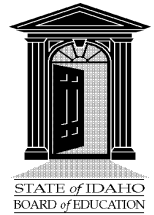


**STATE BOARD OF EDUCATION MEETING**  
**February 16-17, 2011**  
**Boise State University**  
**Simplot Ballroom**  
**Student Union Building**  
**Boise, Idaho**



**Wednesday February 16, 2011, 9:00 a.m., Boise State University, Farnsworth Room, Student Union Building, Boise, Idaho**

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. House Bill 118 Public education training for new school trustees

**EXECUTIVE SESSION (Closed to the Public)**

Lewis-Clark State College

TAB 1 A motion to meet in executive session pursuant to Idaho Code Sections 67-2345(1)(a) for the purposes of hiring a public officer, employee, staff member or individual agent;

Office of the State Board of Education

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

University of Idaho

TAB 3. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(d) for the purpose of acquiring an interest in real property which is not owned by a public agency.

University of Idaho

TAB 4. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(f) To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation;

Boise State University

TAB 5. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

Boise State University

TAB 6. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, and pursuant to Idaho Code 67-2345(a)(d) to

consider documents that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.

**Thursday February 17, 2010, 8:30 a.m., Boise State University, Simplot Ballroom, Student Union Building, Boise, Idaho**

## **BOARDWORK**

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

## **COLLEGE ACCESS CHALLENGE GRANT AWARDS**

## **OPEN FORUM**

## **CONSENT AGENDA**

### **BAHR – SECTION I – HR**

1. Boise State University – New Positions and Changes to Positions
2. Idaho State University - New Positions and Changes to Positions
3. University of Idaho - New Positions
4. Lewis-Clark State College – New Positions

### **BAHR – SECTION II – FINANCE**

5. Boise State University – Geothermal Service Agreement Phase II with the City of Boise

### **IRSA**

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

### **PPGAC**

7. Alcohol Permits Issued by University Presidents

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. Boise State University Annual Report
2. Presidents' Council Report
3. Idaho Division of Vocational Rehabilitation Annual Report
4. Idaho Commission for Libraries

5. Idaho Professional Technical Education – Dennis Technical Education Center, Heavy Duty Diesel & Automotive Program Presentation
6. Idaho Public Charter Commission – Annual Report
7. Science, Technology, Engineering, & Math Initiatives Report
8. Center for Advanced Energy Studies – By-laws
9. Board Governing Policy and Procedures – First Reading, I.J. Facilities Use
10. Boise State University – Naming Former East Jr. High Site Dona Larsen Park
11. Idaho State University – Faculty Governance Review Update

### **INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

1. University of Idaho – Approval of Full Proposal: Doctorate, Athletic Training
2. P20 to Workforce Statewide Longitudinal Data System (SLDS) Needs Assessment
3. Idaho WWAMI Admissions Oversight Committee Appointments

### **AUDIT**

1. Idaho State University – Single Audit Report

### **BUSINESS AFFAIRS & HUMAN RESOURCES**

#### **Section I – Human Resources**

1. Boise State University – Employment Agreement - Head Women’s Basketball Coach
2. Idaho State University - Employment Agreement - Head Football Coach
3. Office of the Idaho State Board of Education – Highly Compensated Plan

#### **Section II – Finance**

1. Intercollegiate Athletics – Financial Reports
2. Intercollegiate Athletics – Employee Compensation Reports
3. Intercollegiate Athletics – Gender Equity and Athletics Limits Reports
4. Amendment to Board Policy – Section III.T. Intercollegiate Athletics – 1<sup>st</sup> Reading
5. Amendment to Board Policy – Section V.D. Fiscal Officer, Banking, and Investments, 2nd Reading
6. Amendment to Board Policy – Section V.R.3.a.v. Self-Support Certificate and Program Fees, 2nd Reading

7. Amendment to Board Policy – Section V.R.3. Definitions and Types of Tuition and Fees, and Section V.Q.1. Revenue Deposited into Account, 2nd Reading
8. Boise State University – Micron Engineering Center – Infrastructure Improvements
9. Boise State University – iStrategy Software Licensing and Maintenance Fees
10. Boise State University – Design Approval for Stadium Expansion, Phase I
11. Idaho State University – Holt Arena Turf Replacement – Jim Fletcher, 10 min
12. Idaho State University – Upgrade Qwest TDM and ATM Services
13. University of Idaho – Starbucks at UI Bookstore

## **DEPARTMENT OF EDUCATION**

1. Superintendent's Update
2. Idaho Indian Education Program Update
3. Idaho Special Education Manual
4. Weiser School district No. 431 – Tuition Waiver
5. Brigham Young University, Idaho – Agriculture Education focused Review Team Report
6. Appointments to the Idaho State Curricular Materials Selection Committee
7. Idaho Professional Standards Commission 2009-2010 Annual Report

## **LATE ITEMS**

1. BAHHR-HR - Boise State University – Contract Payment Adjustment – Chris Peterson
2. BAHHR-Finance - Spending Reduction Plan for FY 2012

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



1. Agenda Approval

Changes or additions to the agenda

2. Minutes Approval

**BOARD ACTION**

**A motion to approve the minutes from the December 8-9, 2010 Regular Board meeting, the January 6, 2011 Special Board meeting, the January 21, 2011 Special Board meeting, the January 28, 2011 Special Board meeting, and the February 2, 2011 as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to set February 15-16, 2012 as the date and Boise State University as the location for the February 2012 regularly scheduled Board meeting and to amend the location of June 22-23, 2011 meeting from the College of Western Idaho to the College of Southern Idaho.**



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  
 North Idaho College  
 1000 West Garden Avenue  
 Student Union Building  
 Lake Coeur d'Alene Room, 2<sup>nd</sup> Floor  
 Coeur d'Alene, ID**

A regularly scheduled meeting of the State Board of Education was held December 8-9, 2010 at North Idaho College in Coeur d'Alene, Idaho.

**Present:**

Richard Westerberg, President  
 Don Soltman, Secretary  
 Emma Atchley  
 Rod Lewis

Ken Edmunds, Vice President  
 Paul Agidius  
 Milford Terrell  
 Tom Luna, State Superintendent

**Wednesday, December 8, 2010**

The Board met for Executive Session at 5:30 p.m. at the Holiday Inn Express, 2300 Seltice Way in Coeur d'Alene.

**M/S (Agidius/Atchley):** As Trustees for Lewis-Clark State College, the Board moved to enter into Executive Session at 5:30 p.m., pursuant to Idaho Code Section 67-2345(1) (f) in order to communicate with legal counsel for the public agency to discuss legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. A roll call vote was taken. Motion to go into Executive Session carried 6-0. Initially Tom Luna and Ken Edmunds were absent; all others were present. (Mr. Edmunds joined the meeting at 5:34 and Mr. Luna joined the meeting at 5:38).

**M/S (Soltman/Edmunds):** To go out of Executive Session at 6:00 p.m. and adjourn for the evening. Motion carried unanimously.

While in Executive Session, the Board communicated with the legal counsel for Lewis-Clark State College and discussed matters of possible litigation.

**Thursday, December 9, 2010**

The Board convened at 8:30 a.m. at North Idaho College in the Lake Coeur d'Alene Room of the Student Union Building for regular business. Board President Richard Westerberg called the meeting to order and introduced the agenda. He noted that Senator Jim Hammond was in the audience. He pointed out that Executive Director Rush was unable to attend the meeting; Matt Freeman from the Board office sat in for him.

In addition, by unanimous consent, the order of the agenda was changed to allow President Bell's North Idaho College presentation to be moved to the end of the PPGAC agenda in order to accommodate a prior commitment.

Mr. Westerberg took a few minutes to commend the institutions and agencies for accomplishments and noteworthy achievements that have occurred recently.

**BOARDWORK**1. Agenda Review

**M/S (Terrell/Soltman): To amend the agenda to add an agenda item regarding athletic program financing. The item was not included in the original posted agenda because it had not been determined at that time the need for review of the institutions' athletic program financing prior to the next scheduled Board meeting, for purposes of institution planning. Motion carried unanimously.**

**M/S (Soltman/Agidius): To approve the agenda as amended. Motion carried unanimously.**

2. Minutes Review

**M/S (Edmunds/Atchley): To approve the minutes from the September 28, 2010 Special Board meeting, the October 13-14, 2010 Regular Board meeting, and the November 17, 2010 special Board meeting as submitted. Motion carried unanimously.**

3. Rolling Calendar

**M/S (Edmunds/Terrell): To set December 7-8, 2011 as the date, and the College of Western Idaho as the location for the December 2011 regularly scheduled Board meeting. Motion carried unanimously.**

**OPEN FORUM**

There were no Open Forum requests.

**CONSENT AGENDA**

**M/S (Soltman/Agidius): To approve the consent agenda items as posted. Motion carried unanimously.**

1. Boise State University – New Positions and Changes to Positions

**By unanimous consent, the Board agreed to approve the request by Boise State University for nine (9) new positions (9.0 FTE) and to increase in term of five (5) positions (5.0 FTE) supported by appropriated, grant, and local funds.**

2. Idaho State University – New Positions

**By unanimous consent, the Board agreed to approve the request by Idaho State University for two (2) new positions (2.0 FTE) supported by grant and local funds.**

3. University of Idaho – New Positions

**By unanimous consent, the Board agreed to approve the request by the University of Idaho to create four (4) new positions (4.0 FTE) supported by appropriated and non-appropriated funds.**

4. Alcohol Permits Issued by University Presidents

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

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**1. North Idaho College – Annual Report

This item was postponed until the end of the Planning, Policy, and Governmental Affairs agenda in order to accommodate a prior commitment of Dr. Bell's.

2. Presidents' Council Report

President Burton Waite of Eastern Idaho Technical College presented the report on behalf of the institutions. Mr. Waite referred the Board to the summary report that was provided to them in the agenda materials. In addition, Mr. Waite reported that a video conference meeting was held recently. It was successful and also efficient in terms of costs and travel time so they plan to use that means of meeting again.

3. ACT Annual Report

Board member Soltman presented this item. Stacey Ellmore was introduced to make the report. She is Idaho's ACT representative. Ms. Ellmore provided background information to the Board and noted that Idaho was one of the first states to adopt the ACT back in 1959. A packet of information, including hard copies of the slide presentation, was provided to the Board in their agenda materials.

Ms. Ellmore reported on the test results for Idaho's class of 2010. She explained that as students meet the college readiness benchmarks, the remediation rate for students goes down. She noted that ACT supports Idaho's college and career readiness initiatives. In terms of results, Ms. Ellmore indicated that those states that have required the ACT have seen an increase in the numbers of students going onto college.

Board member Lewis noted that the Board instituted a policy requiring all of Idaho's students to take either ACT or COMPASS in 2013. He emphasized the importance of making sure

legislators and others responsible for setting state budgets recognize the importance of directing funds towards these types of efforts in the future.

State Superintendent Luna pointed out the need to understand that there will always be students who see little relevance in taking the test, or being successful in test-taking. He noted the importance of helping students to change that viewpoint.

Mr. Edmunds suggested that the ACT might be used as the common college readiness assessment tool for the state. Mr. Lewis clarified for the Board, with respect to existing policy and rule, that in 2013 students will have the option to take the ACT, SAT, or COMPASS to meet graduation requirement.

