937,773
231	GOODING JOINT DISTRICT	\$0	0.0%	\$389,071	99,932	548	\$3.89	\$710	116%	88%	FALSE	\$230,728	\$230,728	\$101,515	\$0			\$332,243
232	WENDELL DISTRICT	\$46,286	19.4%	\$402,059	91,397	387	\$4.40	\$1,039	131%	128%	TRUE	\$191,789	\$238,075	\$104,748	\$0			\$296,537
233	HAGERMAN JOINT DISTRICT	\$0	0.0%	\$90,272	33,734	111	\$2.68	\$813	80%	100%	FALSE	\$53,524	\$53,524	\$23,549	\$0			\$77,073
234	BLISS JOINT DISTRICT	\$0	0.0%	\$80,546	26,920	94	\$2.99	\$857	89%	106%	FALSE	\$50,938	\$50,938	\$17,767	\$0			\$68,705
242	COTTONWOOD JOINT DISTRICT	\$0	0.0%	\$178,571	62,706	186	\$2.85	\$960	85%	119%	FALSE	\$117,721	\$117,721	\$34,882	\$0			\$152,603
243	SALMON RIVER JOINT SCHOOL DIST	\$0	0.0%	\$56,894	29,729	48	\$1.91	\$1,185	57%	146%	FALSE	\$41,508	\$41,508	\$21,940	\$0			\$63,448
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$0	0.0%	\$654,979	200,458	447	\$3.27	\$1,465	98%	181%	FALSE	\$418,890	\$418,890	\$177,529	\$0			\$596,419
251	JEFFERSON COUNTY JT DISTRICT	\$0	0.0%	\$2,015,002	689,742	3,017	\$2.92	\$668	87%	83%	FALSE	\$1,242,662	\$1,242,662	\$481,875	\$0			\$1,724,537
252	RIRIE JOINT DISTRICT	\$0	0.0%	\$239,278	55,999	317	\$4.27	\$755	127%	93%	FALSE	\$154,386	\$154,386	\$49,716	\$0			\$204,102
253	WEST JEFFERSON DISTRICT	\$0	0.0%	\$423,494	195,985	373	\$2.16	\$1,135	64%	140%	FALSE	\$256,455	\$256,455	\$105,042	\$0			\$361,497
261	JEROME JOINT DISTRICT	\$0	0.0%	\$874,335	305,632	1,341	\$2.86	\$652	85%	81%	FALSE	\$516,109	\$516,109	\$227,076	\$0			\$743,185
262	VALLEY DISTRICT	\$6,257	2.8%	\$374,524	105,433	362	\$3.55	\$1,035	106%	128%	TRUE	\$214,820	\$221,077	\$97,269	\$0			\$312,089
271	COEUR D'ALENE DISTRICT	\$0	0.0%	\$2,164,589	630,382	2,795	\$3.43	\$774	102%	96%	FALSE	\$1,229,650	\$1,229,650	\$623,501	\$0			\$1,853,151
272	LAKELAND DISTRICT	\$0	0.0%	\$1,390,741	569,122	1,569	\$2.44	\$886	73%	110%	FALSE	\$813,220	\$813,220	\$376,646	\$0			\$1,189,866
273	POST FALLS DISTRICT	\$0	0.0%	\$1,289,774	310,266	2,311	\$4.16	\$558	124%	69%	FALSE	\$744,743	\$744,743	\$356,425	\$0			\$1,101,168
274	KOOTENAI DISTRICT	\$0	0.0%	\$187,347	72,443	169	\$2.59	\$1,109	77%	137%	FALSE	\$114,575	\$114,575	\$46,170	\$0			\$160,745
281	MOSCOW DISTRICT	\$46,429	12.6%	\$593,939	132,139	622	\$4.49	\$955	134%	118%	TRUE	\$320,724	\$367,153	\$139,548	\$0			\$460,272
282	GENESEE JOINT DISTRICT	\$0	0.0%	\$168,632	58,201	89	\$2.90	\$1,895	87%	234%	FALSE	\$111,565	\$111,565	\$35,524	\$0			\$147,089
283	KENDRICK JOINT DISTRICT	\$0	0.0%	\$159,648	64,255	122	\$2.48	\$1,309	74%	162%	FALSE	\$103,451	\$103,451	\$33,338	\$0			\$136,789
285	POTLATCH DISTRICT	\$0	0.0%	\$235,304	85,512	229	\$2.75	\$1,028	82%	127%	FALSE	\$151,019	\$151,019	\$53,591	\$0			\$204,610
287	TROY SCHOOL DISTRICT	\$9,283	8.8%	\$165,375	43,709	147	\$3.78	\$1,125	113%	139%	TRUE	\$96,117	\$105,400	\$35,674	\$10,431			\$142,222
288	WHITEPINE JT SCHOOL DISTRICT	\$0	0.0%	\$172,869	83,234	136	\$2.08	\$1,271	62%	157%	FALSE	\$95,099	\$95,099	\$51,839	\$0			\$146,938
291	SALMON DISTRICT	\$0	0.0%	\$206,500	65,002	325	\$3.18	\$635	95%	78%	FALSE	\$132,148	\$132,148	\$44,527	\$0			\$176,675
292	SOUTH LEMHI DISTRICT	\$0	0.0%	\$81,953	30,669	45	\$2.67	\$1,821	80%	225%	FALSE	\$56,704	\$56,704	\$22,186	\$0			\$78,890
302	NEZPERCE JOINT DISTRICT	\$0	0.0%	\$98,047	50,067	41	\$1.96	\$2,391	59%	296%	FALSE	\$60,051	\$60,051	\$23,660	\$0			\$83,711
304	KAMIAH JOINT DISTRICT	\$0	0.0%	\$146,343	46,852	198	\$3.12	\$739	93%	91%	FALSE	\$89,483	\$89,483	\$36,791	\$0			\$126,274
305	HIGHLAND JOINT DISTRICT	\$0	0.0%	\$230,405	77,166	73	\$2.99	\$3,156	89%	390%	FALSE	\$136,836	\$136,836	\$60,205	\$0			\$197,041
312	SHOSHONE JOINT DISTRICT	\$0	0.0%	\$165,682	46,522	309	\$3.56	\$536	106%	66%	FALSE	\$114,068	\$114,068	\$36,470	\$0			\$150,538
314	DIETRICH DISTRICT	\$0	0.0%	\$87,941	29,652	67	\$2.97	\$1,313	89%	162%	FALSE	\$55,718	\$55,718	\$19,438	\$0			\$75,156
316	RICHFIELD DISTRICT	\$0	0.0%	\$63,965	40,005	96	\$1.60	\$666	48%	82%	FALSE	\$40,349	\$40,349	\$14,022	\$0			\$54,371
321	MADISON DISTRICT	\$0	0.0%	\$1,268,360	396,247	2,617	\$3.20	\$485	96%	60%	FALSE	\$730,550	\$730,550	\$358,852	\$0			\$1,089,402
322	SUGAR-SALEM JOINT DISTRICT	\$0	0.0%	\$375,794	121,062	681	\$3.10	\$552	93%	68%	FALSE	\$230,501	\$230,501	\$90,560	\$0			\$321,061
331	MINDOKA COUNTY JOINT DISTRICT	\$0	0.0%	\$1,438,282	681,946	1,948	\$2.11	\$738	63%	91%	FALSE	\$802,166	\$802,166	\$420,374	\$0			\$1,222,540
340	LEWISTON INDEPENDENT DISTRICT	\$0	0.0%	\$1,256,599	370,877	1,512	\$3.39	\$831	101%	103%	FALSE	\$725,968	\$725,968	\$353,355	\$0			\$1,079,323
341	LAPWAI DISTRICT	\$0	0.0%	\$186,656	55,298	148	\$3.38	\$1,261	101%	156%	FALSE	\$120,055	\$120,055	\$39,836	\$0			\$159,891
342	CULDESAC JOINT DISTRICT	\$0	0.0%	\$94,612	31,578	43	\$3.00	\$2,200	90%	272%	FALSE	\$60,385	\$60,385	\$21,367	\$0			\$81,752
351	ONEIDA COUNTY DISTRICT	\$0	0.0%	\$257,615	110,743	410	\$2.33	\$628	70%	78%	FALSE	\$169,676	\$169,676	\$54,645	\$0			\$224,321
363	MARSING JOINT DISTRICT	\$0	0.0%	\$350,297	117,432	429	\$2.98	\$817	89%	101%	FALSE	\$208,260	\$208,260	\$90,720	\$0			\$298,980
365	BRUNEAU-GRAND VIEW JOINT DIST	\$0	0.0%	\$224,346	122,739	218	\$1.83	\$1,029	55%	127%	FALSE	\$155,465	\$155,465	\$68,479	\$0			\$223,944
370	HOMEDALE JOINT DISTRICT	\$0	0.0%	\$418,640	102,338	637	\$4.09	\$657	122%	81%	FALSE	\$258,765	\$258,765	\$98,650	\$0			\$357,415
371	PAYETTE JOINT DISTRICT	\$0	0.0%	\$367,147	106,098	798	\$3.46	\$460	103%	57%	FALSE	\$221,556	\$221,556	\$92,690	\$0			\$314,246
372	NEW PLYMOUTH DISTRICT	\$0	0.0%	\$263,343	77,741	383	\$3.39	\$688	101%	85%	FALSE	\$159,693	\$159,693	\$66,614	\$0			\$226,307
373	FRUITLAND DISTRICT	\$0	0.0%	\$323,907	87,337	668	\$3.71	\$485	111%	60%	FALSE	\$192,830	\$192,830	\$84,216	\$0			\$277,046
381	AMERICAN FALLS JOINT DISTRICT	\$0	0.0%	\$694,876	227,870	556	\$3.05	\$1,250	91%	155%	FALSE	\$444,160	\$444,160	\$148,980	\$0			\$593,140
382	ROCKLAND DISTRICT	\$0	0.0%	\$46,001	28,011	51	\$1.64	\$902	49%	111%	FALSE	\$29,340	\$29,340	\$9,951	\$0			\$39,291
383	ARBON ELEMENTARY DISTRICT	\$0	0.0%	\$38,382	22,802	13	\$1.68	\$2,952	50%	365%	FALSE	\$20,431	\$20,431	\$12,338	\$0			\$32,769
391	KELLOGG JOINT DISTRICT	\$27,973	6.3%	\$727,938	198,089	696	\$3.67	\$1,046	110%	129%	TRUE	\$417,527	\$445,500	\$181,082	\$0			\$598,609