#### 4. State Board of Education Strategic Plan

**M/S (Soltman/Terrell): To approve the 2012-2016 Idaho State Board of Education Strategic Plan as submitted and to authorize the Executive Director to finalized benchmarks as necessary. Motion carried unanimously.**

Board member Soltman introduced this item. He noted that the strategic plan has been worked on over the past year and thoroughly fine tuned to include input from various groups. Board staff will continue to work with institutions and agencies to finalize the benchmarks. A copy of the current plan is provided in the Board agenda. Board member Westerberg thanked Board staff for their work and for the planning calendar.

#### 5. Institution Emergency Operations Plans

Board member Soltman presented this item. He noted that the institutions' plans need to be updated in a manner consistent with the National Incident Management System (NIMS). The institutions were invited to share briefly about the status of their existing plans.

Kevin Satterlee reported that BSU's plan is institutionalized. Table-top exercises are periodically conducted. The emergency response system has been implemented several times in the recent past and it has worked very well.

Tony Fernandez reported that LCSC's plan is in place. It has been implemented as well. Each time it is implemented, it is reviewed to identify weaknesses. It is also reviewed on an annual basis.

Jerry Beck reported that CSI's plan is tested regularly. It has been used recently. Regarding the notification system, students are now required to opt out of being notified rather than opting in. Dr. Beck noted that other entities are located on the CSI campus so efforts are made to coordinate with them to ensure there is no confusion on anyone's part as to what the alarms mean.

Burton Waite reported that EITC has run mock emergencies. It also has a committee that meets quarterly to review how the plan is working and to make recommendations for improvement. EITC works closely with the local emergency folks in their region as well. Mr. Burton noted that EITC has reviewed the NIMS requirements to see how EITC lines up, and changes will be made where necessary.

Lloyd Mues reported that UI has an effective plan. Relevant exercises of various kinds are conducted on a regular basis to make sure all points are covered. UI works closely with

Homeland Security to ensure UI's plan lines up. UI uses its plan for every type of emergency. It trains hard and is active in preparing.

Art Vailas reported that ISU has a committee for public safety. Drills are conducted annually with the local emergency responders. Training is conducted for responders as well. The emergency response and notification systems are tested monthly. It has favorably passed the Homeland Security protection audit.

Rick Aman reported that CWI has a written emergency response plan and it has been distributed to both students and staff. The plan continues to be revised and improved. Table-top exercises are conducted. CWI has had to implement its plan several times. As far as NIMS requirements, CWI will need to explore further to see where it is in terms of compliance.

#### 6. Athletic Scheduling

**M/S (Edmunds/Lewis): To approve delegating the decisions about scheduling athletic games and opponents to the chief executive officers of the respective institutions. Motion carried unanimously. Motion carried 5-3 (Agidius, Soltman, and Atchley voted Nay).**

Mr. Soltman introduced this item. He noted that there is quite a bit of discussion underway on this subject, specifically in terms of BSU and UI continuing the tradition of playing a football game each year.

President Nellis of the University of Idaho was invited to comment on this. He agreed that this is a time of transition for BSU. Nevertheless, BSU and UI have a long tradition of playing football against one another and that game results in economic advantages for the state. He urged the Board to encourage the yearly games to continue.

#### 7. ISBA Legislative Agenda

Board President Westerberg reminded the Board about previous discussions as to the best way for the Board members to be made aware of possible legislative proposals related to education that come up on different fronts. He noted that this agenda item pertains to a number of legislative actions that the Idaho School Board Association (ISBA) plans to bring forward during the 2011 legislative session. By having this as on the agenda, the ISBA can communicate the purpose of the various legislative proposals it is working on.

Board member Terrell indicated that his understanding is that without seeing the resolution, the Board is not able to take a position.

Jessica Harrison of ISBA was introduced to discuss the resolutions for the benefit of the Board members. Ms. Harrison provided an overview of the ISBA and its focus on providing quality, cost-efficient services to association members. She briefly reviewed the resolutions. Additional detail was provided to the Board in their agenda materials.

Matt Freeman of the Board office asked Ms. Harrison if ISBA intends to RS all these concepts. Ms. Harrison indicated that is the ISBA's intent. Mr. Freeman indicated that even through there is nothing official in terms of legislation for the Board to look at the Board could choose to support the concept.

Board member Edmunds indicated that without an opportunity to have more in-depth discussion

or to hear from other constituent groups, he is reluctant to take action on these items. Mr. Westerberg pointed out that many of these items will come before the legislature, with or without input from the Board. And, Board staff will be asked to comment on them. He reminded the Board that it was indecisive at the previous Board meeting as to what process should be followed related to reviewing upcoming legislation. He indicated that today's presentation was an effort to bring concepts before the Board for information and understanding.

Board member Terrell indicated that the Board can continue to work with ISBA on these concepts, but he doesn't want to disillusion them as to the Board's agreement or disagreement with the legislation.

Board member Lewis noted that he appreciates the value of the Board taking a position with respect to these items. The problem is that there is a lot of detail and a need to have a better understanding of what the final language of the RS's will be. He suggested that there needs to be more lead time to study this.

Board member Terrell indicated he hasn't heard where SDE is going in terms of these specific items. He said it would be beneficial to have their input. Mr. Luna indicated that SDE works closely with ISBA and there are a number of these SDE will work on and help promote. Mr. Luna also noted that this association does not answer to this Board. In terms of the Board's response or next step, is up to the Board to decide. But the association and others like it do not need the Board's support to go forward.

Board President Westerberg reiterated that this agenda item was an attempt to bring legislative information to the full Board in order to make sure all the members had advanced opportunity for input on future legislation. He emphasized that the Board needs to identify the process it wants in place process to do that.

#### 8. Board Policy I.E. – First Reading

**M/S (Soltman/Agidius): To approve the second reading of proposed amendments to Board Policy Section I.E., Executive Officers, as submitted. Motion carried unanimously.**

Board member Soltman introduced this item.

#### 9. Board Policy I.J. – First Reading

**M/S (Soltman/Edmunds): To return this policy to staff and bring it to the Board in February as the first reading. Motion carried unanimously.**

Board member Soltman introduced this item. Tracie Bent of the Board office discussed the changes. She pointed out that in reviewing the amendment to the policy it was noted that UI's practice of allowing underage family members into the President's tent location where alcohol was being served was a violation of the Board's policy. As a result, additional changes in the amendment were made to address this and those changes are substantive in nature.

Kent Nelson, legal counsel for the University of Idaho, came forward to provide more information to the Board. Mr. Nelson noted that the redraft has substantial changes. He referred to the language in subparagraph C that notes that even though this policy is in place, the institutions will continue to come forward to the Board each year and allow for Board review. In addition, in section II.3.1 where there was a bar on minors in the service area, it was changed that for events where there would be minors, it would require specific approval from the Board each year

which is how it has been done in the past.

Board member Lewis observed that the inclusion of language to present the proposal every year is helpful. He expressed concerns about the third sentence where it says that the Board will review the proposals. He noted that it appears, by the way it is written, that the criteria will be used as guidelines. He suggested that it needs to be more clearly stated. Mr. Lewis indicated that in the past when the criteria were set forth it was clear that advertising would not be allowed and that needs to be included in this policy as well.

Board member Agidius asked for clarification as to the points to be addressed in the reassessment of the amendments. Board member Lewis indicated that the change from “minimum requirements” to “criteria” should be reversed; it needs to remain as minimum requirements. Second is a change in nuances, in allowing persons below the legal age to be in the defined areas. Board member Terrell noted that the issue of advertisement be addressed as well and be clarified in the policy.

Board member Soltman explained that the amendments were written to reflect the Board’s current practice. Board member Agidius indicated that he wants to see Board approval if there are minors in the area where alcohol is being served. Ms. Atchley noted it is important to remember that these events are invitational events, not public events. She suggested the policy can be written to reflect and understanding of that fact. She referred to section I.1 for the benefit of the Board.

### 1. NIC College Report

Dr. Priscilla Bell reported to the Board. She discussed the College’s regional footprint in north Idaho. NIC’s comprehensive annual impact in 2010 was 24,520. That includes the credit enrollment programs, workplace training, and outreach. NIC is on target for another record enrollment in spring term. Student success and teaching excellence are the focus of NIC.

Dr. Bell reported that NIC’s Business Professionals of America chapter placed participating students nationally at the highest levels and has done so over the years. In addition, students in Phi Theta Kappa and INBRE have demonstrated outstanding achievement and accomplishments this past year as well. Dr. Bell shared that NIC has many outstanding instructors. She mentioned several who were being recognized for their achievements.

Dr. Bell reported that NIC is meeting regional needs in new ways. The College served as a pilot for the POST (Police Officers Academy) which has filled a niche in north Idaho. It was very successful and translated into a regular program. Another effort to meet regional needs is the Flexible Learning Center which served an increasing number of students.

Another effort, the I-BEST program, is modeled after programs in Washington which allows GED students to simultaneously participate in GED instruction and technical instruction and get their GED certificate and their technical certificate at the same time. This is the first I-BEST program in the state. NIC has been notified it will receive additional funding to continue this effort.

Dr. Bell discussed the future of NIC. She noted that the classrooms and labs are being utilized at an astonishing rate and are maxed out. NIC plans to expand to other locations when the economic climate allows. The Education Corridor plans are well underway. In addition, expansion in Rathdrum to the Kootenai Technical Education Campus will allow NIC to serve more students.



State Superintendent Luna asked about the impact of remediation on NIC and its ability to meet its mission. Dr. Bell noted that remedial education is costly. NIC sees a lot of high school graduates needing remediation, particularly in math. She explained that a number of these students are lacking in just one or two targeted areas. The thought is that those students could be enrolled in targeted modules rather than having to take an entire course. NIC is working on putting that type of effort in place. NIC has determined that the COMPASS test is useful in identifying specific areas of weakness.

Dr. Bell reported that NIC worked with the Albertson Foundation on how to use the funds that were awarded to the College. It plans to distribute them over the next few years. NIC also got approval from the Albertson Foundation to award funds to students in the workforce training program. Dr. Bell indicated that NIC has allocated their annual portion of that award. In addition, NIC's own foundation awarded about \$600,000 in scholarships this year.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **Section I – Human Resources**

#### 1. Revisions to Model coach Contracts and Amendment to Board Policy

**M/S (Terrell/Agidius): To approve the second reading of Board Policy Section II.H., Policies Regarding Coaching Personnel and Athletic Directors, and documents incorporated by reference therein, as presented. Motion carried unanimously.**

Board member Terrell presented this item.

#### 2. Optional Retirement Plan – VALIC – Conversion to Mutual Fund Platform

**M/S (Terrell/Soltman): To approve the request by VALIC to offer mutual funds as an alternative investment vehicle as part of the Board's Optional Retirement Plan, 403(b) and 457 plans, subject to final review and approval of the plan and related documents by the Board Chief Fiscal Officer and legal counsel. Motion carried unanimously.**

Board member Terrell introduced this item. Matt Freeman of the Board office introduced Tony Cotton from VALIC to provide additional detail. Mr. Cotton overviewed the VALIC platform. He noted that one of his responsibilities, related to the university system, is to bring forward the best option possible. He pointed out that the VALIC proposal includes a migration from its current annuity platform to a mutual fund platform. This would allow for greater investment returns. Mr. Cotton explained the mechanics of how this will work. The anticipated live date for adding the mutual fund product is March 1, 2011 so VALIC will need executed agreements by February 1, 2011.