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
392	MULLAN DISTRICT	\$0	0.0%	\$21,098	11,236	17	\$1.88	\$1,241	56%	153%	FALSE	\$12,996	\$12,996	\$4,991	\$0			\$17,987
393	WALLACE DISTRICT	\$27,056	12.6%	\$341,277	86,101	306	\$3.96	\$1,115	118%	138%	TRUE	\$187,964	\$215,020	\$77,208	\$0			\$265,172
394	AVERY SCHOOL DISTRICT	\$0	0.0%	\$165,681	48,989	28	\$3.38	\$5,917	101%	731%	FALSE	\$98,849	\$98,849	\$43,185	\$0			\$142,034
401	TETON COUNTY DISTRICT	\$0	0.0%	\$633,039	248,934	706	\$2.54	\$897	76%	111%	FALSE	\$386,858	\$386,858	\$153,643	\$0			\$540,501
411	TWIN FALLS DISTRICT	\$0	0.0%	\$1,244,286	302,762	1,712	\$4.11	\$727	123%	90%	FALSE	\$737,588	\$737,588	\$324,521	\$0			\$1,062,109
412	BUHL JOINT DISTRICT	\$0	0.0%	\$305,194	104,079	413	\$2.93	\$739	87%	91%	FALSE	\$181,068	\$181,068	\$79,666	\$0			\$260,734
413	FILER DISTRICT	\$0	0.0%	\$499,428	205,010	475	\$2.44	\$1,051	73%	130%	FALSE	\$296,039	\$296,039	\$130,250	\$0			\$426,289
414	KIMBERLY DISTRICT	\$0	0.0%	\$291,138	82,307	438	\$3.54	\$665	106%	82%	FALSE	\$181,886	\$181,886	\$75,807	\$0			\$257,693
415	HANSEN DISTRICT	\$0	0.0%	\$85,408	55,567	160	\$1.54	\$534	46%	66%	FALSE	\$52,579	\$52,579	\$20,395	\$0			\$72,974
417	CASTLEFORD DISTRICT	\$0	0.0%	\$179,207	58,959	124	\$3.04	\$1,445	91%	179%	FALSE	\$109,454	\$109,454	\$43,388	\$0			\$152,842
418	MURTAUGH JOINT DISTRICT	\$0	0.0%	\$126,410	37,157	119	\$3.40	\$1,062	101%	131%	FALSE	\$77,791	\$77,791	\$30,009	\$0			\$107,800
421	MC CALL-DONNELLY DISTRICT	\$99,583	25.2%	\$665,993	144,201	410	\$4.62	\$1,624	138%	201%	TRUE	\$295,438	\$395,021	\$173,800	\$0			\$469,238
422	CASCADE DISTRICT	\$0	0.0%	\$70,617	31,031	80	\$2.28	\$883	68%	109%	FALSE	\$50,182	\$50,182	\$18,235	\$0			\$68,417
431	WEISER DISTRICT	\$0	0.0%	\$366,135	108,899	569	\$3.36	\$643	100%	79%	FALSE	\$223,470	\$223,470	\$88,908	\$0			\$312,378
432	CAMBRIDGE JOINT DISTRICT	\$0	0.0%	\$76,042	35,825	53	\$2.12	\$1,435	63%	177%	FALSE	\$51,495	\$51,495	\$13,394	\$0			\$64,889
433	MIDVALE DISTRICT	\$0	0.0%	\$68,937	33,955	46	\$2.03	\$1,499	61%	185%	FALSE	\$39,469	\$39,469	\$19,128	\$0			\$58,597
451	VICTORY CHARTER SCHOOL	\$0	0.0%	\$99,902	29,040	253	\$3.44	\$395	103%	49%	FALSE	\$59,210	\$59,210	\$26,051	\$0	\$87,078	\$59,941	\$58,124
455	COMPASS CHARTER SCHOOL	\$0	0.0%	\$156,245	44,485	224	\$3.51	\$698	105%	86%	FALSE	\$92,984	\$92,984	\$40,911	\$0	\$132,808	\$95,469	\$96,556
456	FALCON RIDGE CHARTER SCHOOL	\$4,116	4.6%	\$150,882	38,051	173	\$3.97	\$872	119%	108%	TRUE	\$85,321	\$89,437	\$39,350	\$0	\$124,993	\$88,230	\$87,908
458	LIBERTY CHARTER	\$0	0.0%	\$181,538	54,772	221	\$3.31	\$821	99%	101%	FALSE	\$107,160	\$107,160	\$47,148	\$0			\$154,308
459	GARDEN CITY COMMUNITY CHARTER	\$0	0.0%	\$49,202	18,558	56	\$2.65	\$879	79%	109%	FALSE	\$29,155	\$29,155	\$12,828	\$0	\$42,509	\$29,029	\$28,503
461	TAYLORS CROSSING CHARTER SCHOO	\$0	0.0%	\$166,860	33,967	214	\$4.91	\$780	147%	96%	FALSE	\$98,495	\$98,495	\$43,336	\$0	\$123,984	\$100,980	\$118,827
462	XAVIER CHARTER SCHOOL	\$0	0.0%	\$104,487	35,257	134	\$2.96	\$780	88%	96%	FALSE	\$61,913	\$61,913	\$27,240	\$0	\$72,250	\$105,000	\$121,903
463	VISION CHARTER SCHOOL	\$1,687	1.9%	\$150,449	42,888	136	\$3.51	\$1,106	105%	137%	TRUE	\$87,121	\$88,808	\$39,074	\$0	\$125,769	\$87,492	\$87,918
464	WHITE PINE CHARTER SCHOOL	\$0	0.0%	\$76,248	16,785	113	\$4.54	\$675	136%	83%	FALSE	\$45,191	\$45,191	\$19,883	\$0			\$65,074
749	UPPER CARMEN PUBLIC CHARTER	\$0	0.0%	\$21,815	4,714	47	\$4.63	\$464	138%	57%	FALSE	\$13,636	\$13,636	\$4,938	\$0			\$18,574
773	BLACKFOOT CHARTER COMMUNITY LEARNING CE	\$4,565	12.0%	\$64,611	12,688	68	\$5.09	\$950	152%	117%	TRUE	\$33,574	\$38,139	\$16,780	\$0			\$50,354
783	NORTH STAR CHARTER SCHOOL	\$0	0.0%	\$222,844	79,976	302	\$2.79	\$738	83%	91%	FALSE	\$132,506	\$132,506	\$58,300	\$0	\$189,645	\$154,020	\$155,181
786	THOMAS JEFFERSON CHARTER	\$0	0.0%	\$203,575	70,230	233	\$2.90	\$874	87%	108%	FALSE	\$121,161	\$121,161	\$53,308	\$0	\$172,753	\$121,800	\$123,516
795	IDAHO ARTS CHARTER SCHOOL	\$0	0.0%	\$236,886	69,743	322	\$3.40	\$736	101%	91%	FALSE	\$140,429	\$140,429	\$61,786	\$0	\$202,602	\$143,873	\$143,486
Totals		\$705,982	1.4%	\$87,010,325	25,995,593	107,604						\$51,130,309	\$51,836,290	\$22,806,757	-\$62,997	\$1,274,391	\$985,834	\$73,585,512