### **Section II – Finance**

#### 1. Net Asset Balances – College and Universities

Board member Terrell introduced this item. He noted it was an information item. Matt Freeman of the Board office explained that the unrestricted net assets report is one that the Board office has produced for a number of years. It is transmitted to the Legislature as well.

Mr. Freeman reported that during the 2010 session, he and Executive Director Rush met with the co-chairs of JFAC to discuss how the Board should rework the net assets report. Five

percent was identified as the minimal level of net asset reserves. Mr. Freeman indicated that the latest report was presented to the JFAC co-chairs in November 2010. While the JFAC co-chairs did not comment directly on the 5% level, discussions it was indicated that they were comfortable with that number. Board member Terrell pointed out that the institutions are comfortable with that number as well.

There was general discussion about timelines for having a plan for the institutions in terms of achieving the 5% minimum. Mr. Freeman indicated that the Board's strategic plan includes the 5% minimum as the benchmark. Board member Lewis suggested it would be appropriate to direct the institutions over a period of time to address the situation. Board member Terrell noted that the institutions have indicated the 5% level is where they want to be. Board member Agidius suggested that if a deadline is set, the institutions may be put into a position where they have to choose between a program and the reserve fund.

Mr. Westerberg clarified that his suggestion is that there be a plan in place to work this through and see improvement. He suggested that during the Business Affairs and Human Resources meetings there be discussions as to where the institutions are and how they are working on the effort. Board member Lewis agreed that there is a need for a reserve requirement and for a plan on how to get there. He reiterated that it is prudent for the Board to provide guidance to avoid additional issues. Board member Terrell agreed that was possible.

#### 2. Amendment to Board Policy – Section V.M. – Intellectual Property – Second Reading

**M/S (Terrell/Edmunds): To approve the second reading of proposed amendments to Board Policy Section V.M., Intellectual Property, as presented, and to direct institutions to bring their technology transfer policies to the Board for review and approval within 12 months. Motion carried unanimously.**

Board member Terrell introduced this item.

#### 3. Amendment to Board Policy – Section V.D. – Fiscal Officer, Banking, and Investments – First Reading

**M/S (Terrell/Edmunds): To approve the first reading of proposed amendments to Board Policy Section V.D., Fiscal Officer, Banking, and Investments, as presented. Motion carried unanimously.**

Board member Atchley brought a grammatical error to the attention of the Board staff. Board staff noted the error and will also review the entire document to make sure any other typos or grammatical inconsistencies are corrected.

#### 4. Amendment to Board Policy – Section V.R. 3.a.v. – Self-Supporting Certificate and Program Fees – First Reading

**M/S (Terrell/ Atchley): To approve the first reading of proposed amendments to Board Policy Section V.R.3.a.v., Self-Support Certificate and Program Fees, as presented. Motion carried unanimously.**

#### 5. Amendments to Board Policy – Section V.R.3. – Definitions and Types of Tuition and Fees, and Section V.Q.1. – Revenue Deposited into Account – First Reading

**M/S Terrell/Atchley): To approve the first reading of proposed amendments to Board**

**Policy Section V.R.3.a., and Section V.Q.1.a., as submitted. Motion carried unanimously.**

Lloyd Mues of UI presented this item and explained it ensures policies on institution fees correspond to proposed revisions to the Idaho Code.

6. Student Tuition and Fees – Authorize Institutions to Request Fees in Excess of 10%

**M/S (Terrell/Soltman): To authorize the colleges and universities under the jurisdiction of the Board to request a student fee increase in excess of 10% for fiscal year 2012 as the institutions deem necessary. Said authorization does not constitute an expressed or implied endorsement, recommendation, or approval of any student fee increase. Motion carried 7-1 (Edmunds voted Nay).**

Board member Terrell introduced this item. He emphasized this motion only allows the institutions to make the request; it does not authorized or approve any request.

7. Boise State University – Dependent Fee Waiver Pilot Program

**M/S (Terrell/Edmunds): To approve the request by Boise State University to implement a two-year pilot dependent fee program effective for the Fall of 2011 in accordance with the terms set forth in the background/discussion in support of this request. Motion carried unanimously.**

Stacy Pearson of BSU discussed this item. She explained that BSU has had fee waivers in place for employees and their spouses for many years. This proposal relates to dependents and clarifies the benefits available. Ms. Pearson noted that BSU met extensively with BSU employees and documentation is available indicating their support. She explained the importance of this benefit as a retention and recruitment tool. In regards to the fiscal impact, Ms. Pearson indicated that while data is not available on every point, BSU does not anticipate a financial hardship for the institution.

Ms. Pearson noted that BSU will come back before the Board after a year of running the pilot program to update the Board on its progress. The Board noted that the intent of the pilot project proposal is that it will conclude at the end of the two years. Beyond that BSU will have to make another request to the Board. Ms. Pearson noted that if the program is not working BSU will not continue it.

8. Boise State University – Capital Project – TECenter Remodel

**M/S (Soltman/Agidius): To approve the request by BSU to proceed with renovation of the TECenter for a total cost not to exceed \$1,000,000 and to direct staff to provide written notification of funds is 100% federal grant, but BSU will request General Fund occupancy costs. Motion carried 7-0 (Mr. Terrell recused himself from the vote due to a conflict of interest).**

Board member Terrell withdrew from discussion, consideration, and any vote on this item due to a conflict of interest.

9. Boise State University – Capital Project – Lincoln Avenue Student Housing

Board member Terrell withdrew from discussion, consideration, and any vote on this item due to a conflict of interest.

Ms. Pearson discussed this item and explained the details of the project. She noted that the project will be funded with a combination of bond reserves resulting from savings from previous building projects, and University and student housing reserves. University reserves will be repaid with rental revenues from the project. Handouts were provided to the Board with additional detail related to the project budget, the projected debt service, the ten-year debt projection, and a pro forma analysis of the project. Ms. Pearson indicated that additional supplemental information is available as well.

There was lengthy discussion as Ms. Pearson explained the use of funds, the way the process works, and the technical details related to calculations, liabilities, cash flows, restrictions and timeframes, and the fiscal implications of this project. Mr. Lewis noted it would be helpful to have additional details. It was noted that there will need to be a special meeting of the Board on or before January 21<sup>st</sup>. Board staff will make those arrangements.

#### 10. Boise State University – Capital Project – Proposed Stadium Expansion

**M/S (Soltman/Edmunds): To approve the request by Boise State University to begin formal planning for Phase 1 of a Capital Improvements Project to expand Bronco Stadium and move the track and field facilities to Dona Larson Park, at a cost that is estimated to exceed \$500,000. Motion carried 7-0 (Mr. Terrell recused himself from the vote due to a conflict of interest).**

Board member Terrell withdrew from discussion, consideration, and any vote on this item due to a conflict of interest.

Stacy Pearson discussed this item and noted it is in the early planning phase. It relates to the former East Junior High property and improvements to that property. Currently, BSU is in the concept phase of the project. Ms. Pearson indicated this would be paid for with private funds and that the \$500,000 private funds have already been collected. She indicated that BSU is not at the point in this effort to further develop the project. The name proposal will be brought to the Board in February.

Board member Lewis pointed out that BSU had neglected to follow the Board's policy in terms of the process and timelines in bringing this item to the Board. Ms. Pearson agreed that was true and noted the point.

#### 11. University of Idaho – Naming/Memorializing Buildings – Art and Architecture Interdisciplinary Studio Complex

**M/S (Terrell/Atchley): To approve the request by the University of Idaho to name the proposed Interdisciplinary Studio Complex after Eduardo Alvarez, contingent upon receipt of a substantial gift from the Alvarez family in support of the project. Motion carried unanimously.**

#### 12. Lewis-Clark State College - Settlement Agreement – College Place

**M/S (Terrell/Edmunds): To approve the settlement agreement associated with the legal matter discussed in executive session and to authorize the Vice President for Finance and Administration at Lewis-Clark State College to sign all necessary settlement documents on behalf of the Board of Trustees subject to review by Board counsel. Motion carried unanimously.**

### 13. Gender Equity Discussion – Athletic Financing

Board member Terrell introduced this item. He indicated that there were some inconsistencies coming out of the gender equity program. He noted that for that reason, the Board needs to determine what is happening with gender equity. He suggested that the Board President should set forth a subcommittee to investigate gender equity in order to determine if the institutions are using it the way it was intended.

Board member Lewis expressed his concerns. He noted that the numbers are increasing; the Board needs to know how that is happening. The Board needs to understand the policy, how decisions are made, and on what basis funds are continuing to flow into the gender equity accounts at the institutions. He also noted that the Board needs to have a better understanding of the deficits that the gender equity funds seemingly cover.

State Superintendent Luna asked for clarification about the purpose of the investigation. He asked whether it is to find out how the funds are used or is it to determine if the Board policies are being followed. Mr. Lewis pointed out that Board has a policy pertaining to the use of institutional funds for athletics. The Board does not want institutional funds to be used for athletics with the exception of gender equity.

Mr. Lewis indicated that there has been a clear statement by the Board as to the use of institutional funds. It appears that institutions may have used the exception language in the policy in order to direct institutional funds towards athletic programs other than gender equity. There seems to be an increasing trend to use the exception which is troubling to the Board. He emphasized the need for transparency from the audit point-of-view. The concern is that if the institutions are not transparent, the Board does not know what deficits are being covered or to what extent.

Board President Westerberg directed the establishment of a temporary subcommittee to review the gender equity policy as it exists and review the current practices. The subcommittee will determine if there is a need to change the policy and to also identify wrong practices, and then report its findings to the Board. He asked Mr. Lewis, Mr. Terrell, and Mr. Agidius to be on the subcommittee, with Mr. Terrell acting as the chair. Mr. Westerberg indicated he will also sit on the subcommittee too.

### **INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**

#### 1. College of Western Idaho – Approval of Notice of Intent: Termination of the Information Technology Program and Digital Home Technology Technician Option

**M/S (Edmunds/Atchley): To approve the request by College of Western Idaho to terminate the Information Technology program and Digital Home Technology Technician option as shown in Attachment 1, effective immediately. Motion carried unanimously.**

#### 2. College of Western Idaho – Approval of Notice of Intent: Inactivation of the Practical Nursing Program

**M/S (Edmunds/Atchley): To approve the request by College of Western Idaho to inactivate the Practical Nursing Program. Motion carried unanimously.**

#### 3. Appointment of Idaho Experimental Program to Stimulate Competitive Research (EPSCoR)

Committee Members

**M/S (Edmunds/Atchley) : To approve the reappointment of Laird Noh to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative of the private sector, effective July 1, 2011 for a five year term. Motion carried unanimously.**

**M/S (Edmunds/Atchley): To approve the reappointment of Leo Ray to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative of the private sector, effective July 1, 2011 for a five year term. Motion carried unanimously.**

**M/S (Edmunds/Atchley): To appoint Gynii Gilliam to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative of the private sector, effective July 1, 2011 for a five year term. Motion carried unanimously.**

**M/S (Edmunds/Atchley): To appoint Frank Roberto to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative of the private sector, effective July 1, 2011 for a five year term. Motion carried unanimously.**

4. Waiver of Board Policy III.Q.4.c. – Placement in Entry-Level College Courses

**M/S (Edmunds/Atchley): To waive the criteria in Board Policy III.Q.4.c., for placement in entry-level college English courses, to permit the alternative placement mechanisms for English until the conclusion of the fall 2012.**

Selena Grace of the Board office presented this item. She noted that a task force was formed to look at an appropriate mechanism for English placement. Waiving this policy will allow the institutions to continue with the pilots as their mechanism for English placement until staff has had the opportunity to bring forward revisions to the policy in its entirety.

**DEPARTMENT OF EDUCATION**1. Superintendent's Update

State Superintendent Luna reported to the Board about the K-12 budget request the Department will submit to the Legislature in January. In order to keep per pupil spending equal to what it is today there needs to be a \$60 million increase in the K-12 budget as it is now. Mr. Luna noted that as signs appear of an improving economy the public perception may be that there will be more money available next year for education. He emphasized that the public needs to understand that the already existing financial hole makes that highly unlikely.

On a brighter note, Mr. Luna shared a report called the Idaho Story that was written and published in cooperation with several universities. It is a result of significant improvements in AYP and increases in student achievement in areas such as science and math. He noted that Idaho's story is one of transformation. He indicated that the customer driven approach Idaho is using has produced good results in a short amount of time. It is an example of how Idaho is being recognized as a leader in terms of student achievement.

2. Temporary and Pending Rule – IDAPA 08-0203.112, Rules Governing Thoroughness and Accountability

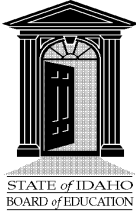
**M/S (Luna/Atchley): To approve the temporary rule and amend the pending rule change to IDAPA 08.02.03.112, Rules Governing Thoroughness and Accountability, as submitted, effective July 1, 2010. Motion carried unanimously.**

Mr. Luna presented this item. He explained that when a school reaches a certain point of not making AYP the school has to meet some requirements related to restructuring. When that restructuring has taken place, the school then goes through the process of being defined based on specific criteria that are laid out in policy. The changes may include changing administration, changing more than a majority of the faculty, or changing a portion of the student body.

**OTHER BUSINESS**

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

**M/S (Agidius/Atchley): To adjourn the meeting at 2:35 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  
 January 6, 2011  
 Special Teleconference Meeting  
 Boise, ID**

A special teleconference meeting of the State Board of Education was held January 6, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 1:35 p.m.

A roll call of members was taken.

**Present:**

Richard Westerberg, President  
 Don Soltman, Secretary  
 Rod Lewis

Ken Edmunds, Vice President  
 Paul Agidius  
 Emma Atchley

**Absent:**

Milford Terrell and State Superintendent Tom Luna

**REGULAR BUSINESS**

Board member Soltman noted that Board member Terrell had recused himself from these two items and so he is not in attendance for the meeting.

**1. BSU – iStrategy Software Licensing and Maintenance**

**M/S (Soltman/Agidius): To approve the request by Boise State University for a one-time payment of iStrategy licensing and implementation fees of \$330,000 and an ongoing software maintenance fee of \$42,000 annually. Roll call vote was taken. It failed 3-3 (Edmunds, Atchley, and Agidius voted Nay).**

Board member Soltman introduced this item. Stacy Pearson of Boise State University was in attendance by phone to answer questions and provide additional details. Board member Agidius asked about possible penalties if BSU changes data warehouse vendors. Ms. Pearson indicated that there is an annual renewal of the license but no contractual based penalties. Board member Edmunds raised concerns about cost of the license, its compatibility with the longitudinal data system or other systems, and the timelines. He asked about the possibility of waiting to make this purchase.

Ms. Pearson explained that BSU already purchased iStrategy, a data warehouse and reporting system. This request is for the approval for licensing and annual maintenance fees and



additional modules that will help BSU carry out its reporting requirements. Mr. Edmunds reiterated his concern that this is premature and not be a good use of funds at this time.

Board members Agidius and Edmunds explained that there needs to be more information so that they have a better understanding of all this request entails. They can't support the motion without it.

Ms. Pearson noted that this request does represent a substantial discount of the product. She reiterated that her understanding is that the Board wants additional detail at the February meeting. She emphasized that BSU cannot guarantee that it will be able to get the same discounted pricing.

Board President Westerberg restated his understanding of the outcome of the motion, that being that Board members Edmunds and Agidius would be willing to reconsider this item at the February meeting if more information is provided.

Selena Grace reiterated that iStrategy has already been implemented by BSU. This request will allow them to add additional modules to make their reporting more efficient.

## 2. BSU – Capital Project – Lincoln Avenue Student Housing

**M/S (Soltman/Agidius): to approve the request by Boise State University to proceed with construction of the new student housing facilities on Lincoln Avenue for a total project cost not to exceed \$15,781,851 million and to find that this housing project constitutes a project that is necessary for the proper operation of the University and is economically feasible pursuant to Chapter 38, Title 33, Idaho Code. Motion carried unanimously.**

Stacy Pearson clarified that there will be no eligible occupancy cost. Board President Westerberg asked about the architectural fee and Ms. Pearson explained that since the plans had to be converted from a public/private partnership project to a public works project, the plans had to be converted which took quite a bit of effort. That is why the fee isn't significantly lower.

Ms. Atchley asked for clarification about a housing fee. Ms. Pearson indicated that the revenues for this project are the rent and vending revenues from students residing in this facility. There are no housing fees.

## **OTHER BUSINESS**

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

**M/S (Atchley/Soltman): To adjourn the special meeting of the Board at 2:07 p.m. Motion carried unanimously.**



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

**DRAFT MINUTES  
 STATE BOARD OF EDUCATION  
 January 21, 2011  
 Special Teleconference Meeting  
 Boise, ID**

A special teleconference meeting of the State Board of Education was held January 21, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 3:00 p.m. MST.

A roll call of members was taken.

**Present:**

Richard Westerberg, President  
 Don Soltman, Secretary  
 Rod Lewis

Ken Edmunds, Vice President  
 Emma Atchley  
 Paul Agidius

**Absent:**

Milford Terrell  
 State Superintendent Tom Luna

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**1. Review and Discuss Existing and Potential Legislation Affecting Public Education**

Mark Browning updated the Board on initiatives 1) changes code to allow U of I to charge tuition and 2) if passed removes the requirement that the Board keeps copies of negotiated contracts within districts. Mr. Browning stated that the discussions at the legislature are budgetary driven discussions at this point.

**2. Superintendent Luna's Education Reform Plan**

**Discussion:**

Luci Willits, Chief of Staff for the Department of Education was present to answer questions regarding Superintendent Luna's education reform plan. The plan would change how we do business in Idaho in some areas. Looking at spending differently given budget situation. Presented last week on budget pieces to JFAC and working on draft of best ways to proceed. Goal and intent is to print bill as early as next week. President Westerberg asked if anyone had questions for Luci. Emma asked what the Boards role would be in this process. Luci stated

there is a huge role for board to play. The plan is a joint effort between Luna and governor and asked for support in contacts at legislature and feedback. The Department of Education will copy Board on any correspondence to legislators. Foremost they would like board support. Emma stated it did not get a lot of pre board input and she had a lot of questions and feels uncomfortable because they are uninformed. Luci emphasized they are working out details for the bill and the Board will have responsibility regarding the rule making. Implementation being the bigger step and help with answering questions and dialogue. Rod stated he is not clear in terms of financial impact compared to last year. What does budget look like compared to last year's public school public. Luci deferred to deputy chief of staff Jason Hancock to answer this question. Basically they are reallocating funds within that budget. Jason summarized that they are reallocating some of the funding elements in the budget to hit the governor's number. Slight increase in general funds going to public schools and replacing the 35M in one time funding that was in last year's budget.

Luci Willits stated that this is a package and it is difficult to peel off portions of this package. You can't peel off something without adversely affecting something else. Every piece has a purpose and financial issue. The package is a comprehensive package. It was asked if there was any reason why you couldn't build in a flexible market driven price for on-line courses rather than guaranteeing the provider 2/3 of the cost of the course. It was clarified that the fractional ADA is the default and the provider will be paid whatever their contract outlines. The student can go to any qualified provider.

Luci Willits assured the Board they would be kept informed and assisted on answering any questions.

#### **OTHER BUSINESS**

**M/S (Ken/Don): There being no further business, a motion to adjourn the special meeting of the Board at 3:36 p.m. MST was entertained. Motion carried unanimously.**



STATE BOARD OF EDUCATION  
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**DRAFT MINUTES  
 STATE BOARD OF EDUCATION  
 January 28, 2011  
 Special Teleconference Meeting  
 Boise, ID**

A special teleconference meeting of the State Board of Education was held January 28, 2011. It originated from the Board office in Boise Idaho. Board President Richard Westerberg presided and called the meeting to order at 3:00 p.m. A roll call of members was taken.

**Present:**

Richard Westerberg, President  
 Don Soltman, Secretary  
 Rod Lewis  
 Milford Terrell

Ken Edmunds, Vice President  
 Paul Agidius  
 Emma Atchley

State Superintendent Tom Luna (joined the meeting following the roll call)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**1. Review and Discuss Existing and Potential Legislation Affecting Public Education**

- ***Students Come First Proposed Legislation: Labor and Entitlements & Modernization and Reform***

State Superintendent Tom Luna presented the background details related to the two bills the Department of Education plans to have introduced this session. They both relate to Mr. Luna's proposed education reform of Idaho's K-12 system.

Mr. Luna reported that the two pieces of legislation go together and will be introduced at the same time. They encompass the majority of what he previously presented to the Legislature. Mr. Luna explained that reason for two bills is because the Attorney General's office indicated it was best to separate the finance section from the labor negotiations section. Mr. Luna pointed out to the Board members that a narrative is included with each proposal. It may be helpful to the Board members in understanding what is included in the proposed legislation. Mr. Luna indicated that a couple of trailer bills will follow. One has to do with consolidation and the other with purchasing.

Board President Westerberg noted that it will take a bit of time to read through the proposed legislation. The Board members agreed to discuss the legislation further at their meeting on

February 4.

- *SB1023 – Charter School Founder Designation*

Tracie Bent of the Board office presented this item. She explained that the purpose of the legislation is to amend Idaho Code to clarify the official designation of a charter school founder. She pointed out that Board staff has not received any communication from the charter schools related to this legislation as far as the Board taking a position.

- *SB2034 – Public University Technology Transfer*

Tracie Bent presented this item. She explained that this bill seeks to speed the introduction of technologies developed at Idaho colleges and universities. She pointed out that the Board already has the authority to do this.

There was some discussion about the necessity of this legislation in light of the fact that this bill doesn't add or take away from the Board's current authority. Matt Freeman of the Board office indicated that Board staff plans to visit to the bill's sponsors on that point.