Districts not part of FY09 state totals, but subject to Funding Cap (In-Lieu Only, Virtual, Field Trip Only)

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns W & X)	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed in FY08 for FY09	Charter Advance Reimbursed in FY09 for FY10	Final Payment Amount
364	PLEASANT VALLEY ELEM DIST	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$3,024	\$3,024	\$2,092	\$0			\$5,116
416	THREE CREEK JT ELEM DISTRICT	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$4,460	\$4,460	\$3,100	\$0			\$7,560
452	IDAHO VIRTUAL ACADEMY	\$0	0.0%	\$1,460,857	0	2,316	\$0.00	\$631	0%	78%	FALSE	\$1,241,728	\$1,241,728	\$0	\$0			\$1,241,728
454	ROLLING HILLS CHARTER SCHOOL	\$0	0.0%	\$475	167	0	\$2.84	\$0	85%	0%	FALSE	\$283	\$283	\$125	\$0			\$408
457	INSPIRE VIRTUAL CHARTER	\$0	0.0%	\$283,909	0	375	\$0.00	\$757	0%	94%	FALSE	\$241,323	\$241,323	\$0	\$0			\$241,323
465	NORTH VALLEY ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$51,330	\$51,330
466	ISUCCEED VIRTUAL HIGH SCHOOL	\$0	0.0%	\$343,876	0	436	\$0.00	\$789	0%	98%	FALSE	\$292,295	\$292,295	\$0	\$0	\$315,010	\$326,719	\$304,004
467	WINGS CHARTER MIDDLE SCHOOL	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0	\$0		\$24,623	\$24,623
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$37,932	\$37,932
471	NAMPA CLASSICAL ACADEMY	\$0	0.0%	\$0	0	0	\$0.00	\$0	0%	0%	FALSE	\$0	\$0	\$0			\$142,527	\$142,527
492	ANSER CHARTER SCHOOL	\$174	10.4%	\$2,828	732	0	\$3.86	\$0	115%	0%	TRUE	\$1,501	\$1,675	\$737	\$0			\$2,238
Totals		\$174	0.0%	\$2,091,945	899	3,127						\$1,784,614	\$1,784,788	\$6,054	\$0	\$315,010	\$583,131	\$2,058,789