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

**M/S (Agidius/Atchley): To adjourn at 3:35 p.m. Motion carried unanimously.**



STATE BOARD OF EDUCATION  
TRUSTEES OF BOISE STATE UNIVERSITY  
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**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
February 2, 2011  
Len B. Jordan Building  
650 W. State Street  
PTE Clear Waters Conference Room  
Boise, Idaho**

An executive session of the State Board of Education was held February 2, 2011 in Boise, Idaho.

**Present:**

Richard Westerberg, President  
Don Soltman, Secretary  
Rod Lewis  
Milford Terrell

Ken Edmunds, Vice President  
Paul Agidius  
Emma Atchley

The Board met at 10:00 a.m. on Wednesday, February 2, 2011 in Boise, Idaho at the PTE Clear Waters conference room of the Len B. Jordan Building located at 650 W. State Street.

**EXECUTIVE SESSION (Closed to the Public)**

**M/S (Terrell/Agidius): A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against public employees at the institution (Idaho State University).**

A roll call vote was taken; motion unanimously carried 7-0 to enter into Executive Session (Lewis arrived at 10:10).

**M/S (Westerburg/Terrell): To go out of Executive Session at 11:35 a.m. Motion carried unanimously.**

**OPEN SESSION**

On Wednesday, February 2, 2011, the Board convened for regular business at 11:35 a.m. in Boise, Idaho at the Len B. Jordan Building, PTE Clear Waters conference room. Board President Westerberg called the meeting to order to take action on a personnel matter.

**BOARD ACTION**

**M/S (Westerberg/Terrell): By unanimous consent, the Idaho State Board of Education hereby affirms its support for and confidence in President Arthur Vailas in leading the affairs of Idaho State University.**

**OTHER BUSINESS**

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

**M/S (Westerberg/Terrell): To adjourn the meeting at 11:40 a.m. Motion carried unanimously 7-0.**

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**IDAHO STATE BOARD OF EDUCATION**  
**FEBRUARY 17, 2011**

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**SUBJECT**

2011 Statewide FAFSA Completion Event Video Contest award presentation.

**BACKGROUND/DISCUSSION**

This award is part of an initiative under the federal College Access Challenge Grant (CACG). The CACG is a five-year federal grant designed to assist traditionally underserved and underrepresented students gain access to college through statewide initiatives. As the state education agency appointed by the governor to administer grant funds, the Office of the State Board of Education coordinates the initiatives as defined in Idaho's CACG application. One such initiative is a statewide FAFSA (Free Application for Federal Student Aid) Completion Event. The FAFSA is the application used by the federal government to distribute student aid such as the Pell grant, federal work-study, student loans, as well as some scholarships.

Held the first Saturday in February every year, the FAFSA Completion Event is designed to assist students with completing their FAFSA accurately and in a timely manner. This year's event was held February 5, 2011, at 20 sites throughout the state. In an effort to involve students in advertising this event, our office conducted a video contest whereby high school students could create a 30 second video spot. We received five entries and awarded a first, second, third prize, and two honorable mentions. The prizes total \$5,000 in cash money. The prize will be awarded to the student participants and a matching amount will be awarded to the students' respective schools. This provided an opportunity for Idaho high school students to showcase their video production skills in a real-world setting. We are very proud of the efforts of all who participated.

**ATTACHMENTS**

Attachment 1 – List of Awardees

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Due to the success of this year's contest, the CACG Program will continue to host this event each year it is awarded the federal CACG.

**BOARD ACTION**

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

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IDAHO STATE BOARD OF EDUCATION  
FEBRUARY 17, 2011

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**IDAHO STATE BOARD OF EDUCATION**

650 W. State Street | P.O. Box 83720 | Boise, Idaho 83720-0037  
208-334-2270 | FAX: 208-334-2632  
email: [board@osbe.idaho.gov](mailto:board@osbe.idaho.gov)

First Place:

**Eagle High School**

Karlee Bonander  
Colton Swanson

Second Place:

**Eagle High School**

Stephen Fry  
Montanna Burke

Third Place:

**Eagle High School**

Michael Eisenberg  
Ashlynn Thompson

Honorable Mention:

**Mountain View High School**

Julia Upchurch  
Brittany Hassis

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**CONSENT AGENDA  
FEBRUARY 17, 2010**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BAHR-SECTION I BOISE STATE UNIVERSITY</b> New Positions and Changes to Positions	Motion to approve
2	<b>BAHR-SECTION I IDAHO STATE UNIVERSITY</b> New Positions and Changes to Positions	Motion to approve
3	<b>BAHR-SECTION I UNIVERSITY OF IDAHO</b> New Positions	Motion to approve
4	<b>BAHR-SECTION I LEWIS-CLARK STATE COLLEGE</b> New Positions	Motion to approve
5	<b>BAHR-SECTION II BOISE STATE UNIVERSITY</b> Geothermal Agreement Phase II with the City of Boise	Motion to approve
6	<b>IRSA – QUARTERLY REPORT: PROGRAMS AND CHANGES APPROVED BY THE EXECUTIVE DIRECTOR</b>	Motion to approve
7	<b>PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS</b>	Motion to approve

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**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

New positions and changes to positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University requests approval to:

- Establish one (1) faculty position (.50 FTE) supported by appropriated funds.
- Establish one (1) professional staff position (1.0 FTE) supported by appropriated funds; establish one (1) professional staff position (1.0 FTE) supported by local funds; establish one (1) professional staff position (1.0 FTE) supported by grant and appropriated funds.
- Establish one (1) classified staff position (1.0 FTE) supported by appropriated funds; establish one (1) classified position (1.0 FTE) supported by local funds.
- Increase the term of one (1) professional staff positions (1.0 FTE) supported by local funds.

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University for six (6) new positions (5.5 FTE) and increase the term of one (1) positions (1.0 FTE) supported by appropriated, grant and local funds.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes\_\_\_\_ No\_\_\_\_

**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**NEW POSITIONS**

Position Title	Lecturer
Type of Position	Faculty
FTE	.50 FTE
Term of Appointment	12 Months
Effective Date	2/20/2011
Salary Range	\$20,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Community and Environmental Health
Duties and Responsibilities	Provide instruction for nutrition courses; may serve on governance committees.
Justification of Position	Position needed to manage and provide nutrition coursework for Health Sciences and other College programs due to retirement of faculty member with this expertise.

Position Title	Student Support Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	2/20/2011
Salary Range	\$40,000
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	College of Social Sciences and Public Affairs.
Duties and Responsibilities	Promote, enhance, facilitate and support the educational process of all prospective and current students within the College.
Justification of Position	Position needed to support initiative creating and centralizing academic advising in order for the College to address increased admissions and retention factors.



**CONSENT AGENDA  
FEBRUARY 17, 2011**

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Position Title	Research Administrator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	2/20/2011
Salary Range	\$48,400
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Office of Sponsored Programs
Duties and Responsibilities	Provide leadership and a high level of expertise in the grant proposal development, coordination, submission, and award management process within the College of Social Sciences and Public Affairs.
Justification of Position	Additional position needed to allow for increasing externally-funded activity in the College and more integrated grant administration support.

Position Title	Bioinformatics Coordinator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	2/20/2011
Salary Range	\$58,700
Funding Source	Grant- 75%; Appropriated 25%
New or Reallocation	New
Area/Department of Assignment	Biomolecular Research Center
Duties and Responsibilities	Provide support to faculty members and students to allow them to remain up to date in use of bioinformatics tools and resources; assess bioinformatics and computational biology campus-wide; train graduate students in highly specialized applications.
Justification of Position	Additional position needed to allow researchers to remain at the forefront of research, which will provide advantages in competing for research funding and recruiting students.

**CONSENT AGENDA  
FEBRUARY 17, 2011**

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Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	2/20/2011
Salary Range	\$20,322
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Chemistry Department
Duties and Responsibilities	Provide general office support to the department and support to faculty teaching large lecture sections; provide first contact customer service to students, faculty and visitors.
Justification of Position	Additional administrative support needed to meet continued demand for chemistry service courses, needs of large lecture courses and Chemistry Instruction Center.

Position Title	Building Facility Coordinator
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	2/20/2011
Salary Range	\$20,322
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Coordinate and provide equipment and facility set-up for meetings, conferences, and special events; provide customer service to building patrons; monitor facility use and ensure conformance with policies and procedures; perform facility maintenance and cleaning
Justification of Position	Additional position needed due to reorganization of operations for Stueckle Sky Center and to meet staffing levels for event and athletic facility operations.

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**CHANGE IN POSITIONS**

Position Title	Assistant Director, Developmental Mathematics
Type of Position	Professional
FTE	Change from .50 to 1.0 FTE
Term of Appointment	Change from 10 to 12 Months
Effective Date	2/20/2011
Salary Range	Change from \$21,237 to \$36,407
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Mathematics
Duties and Responsibilities	Support the Director of the Math Learning Center and the curriculum delivery for the Math 024 and Math 108 hybrid classes; manage timeline issues for students using the Math Learning Center.
Justification of Position	Additional FTE needed to handle peer tutoring function.

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

New positions and changes to positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University requests approval to:

- Create six (6) new professional staff positions (6.0 FTE) supported by state and local funds.
- Create one (1) new classified staff position (1.0 FTE) supported by local funds.
- Increase the term of one (1) classified position to 1.0 FTE, supported by grant funds.

**IMPACT**

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

**STAFF AND COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University for six (6) new professional staff positions (6.0 FTE); one (1) new classified staff position (1.0 FTE); and increase the term of one (1) classified position (1.0 FTE) supported by state, local and grant funds.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**NEW POSITIONS**

Position Title	Accountant or Senior Accountant (4 positions)
Type of Position	Non-Classified
FTE	4.0
Term of Appointment	12 month
Effective Date	February 21, 2010
Salary Range	\$36,000.00 to \$52,200.00
Funding Source	State Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Finance and Administration
Duties and Responsibilities	Provide support for the Administrative and Student Financial Accounting functions responsible for daily financial activities and monthly, quarterly, and year-end reporting of financial data and transactions. These positions will assist in all aspects of administrative and student accounting, as well as the continuing implementation and maintenance of the financial and student modules of the Banner enterprise system and related auxiliary systems.
Justification of Position	As part of ISU's commitments to the annual audit and the SBOE Audit Committee, these positions will provide additional support to remedy staffing shortages that have impacted our ability to fully and timely comply with financial reporting milestones and better accommodate internal controls.

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Position Title	Assistant Football Coach
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 21, 2010
Salary Range	\$40,019.40
Funding Source	State Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit quality student-athletes who will succeed academically at ISU; position coach for the defensive line; assist with fundraising activities; and other duties as assigned.
Justification of Position	To provide additional support for successful recruitment of quality student-athletes.

Position Title	Academic Advisor
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 21, 2010
Salary Range	\$34,507.20
Funding Source	Local Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Provide academic advisement, academic scheduling, and schedule verification with assigned teams (student-athletes) on academic performance, class/major selection, graduation plan development, learning and study strategies, test taking, note taking, and other skills necessary for academic success.
Justification of Position	To provide additional support for adequate academic advising and support for student athletes.

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Position Title	IT Support Technician
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	February 20, 2011
Salary Range	\$27,331.00
Funding Source	Local Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Biological Sciences
Duties and Responsibilities	Install, test, troubleshoot, and maintain hardware and software products, implement and monitor PC standards and procedures; facilitate backup and recovery; identify and evaluate hardware, software, and daily operational problems. Provide technical guidance and one-on-one training to end-users from faculty to students enrolled in all scientific laboratories.
Justification of Position	To provide ongoing technical support for computer and teaching laboratories. The duties of this position have been previously performed by a temporary employee.



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**CHANGE TO POSITION**

Position Title	Office Specialist 2 (PCN 8143)
Type of Position	Classified
FTE	change from .75 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	February 20, 2011
Salary Range	change from \$15,241.00 to \$20,231.60
Funding Source	State Funds (75%) and Grant Funds (25%)
New or Reallocation	New (Grant Funds)
Area/Department of Assignment	Sociology, Social Work & Criminal Justice
Duties and Responsibilities	Provide general clerical duties, with additional .25 FTE to support implementation and ongoing responsibilities for the Child Welfare Training program (Department of Health and Welfare). Additional duties include: enter and manage the academy/inservice training schedule; set up teleconferencing and distance learning; facilitate HUB trainer acquisition on best practice research; enter and track budget; manage curriculum materials; and coordinate meeting locations, supplies, food, and materials.
Justification of Position	To provide additional clerical support for Child Welfare Training Contract (Department of Health and Welfare).

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**UNIVERSITY OF IDAHO**

**SUBJECT**

New positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The University of Idaho requests approval to:

- Create five (5) new positions (5.0 FTE) supported by appropriated and non-appropriated funds.

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to create five (5) new positions (5.0 FTE) supported by appropriated and non-appropriated funds.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT AGENDA  
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Position Title	Extension Educator / Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	March 1, 2011
Salary Range	\$44,012.80
Funding Source	Appropriated
New or Reallocation/Reactivation of Area/Department of Assignment	Reallocation of funds College of Agricultural and Life Sciences, Ag Extension
Duties	Responsible for providing overall leadership and organization for multi-county community development programs, support small acreage and horticulture programs, supervise the county 4-H Youth Development program, serve as chair of the Valley County Extension Office
Justification	Position needed to act as the primary Extension Educator for the Valley County Extension office in Cascade, Idaho for the College of Ag and Life Sciences.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	March 1, 2011
Salary Range	\$75,004.80
Funding Source	Appropriated and Non-appropriated funds
New or Reallocation/Reactivation of Area/Department of Assignment	Reallocation of funds College of Engineering, Computer Science
Duties	Responsible for instruction of College of Engineering Computer Science students, advising and conducting research.
Justification	Position needed to teach Fall and Spring courses, to conduct research.

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Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	March 1, 2011
Salary Range	\$80,012.40
Funding Source	Appropriated and Non-appropriated funds
New or Reallocation/Reactivation of Area/Department of Assignment	Reallocation of funds College of Engineering, Civil Engineering
Duties	Responsible for instruction of College of Engineering Civil Engineering students, advising and conducting research.
Justification	Position needed to teach Fall and Spring courses, to conduct research.

Position Title	Assistant/Associate Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	March 1, 2011
Salary Range	\$80,012.40
Funding Source	Appropriated and Non-appropriated funds
New or Reallocation/Reactivation of Area/Department of Assignment	Reallocation of funds College of Engineering, Electrical and Computer Engineering
Duties	Responsible for instruction of College of Engineering Electrical and Computer Engineering students, advising and conducting research.
Justification	Position needed to teach Fall and Spring courses, to conduct research.

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Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	March 1, 2011
Salary Range	\$75,004.80
Funding Source	Appropriated and Non-appropriated funds
New or Reallocation/Reactivation of	Reallocation of funds
Area/Department of Assignment	College of Natural Resources, Conservation Social Sciences
Duties	Responsible for instruction of College of Natural Resources students. Advising and conducting research.
Justification	Position needed to teach Fall and Spring courses, to advise and conduct research.
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**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

New positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Lewis-Clark State College was recently awarded a Student Success Program Grant, funded by the J.A. and Kathryn Albertson Foundation. The five (5) requested new positions are needed to staff this pilot program and are funded by the grant.

Lewis-Clark State College requests approval to:

- Create five (5) new positions (4.5 FTE) supported by grant funds.

**IMPACT**

Once approved, the positions can be processed on the State Employee Information System, and the college will carry out the program funded by the Albertson grant.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Lewis-Clark State College for five (5) new positions (4.5 FTE) supported by grant funds.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**NEW POSITIONS**

Position Title	Director, Student Success Program
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	1/1/2011
Salary Range	\$45,000
Funding Source	Grant Funds
Area/Department of Assignment	Student Services
Duties and Responsibilities	Develop implement and manage new program
Justification of Position	Staff new Student Success Program pilot project funded by the J.A. and Kathryn Albertson Foundation Inc.

Position Title	Educational Specialist, Student Success Program
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	1/1/2011
Salary Range	\$38,000
Funding Source	Grant Funds
Area/Department of Assignment	Student Services
Duties and Responsibilities	Conduct outreach and recruitment activities and planning seminars with internal and external referring departments and agencies
Justification of Position	Staff new Student Success Program pilot project funded by the J.A. and Kathryn Albertson Foundation Inc.



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Position Title	Educational Specialist, Student Success Program
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	1/1/2011
Salary Range	\$38,000
Funding Source	Grant Funds
Area/Department of Assignment	Student Services
Duties and Responsibilities	Conduct outreach and recruitment activities and planning seminars with internal and external referring departments and agencies
Justification of Position	Staff new Student Success Program pilot project funded by the J.A. and Kathryn Albertson Foundation Inc.

Position Title	Program Aide
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	1/1/2011
Salary Range	\$35,000
Funding Source	Grant Funds
Area/Department of Assignment	Student Services
Duties and Responsibilities	Provide office management and administrative support
Justification of Position	Staff new Student Success Program pilot project funded by the J.A. and Kathryn Albertson Foundation Inc.

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Position Title	Data Specialist
Type of Position	Exempt
FTE	.5
Term of Appointment	12 months
Effective Date	1/1/2011
Salary Range	\$17,254
Funding Source	Grant Funds
Area/Department of Assignment	Student Services
Duties and Responsibilities	Collect, record, and maintain student and program data; prepare performance reports
Justification of Position	Staff new Student Success Program pilot project funded by the J.A. and Kathryn Albertson Foundation Inc.

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of Geothermal Service Agreement Phase II between Boise State University (BSU) and the City of Boise (the City)

**REFERENCE**

June 2010 Board approved motion to enter into Geothermal Service Agreement (Phase I) with the 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 an extension of the City's geothermal water utility. The proposed agreement calls for extending the geothermal water utility across the University campus to existing campus buildings and to the southeast expansion zone where new facilities are planned as indicated in the campus Master Plan. The Phase II agreement expands on the Phase I agreement that was approved by the Board in June 2010.

The University has gas fueled heating systems in existing buildings and plans to include gas fired boilers in future buildings. This approach allows the University to be an "interruptible" customer for the geothermal systems, in exchange for a discounted service rate. In addition, this approach gives the University the flexibility to use the most cost effective heat source as pricing for natural gas and geothermal thermal water fluctuates over time. The backup gas systems also ensure continued heating service should the geothermal resource be limited at any time in the future.

The University expects to use geothermal water as a long-term, sustainable energy source for heating buildings on campus. In addition, the partnership with the City represents a balanced approach to investment in extending the geothermal distribution system as part of a larger University/City relationship.

**IMPACT**

The City of Boise received a federal grant of \$1,000,000 to assist in funding the system expansion under this project. The federal grant requires local matching funds. Under the proposed agreement, the University will contribute \$410,500 to the project, matching the City's cash contribution. In exchange for its contribution and in recognition of its status as an interruptible customer, the University will receive a long-term rate discount of 20 percent less than the City's established geothermal rates. The University will also receive an additional 22 percent rate

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discount until it recoups all funds invested to support the Phase II pipeline extension and any additional costs incurred to connect geothermal lines to University buildings. The methodology employed to calculate the payback is included as an addendum to the Geothermal Phase II Agreement.

**ATTACHMENTS**

Attachment 1 – Phase II Geothermal Service Agreement

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

This agreement represents Phase II of a project between BSU and the City of Boise first approved by the Board in June 2010. The contract explains that the “second phase of the geothermal extension project is intended to complete a loop connection to the City’s geothermal distribution system and to extend geothermal service from the west to the east end of the BSU campus. The overall purpose of the geothermal service agreements (Phase 1 and Phase 2) between the City and BSU is to permit geothermal service in any and all facilities on the BSU campus when such facilities are constructed or modified to permit the use of geothermal service.” The University stands to realize significant energy costs savings as a result of its ability to tap into the geothermal system. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into the Geothermal Service Agreement Geothermal Extension Project Phase II with the City of Boise as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**GEOHERMAL SERVICE AGREEMENT  
GEOHERMAL EXTENSION PROJECT PHASE 2**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 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, CITY and BSU entered into an agreement dated April 6, 2010, to provide 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 PHASE 1 AGREEMENT; and

WHEREAS, in the PHASE 1 AGREEMENT, BSU agreed to become an interruptible service customer of CITY; and

WHEREAS, CITY has obtained federal funding for a second phase of work to further extend geothermal service to the BSU campus, hereafter called the PROJECT or PHASE 2; and

WHEREAS, the federal funding for PHASE 2 is in the form of a grant to CITY from the Department of Energy (DOE); and

WHEREAS, the DOE grant agreement requires a 50 percent (50%) local share (as defined below) in the funding of the PROJECT; and

WHEREAS, CITY and BSU have agreed to share equally in funding the local share of the funding of the PROJECT; and

WHEREAS, BSU and CITY desire to enter into an agreement to define the terms and conditions for the provision of the second phase of geothermal service to BSU, including the provision of geothermal service to at least two facilities located on the BSU campus, and to establish rates and future costs associated with the provision of the second phase of geothermal service by CITY to BSU.

NOW, THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

**A. GEOTHERMAL EXTENSION PROJECT, PHASE 2**

The second phase of the geothermal extension project is intended to complete a loop connection to the CITY's geothermal distribution system and to extend geothermal service from the west to the east end of the BSU campus. The overall purpose of the geothermal service agreements (Phase 1 and Phase 2) between CITY and BSU is to permit geothermal service in any and all facilities on the BSU campus when such facilities are constructed or modified to permit the use of geothermal service. Notwithstanding the foregoing, CITY and BSU intend that each facility so constructed or modified will possess an alternative non-geothermal heating source.

**B. LOCAL SHARE OF PROJECT FUNDING PROVIDED BY CITY AND BSU**

It is anticipated that the direct "out of pocket" costs for the PROJECT to be provided by BSU and CITY will be approximately four hundred ten thousand five hundred dollars (\$410,500) for BSU and four hundred ten thousand five hundred dollars (\$410,500) for CITY, as set forth in the project budget included herewith as Exhibit 1. Notwithstanding the foregoing, to the extent that BSU incurs additional costs to extend the geothermal distribution system and construct service lines external to the facilities to receive geothermal service pursuant to this Agreement before BSU has received the full pay back amount (as defined below), those costs shall serve to increase the total amount of BSU's local share of project funding.