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103% Funding Cap Appeal Application

District Name: HORSESHOE BEND SCHOOL DISTRICT (073)
Fiscal Year (for request): ▼

The school district identified above is subject to a student transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall display uniquely difficult geographic circumstances and meet at least two of the remaining three criteria:

- ☐ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see Funding Cap Model).
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater
- ☒ Less than a majority of the miles on the hardship bus runs(s) are by paved surface, concrete or asphalt, road

The district is requesting a funding rate increase of 33% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Provide detailed justification and rationale for this request and appeal.
Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation.

STATE DEPARTMENT OF EDUCATION
JUNE 17, 2010

The district is requesting a funding rate of 33% more than the percentage rate necessary to eliminate its

The Porter Creek route is 17.2 miles of which 6.9 miles of the route is gravel/dirt which equals over 40%

This is the same route that was evaluated and approved by the State Department for the 06/07 funding c

Our district has 3 routes on FY 09 claim; so 1 of 3 routes is 33%.

Print Friendly 

STATE DEPARTMENT OF EDUCATION

JUNE 17, 2010

SUBJECT

Requests for Approval to Transport Students Less than One and One-Half Miles for the 2009-2010 School Year

REFERENCE

June 18, 2009

M/S (Luna/Terrell): To approve the requests by one hundred school districts and twelve charter schools for Approval to Transport Students Less than One and One-half Miles. Motion carried unanimously.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1006, 33-1501, 33-1502, Idaho Code

BACKGROUND/DISCUSSION

Idaho Code 33-1006 states that "The state board of education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, 'bus testing,' 49 C.F.R. part 665, and any revision thereto, as provided in subsection (4)(d) of this section, or other state department of education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.... The transportation support program of a school district shall be based upon the allowable costs of: ...Transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the state board of education."