BSU shall reimburse CITY for amounts owed for BSU's local share of project funding. CITY agrees to provide to BSU, at least sixty (60) days prior to requesting payment from BSU, a proposed schedule outlining the timing of payments to CITY for BSU's share of project funding. In order for CITY to obtain BSU's share of project funding, CITY shall generate a billing or billings based on actual project expenditures, and shall forward each billing to BSU. Based on the information contained in each billing, BSU shall pay its local share (one-half of the local share of the expenditures) to CITY.

**C. CONSTRUCTION OF FACILITIES**

BSU shall be responsible for the construction or modification of the facilities so as to permit the use of geothermal service in such facilities, including but not limited to the installation of all pipelines internal to the facility. Except as provided in Section F, CASCADED USE OF WATER, CITY shall be responsible for construction of the second phase of the geothermal distribution system and service lines to the building to be served. Service lines to the building shall be constructed by CITY up to a distance of five feet from the exterior of building wall nearest the mechanical room as identified by BSU or other location mutually agreed upon by CITY and BSU. The location for the installation of the second phase of the geothermal distribution system on the BSU campus shall be mutually agreed upon by CITY and BSU. CITY agrees to consult with BSU about the schedule for the construction of the second phase of the geothermal distribution system on the BSU campus.

**D. DELIVERY OF WATER AND SERVICE LIMITATIONS**

Subject to the limitations set forth below, CITY will commit to provide the volume of geothermal supply water necessary to service the BSU facilities that are constructed or modified to use geothermal service under this Agreement.

Consistent with its agreement in the PHASE 1 AGREEMENT, BSU agrees to maintain an alternative non-geothermal heating system in each of the BSU buildings constructed or modified to use geothermal service under this Agreement. BSU further 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 provided pursuant to this Agreement due to aquifer concerns, legal actions, permit limitations or other reasons as necessary to properly operate the 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. CITY will not interrupt BSU's service prior to BSU's receiving the full payback amount (as defined below) to pursue a more profitable customer.

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). 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 service 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 geothermal service provided to facilities constructed or modified pursuant to this Agreement (and excluding geothermal service provided to the six buildings identified in the PHASE 1 AGREEMENT), BSU will receive an additional twenty-two percent (22%) discount. This 22% discount (in addition to the 20% discount for interruptible service defined in the prior paragraph of this Agreement) will be in effect until the total cost avoided by BSU through its use of geothermal service rather than natural gas service equals the amount contributed by BSU for its portion of the local share funding (the "appropriate payback amount").<sup>1</sup> The total cost avoided by BSU will be calculated on an annual basis pursuant to the methodology as illustrated in Exhibit 3.<sup>2</sup> When the total cost avoided by BSU equals the appropriate payback amount, the additional 22% discount will terminate. The 20% discount for interruptible service will remain in effect for the remainder of the term of this Agreement.

During the payback period, after adjusting for the conversion of geothermal therms and pricing to natural gas therms and pricing using the conversion methodology in Exhibit 3, the CITY will not increase the rate charged for geothermal service to BSU above the Intermountain Gas Company GS-1 Rate.<sup>3</sup>

#### **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's 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 discounts identified in Section E, RATES, REIMBURSEMENT AND CREDITS TO BSU. In such an event, a BTU meter for measurement of the cascaded water shall be installed on the piping connecting the impacted buildings/facilities. Cascaded use shall not be considered re-metering or sub-metering as described in Section R, SOLE USE OF SERVICE.

<sup>1</sup> The "appropriate payback amount" shall equal the amount paid by BSU as its local share of the project funding (estimated as the \$410,500 contribution from BSU, plus the additional cost incurred by BSU to extend the geothermal lines to any of the buildings being constructed or modified to use geothermal service under this Agreement (and excluding the six buildings identified in the PHASE 1 AGREEMENT)).

<sup>2</sup> BSU and CITY shall meet, on an annual basis in late-August or early-September, to determine the total cost avoided by BSU pursuant to the methodology set forth in Exhibit 3.

<sup>3</sup> The intent of this section is to prevent the payback period from being extended due to increases in geothermal prices relative to natural gas prices.



**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 meters 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. FUTURE STATUS OF BSU AS AN INTERRUPTIBLE SERVICE CUSTOMER**

This Agreement is based on the understanding that BSU is and will be an interruptible service customer of CITY, and that existing buildings, if so modified, and future buildings, if so constructed, on the BSU campus will receive interruptible service for the foreseeable future. Future considerations, such as the cost of natural gas relative to the cost of geothermal service, new knowledge about the capacity of the geothermal aquifer, or the economics of maintaining a back-up source of heat for each building on the BSU campus, could result in a determination by BSU to become a fully or partially non-interruptible service customer of CITY. This Agreement shall not be construed to preclude an agreement between CITY and BSU whereby BSU becomes a fully or partially non-interruptible service customer of CITY.

**I. COMPLIANCE WITH LAWS**

In designing, constructing, and installing the geothermal distribution system within or external to 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.

**J. 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.

**K. 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.

**L. 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.

**M. ENTIRE AGREEMENT/MODIFICATION**

This Agreement constitutes the full, complete, and entire agreement between CITY and BSU for the second phase of geothermal service to BSU facilities, 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.

**N. 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.

**O. BINDING ON SUCCESSORS**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

**P. 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.

**Q. 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.

**R. 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**

**CITY OF BOISE CITY**

By: \_\_\_\_\_  
Stacy Pearson  
Vice President, Finance and Administration

By: \_\_\_\_\_  
David H. Bieter  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SO AUTHORIZED:**

**ATTEST:**

**IDAHO STATE BOARD OF EDUCATION**

**CITY CLERK**

By: \_\_\_\_\_  
[NAME]  
[TITLE]

By: \_\_\_\_\_  
John E. Faw  
Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1: PROPOSED BUDGET

EXHIBIT 2: SAMPLE EASEMENT LANGUAGE

EXHIBIT 3: METHODOLOGY FOR ANNUAL CALCULATION OF COST  
AVOIDED BY BSU THROUGH USE OF GEOTHERMAL SERVICE

**Project Costs Translation for Grant, Out of Pocket and Use for Cash Flow Projection**

Exhibit 1

<b>Item</b>	<b>Full Costs for Grant</b>	<b>Federal Share</b>	<b>Out of Pocket Costs City and/or BSU</b>	<b>Costs for Cash Flow Projection</b>
Personnel				
a. Administration	\$29,711	\$14,856	\$0	\$0
b. Inspection	\$30,382	\$15,191	\$336	\$30,382
Fringe				
a. Administration	\$10,399	\$5,200	\$0	\$0
b. Inspection	\$10,634	\$5,317	\$118	\$10,634
Supplies	\$6,000	\$3,000	\$3,000	\$6,000
Contractural	\$1,773,936	\$886,968	\$886,968	\$1,773,936
Construction	\$0	\$0	\$0	\$0
Indirects	\$241,938	\$69,469	(\$69,469)	\$0
<b>Total</b>	<b>\$2,103,000</b>	<b>\$1,000,000</b>	<b>\$820,952</b>	<b>\$1,820,952</b>
			Less Federal Share	\$1,000,000
			Local Share	\$820,952
			Individual Share (City and BSU)	\$410,476

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

**Methodology for Annual Calculation of Cost Avoided by BSU through Use of Geothermal Service**

(using sample numbers and incorporating assumptions set forth below)

<b>Cost when heated with geothermal service</b>		<b>Building A</b>	<b>Building B</b>	<b>Building C</b>	<b>Building D</b>	<b>Totals</b>
	Total geothermal use (in gallons)	5,000,000	5,400,000	6,100,000	600,000	
Multiplied by	Rate per gallon	\$0.00383	\$0.00383	\$0.00383	\$0.00383	
Equals	Cost (without discount)	\$19,150	\$20,682	\$23,363	\$2,298	
Less	Savings from Interruptible Discount (20%)	\$3,830	\$4,136	\$4,673	\$460	
Less	Savings from Repayment Discount (22%)	\$4,213	\$4,550	\$5,140	\$506	
	<b>Cost per building</b>	<b>\$11,107</b>	<b>\$11,996</b>	<b>\$13,551</b>	<b>\$1,333</b>	
<b>Subtotal - for geothermal service</b>						<b>\$37,986</b>

<b>Cost if heated with natural gas</b>		<b>Building A</b>	<b>Building B</b>	<b>Building C</b>	<b>Building D</b>	<b>Totals</b>
	Therms based on actual geothermal use (total geothermal use multiplied by .407 therms per 100 gallons of geothermal use)	20,350	21,978	24,827	2,442	
Divided by	Equipment efficiency	75%	75%	75%	75%	
Equals	Equivalent natural gas use	27,133	29,304	33,103	3,256	
Multiplied by	Gas rate - large volume discount (\$/therm)	\$0.86	\$0.86	\$0.86	\$0.86	
	<b>Cost per building</b>	<b>\$23,335</b>	<b>\$25,201</b>	<b>\$28,468</b>	<b>\$2,800</b>	
<b>Subtotal - estimated cost for natural gas service</b>						<b>\$79,805</b>
<b>Total cost avoided by BSU for year through the use of geothermal vs. natural gas</b>						<b>\$41,819</b>

**ASSUMPTIONS**  
 \*\* 50° F change in temperature of water through geothermal side of heat exchange equipment  
 \*\* Geothermal delivers 0.407 therms/100 gallons with 50° F change in temperature of water on geothermal side  
 \*\* Gas boiler system efficiency per manufacturers' documented ratings, with 75% efficiency assumed  
 \*\* Under section E of the Agreement, for comparing the geothermal rate to the Intermountain Gas GS-1 rate, a 75% efficiency of gas fired equipment is assumed

**METHODOLOGY - to calculate actual cost avoided by BSU through use of geothermal vs. natural gas**

- 1) Determine total geothermal used (in gallons) per building
- 2) Multiply by rate per gallon of geothermal use
- 3) Apply 20% discount for being an interruptible service customer
- 4) Apply 22% discount to reimburse for local share of funding
- 5) Add each building cost for total cost of geothermal for year
- 6) Calculate therms per year to meet building need by multiplying actual geothermal usage (gallons) by .407 therms per 100 gallons
- 7) Divide by equipment efficiency (use manufacturers' documented ratings, or 75% efficiency assumed)
- 8) Multiply by gas rate for large volume discount customers (\$/therm)
- 9) Compare actual cost of geothermal to estimated cost of natural gas to determine cost avoided by BSU

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 17, 2010**

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**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.

Consistent 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, and discontinuations from Idaho's public colleges and universities that were approved between October 2010 and January 2011 by the Executive Director.