Standards for Idaho School Buses and Operations states: "All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state. Consideration for reimbursement will be contingent on the application for "Request for safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All

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requests are to be submitted on the Safety Busing form found on the Pupil Transportation Web-site.”

All requests were submitted on the Safety Busing form found on the State Department of Education’s Pupil Transportation Web-site. Reminders were posted on the web and in newsletter prior to March 31. Requests from various school districts to transport students less than one and one-half miles as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education and are submitted to the State Board of Education for consideration.

ATTACHMENTS

Attachment 1 – List of safety busing requests recommended for approval Page 3

BOARD ACTION

A motion to approve the requests by the one hundred school districts and twelve charter schools for Approval to Transport Students Less than One and One-half Miles as listed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Request to Transport Students Less than One and One-half Miles with Recommendation for Approval

The following is a list of previously approved and new safety busing requests from various school districts to transport students less than one and one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education Staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1

This request involves 1,912 students attending grades K through 9.

Meridian Jt. School District No. 2

This request involves 3,632 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 289 students attending grades K through 6.

Marsh Valley Jt. School District No. 21

This request involves 110 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,523 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 107 students attending grades K through 5.

St. Maries Jt. School District No. 41

This request involves 85 students attending grades K through 8.

Plummer/Worley Jt. School District No. 44

This request involves 85 students attending grades K through 12.

Snake River School District No. 52

This request involves 175 students attending grades K through 12.

Blackfoot School District No. 55

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This request involves 522 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 163 students attending grades K through 12.

Firth School District No. 59

This request involves 142 students attending grades K through 12.

Shelley Jt. School District No. 60

This request involves 155 students attending grades K through 8.

Blaine Co. School District No. 61

This request involves 598 students attending grades K through 12.

Garden Valley School District No. 71

This request involves 12 students attending grades K through 12.

Basin School District No. 72

This request involves 24 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 69 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 83 students attending grades K through 12.

Lake Pend Oreille School District No. 84

This request involves 172 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,467 students attending grades K through 12.

Swan Valley School District No. 92

This request involves 8 students attending grades K through 8.

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Bonneville Jt. School District No. 93

This request involves 2,977 students attending grades K through 12.

Boundary County School District No. 101

This request involves 104 students attending grades K through 12.

Butte County Jt. School District No. 111

This request involves 68 students attending grades K through 12.

Camas County School District No. 121

This request involves 3 students attending grades 5 through 10.

Nampa School District No. 131

This request involves 2,818 students attending grades K through 12.

Caldwell School District No. 132

This request involves 943 students attending grades K through 12.

Wilder School District No. 133

This request involves 135 students attending grades K through 12.

Middleton School District No. 134

This request involves 402 students attending grades K through 12.

Notus School District No. 135

This request involves 121 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 43 students attending grades K through 12.

Parma School District No. 137

This request involves 51 students attending grades K through 5.

Vallivue School District No. 139

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This request involves 1,029 students attending grades K through 12.

Grace Jt. School District No. 148

This request involves 24 students attending grades K through 12.

North Gem School District No. 149

This request involves 23 students attending grades K through 12.

Soda Springs Jt. School District No. 150

This request involves 206 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 528 students attending grades K through 12.

Clark Co. School District No. 161

This request involves 55 students attending grades K through 12.

Orofino Jt. School District No. 171

This request involves 40 students attending grades K through 8.

Challis Jt. School District No. 181

This request involves 29 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 35 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192

This request involves 204 students attending grades K through 12.

Mountain Home School District No. 193

This request involves 389 students attending grades K through 12.

Preston Jt. School District No. 201

This request involves 254 students attending grades K through 8.

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West Side Jt. School District No. 202

This request involves 78 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 218 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 378 students attending grades K through 9.

Gooding Jt. School District No. 231

This request involves 273 students attending grades K through 12.

Wendell School District No. 232

This request involves 72 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 90 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 46 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 48 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 12 students attending grades K through 9.

Mountain View School District No. 244

This request involves 115 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 657 students attending grades K through 12.

Ririe School District No. 252

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This request involves 104 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 60 students attending grades K through 12.

Jerome Jt. School District No. 261

This request involves 142 students attending grades K through 8.

Coeur d'Alene School District No. 271

This request involves 655 students attending grades K through 8.

Lakeland School District No. 272

This request involves 219 students attending grades K through 12.

Post Falls School District No. 273

This request involves 1073 students attending grades K through 12.

Kootenai School District No. 274

This request involves 10 students attending grades K through 12.

Moscow School District No. 281

This request involves 244 students attending grades K through 12.

Genesee School District No. 282

This request involves 44 students attending grades K through 11.

Kendrick School District No. 283

This request involves 3 students attending grades K through 12.

Potlatch School District No. 285

This request involves 82 students attending grades K through 12.

Salmon School District No. 291

This request involves 130 students attending grades K through 12.

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Kamiah Jt. School District No. 304

This request involves 117 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 123 students attending grades K through 12.

Dietrich School District No. 314

This request involves 12 students attending K through 11.

Richfield School District No. 316

This request involves 28 students attending K through 12.

Madison School District No. 321

This request involves 1,080 students attending grades K through 7.

Sugar-Salem Jt. School District No. 322

This request involves 153 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 770 students attending grades K through 8.

Lapwai School District No. 341

This request involves 75 students attending grades K through 12.

Culdesac School District No. 342

This request involves 6 students attending grades K through 12.

Oneida Co. School District No. 351

This request involves 113 students attending grades K through 12.

Marsing Jt. School District No. 363

This request involves 108 students attending grades K through 7.

Homedale Jt. School District No. 370

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This request involves 315 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 628 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 74 students attending grades K through 10.

Fruitland School District No. 373

This request involves 150 students attending grades K through 12.

American Falls Jt. School District No. 381

This request involves 89 students attending grades K through 8.

Rockland School District No. 382

This request involves 23 students attending grades K through 12.

Arbon Elementary School District No. 383

This request involves 1 students attending grades 1 through 12.

Kellogg Jt. School District No. 391

This request involves 92 students attending grades K through 8.

Wallace School District No. 393

This request involves 11 students attending grades K through 12.

Avery School District No. 394

This request involves 1 student attending grades K through 8.

Teton Jt. School District No. 401

This request involves 141 students attending grades K through 5.

Twin Falls School District No. 411

This request involves 1118 students attending grades K through 12.

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Buhl Jt. School District No. 412

This request involves 214 students attending grades K through 12.

Filer School District No. 413

This request involves 219 students attending grades K through 12.

Kimberly School District No. 414

This request involves 172 students attending grades K through 12.

Hansen School District No. 415

This request involves 82 students attending grades K through 11.

Castleford Jt. School District No. 417

This request involves 12 students attending grades K through 12.

McCall-Donnelly Jt. School District No. 421

This request involves 205 students attending grades K through 12.

Cascade School District No. 422

This request involves 12 students attending grades K through 12.

Weiser School District No. 431

This request involves 345 students attending grades K through 12.

Cambridge Jt. School District No. 432

This request involves 2 students attending grades 5 through 10

Midvale School District No. 433

This request involves 15 students attending grades K through 12.

Victory Charter No. 451

This request involves 14 students attending grades K through 12.

Compass Public Charter No. 455

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This request involves 24 students attending grades K through 8.

Falcon Ridge Charter No. 456

This request involves 26 students attending grades K through 8.

Liberty Charter No. 458

This request involves 19 students attending grades K through 12.

Garden Community Charter No. 459

This request involves 21 students attending grades K through 8.

Xavier Charter No. 462

This request involves 50 students attending grades K through 12.

Vision Charter No. 463

This request involves 19 students attending grades K through 9.

White Pine Charter School No. 464

This request involves 86 students attending grades K through 8.

North Valley Academy No. 465

This request involves 43 students attending grades K through 12.

Wings Charter Middle No. 467

This request involves 15 students attending grades K through 8.

Idaho Science and Tech Charter School No. 468

This request involves 6 students attending grades 6 through 8.

Nampa Classical Academy No. 471

This request involves 41 students attending grades K through 9.

Blackfoot Com. Charter No. 773

This request involves 5 students attending grades 1 through 2.

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Thomas Jefferson Charter No.787

This request involves 14 students attending grades K through 11.

Idaho Arts Charter No. 788

This request involves 44 students attending grades K through 12.

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