**ATTACHMENTS**

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

Page 3

**BOARD ACTION**

I move 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  
FEBRUARY 17, 2010**

**Academic Programs  
Approved by Executive Director  
October 2010 – January 2011**

<b>Boise State University</b>
Bifurcate the existing Master of Arts in Education, Curriculum & Instruction option Physical Education Pedagogy program into two programs :
<ul style="list-style-type: none"> <li>• Master of Science in Physical Education Pedagogy</li> <li>• Master of Kinesiology in Physical Education Pedagogy</li> </ul>

<b>Idaho State University</b>
Physician Assistant Post-Graduate Certificate in Emergency Medicine
<b>Other Non-substantive Changes</b> (does not require approval but is required to notify OSBE per policy III.G.)
Change name of existing degree: MS, General Interdisciplinary to Interdisciplinary Studies

<b>University of Idaho</b>
No programs submitted or approved by Executive Director during this time
<b>Other Non-substantive Changes</b> (does not require approval but is required to notify OSBE per policy III.G.)
Change name of existing option: Food and Bioprocess Engineering to Bioenergy Engineering

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

<b>Program Activity</b>	<b>Institution</b>
Add two new options to the Computer Applications and Office Technology program: <ul style="list-style-type: none"> <li>• Computer Applications</li> <li>• Virtual Assistant</li> </ul>	<b>NIC</b>
Addition of a Nuclear Operations Technology Program	<b>ISU</b>

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**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**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 December 2010 Board meeting. Since that meeting, Board staff has received twenty-three (23) permits from Boise State University, five (5) permits from Idaho State University, twelve (12) permits from the University of Idaho and one (1) permit from Lewis-Clark State College.

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 \_\_\_\_\_

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**CONSENT AGENDA  
FEBRUARY 17, 2011**

<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY December 2010 – December 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Oak Ridge Boys Christmas Concert	Morrison Center	12/2/10
Keynetics Holiday Party	Stueckle Sky Center	12/3/10
Rodney Carrington Comedy	Morrison Center	12/3/10
IBR Holiday Party	Stueckle Sky Center	12/8/10
Moreton Holiday Party	Stueckle Sky Center	12/9/10
Nutcracker Ballet	Morrison Center	12/10-11/10
Idaho Timber Christmas Party	Stueckle Sky Center	12/14/10
Moffatt Thomas Law Firm Employee Christmas Dinner	Stueckle Sky Center	12/15/10
Football Coaches Club Holiday Social	Stueckle Sky Center	12/17/10
Messiah Boise Philharmonic	Morrison Center	12/18/10
Private Tented Party for 2010 Humanitarian Bowl	Practice Field, Bronco Stadium	12/18/10
Governor's Dinner	Stueckle Sky Center	1/8/11
Black Tie & Boots Ball	SUB	1/8/11
Grease-Broadway in Boise	Morrison Center	1/14-15/11
Bronco Primetime	Stueckle Sky Center	1/20, 2/17, 3/17 & 4/21/11
Magic of Mozart-Boise Philharmonic	Morrison Center	1/22/11
Legislative Welcome Back Dinner	Stueckle Sky Center	1/26/11
IDT's Winter Performance	SUB	1/28-29/11
Conf: Gyrfalcons and Ptarmigan in a Changing World Reception	SUB	1/31 & 2/1/11
Blue Cross of Idaho 2011 Legislative Dinner	Stueckle Sky Center	2/15/11
Boise Fire Dept Awards Banquet	Stueckle Sky Center	2/18/11
Waddell & Reed Dinner Meeting	Stueckle Sky Center	5/3/11
George/Tumanjan Wedding	Stueckle Sky Center	12/10/11

**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**APPROVED ALCOHOL SERVICE AT  
IDAHO STATE UNIVERSITY  
January 2011 – February 2011**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Memorial Service Reception	Stephens Performing Arts Center	1/14/11
Winterfest	Stephens Performing Arts Center	1/28/11
ISU Foundation Fall Board Dinner	Stephens Performing Arts Center	2/24/11
Gem Legacy Dinner	Stephens Performing Arts Center	2/25/11
Chocolate Extravaganza	SUB	2/26/11

**CONSENT AGENDA  
FEBRUARY 17, 2011**

<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO December 2010 – April 2011</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Holiday Dinner at the Davenport	Davenport/Spokane	12/9/10
Jeff Olson Retirement Party	Commons	12/15/10
Faculty Retreat Reception	Albertson Gallery	1/10/11
President's Reception for Strategic Plan Steering Committee	Executive Residence	1/20/11
Faculty Gathering- Interdisciplinary Research Reception	Whitewater/Clearwater	1/21/11
Auditorium Chamber Sponsors Dinner	Prichard Art Gallery	1/26/11
UI Alumni Board Foundation Reception	UI Boise Legacy Pointe	1/28/11
Boise City Club	UI Boise Legacy Pointe	2/8/11
Red Carnation Dinner	Kibbie Dome	2/25/11
Lionel Hampton Jazz Festival & Related Events	Kibbie Dome	2/25-26/11
President's Reception	President's Residence	2/26/11
Mom's Weekend Wine & Cheese Tasting	Silver & Gold, Appaloosa, Pend Oreille & Chief's Rooms	4/15/11

**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE  
January 2011**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Center for Arts & History VIP Event	Center for Arts & History	1/14/11

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
FEBRUARY 17, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>PRESIDENTS' COUNCIL REPORT</b>	Information Item
2	<b>BOISE STATE UNIVERSITY ANNUAL REPORT</b>	Information Item
3	<b>IDAHO DIVISION OF VOCATIONAL REHABILITATION ANNUAL REPORT</b>	Information Item
4	<b>IDAHO COMMISSION FOR LIBRARIES</b>	Information Item
5	<b>IDAHO PROFESSIONAL TECHNICAL EDUCATION – DENNIS TECHNICAL EDUCATION CENTER PRESENTATION</b>	Information Item
6	<b>IDAHO PUBLIC CHARTER COMMISSION ANNUAL REPORT</b>	Information Item
7	<b>SCIENCE, TECHNOLOGY, ENGINEERING AND MATH INITIATIVES REPORT</b>	Information Item
8	<b>CENTER FOR ADVANCED ENERGY STUDIES – BY-LAWS</b>	Motion to Approve
9	<b>BOARD GOVERNING POLICY AND PROCEDURES – FIRST READING I.J.</b>	Motion to Approve
10	<b>BOISE STATE UNIVERSITY – NAMING FORMER EAST JR. HIGH SITE DONA LARSEN PARK</b>	Motion to Approve
11	<b>IDAHO STATE UNIVERSITY – FACULTY GOVERNANCE REVIEW UPDATE</b>	Information Item

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Boise State University (BSU) Annual 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 BSU 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.

President Kustra will provide a 15-minute overview of BSU's progress in carrying out the University's strategic plan.

**IMPACT**

BSU's strategic plan drives the University'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 State Board of Education, the Division of Financial Management and the Legislative Services Office.

**BOARD ACTION**

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Presidents' Council Report

**BACKGROUND/ DISCUSSION**

President Burton Waite, President of Eastern Idaho Technical College and current Chair of the Presidents' Council will give the bi-monthly report for the Presidents' Council and answer questions.

The Idaho Higher Education Presidents' Council met on November 2, 2011 using video conferencing technology. This was an internet based system which had no additional cost to the institutions. The use of this technology for the meetings worked well.

The legislative luncheon was moved to February 2, 2011 in the Crystal Ballroom. Scott Anderson from Zion's Bank Corporation spoke. The President's Council met following the legislative luncheon.

The next regular meeting will be held on March 1, 2011 by video conference. If there is a need to meet about an item before that time a special meeting will be called.

**BOARD ACTION**

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

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**SUBJECT**

Division of Vocational Rehabilitation (IDVR)

**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 IDVR to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Dr. Michael Graham, Administrator of the Division of Vocational Rehabilitation, will provide an overview of the Division of Vocational Rehabilitation progress in carrying out the agencies strategic plan including:

- Who do we serve
- Where are they placed
- Current productivity
- Post-secondary educational placements
- Budget status and reduction impact
- Challenges
- Coping mechanisms and successes

**ATTACHMENT**

Attachment 1 – PowerPoint Presentation

Page 3

**BOARD ACTION**

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

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# Vocational Rehabilitation

*One of three agencies of the State Board of Education*

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Presented to:  
Idaho State Board of Education  
By:  
Dr. Michael Graham, Administrator

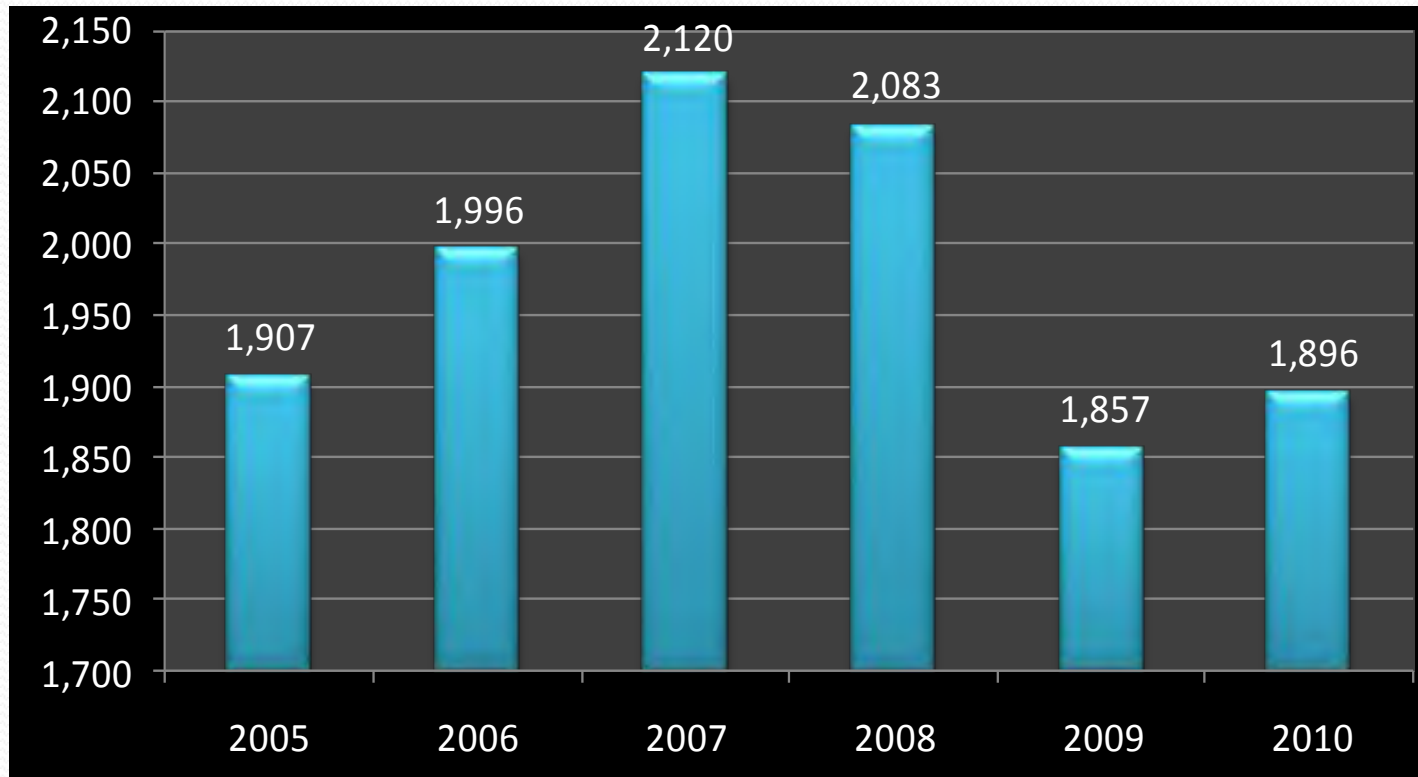
# PURPOSE



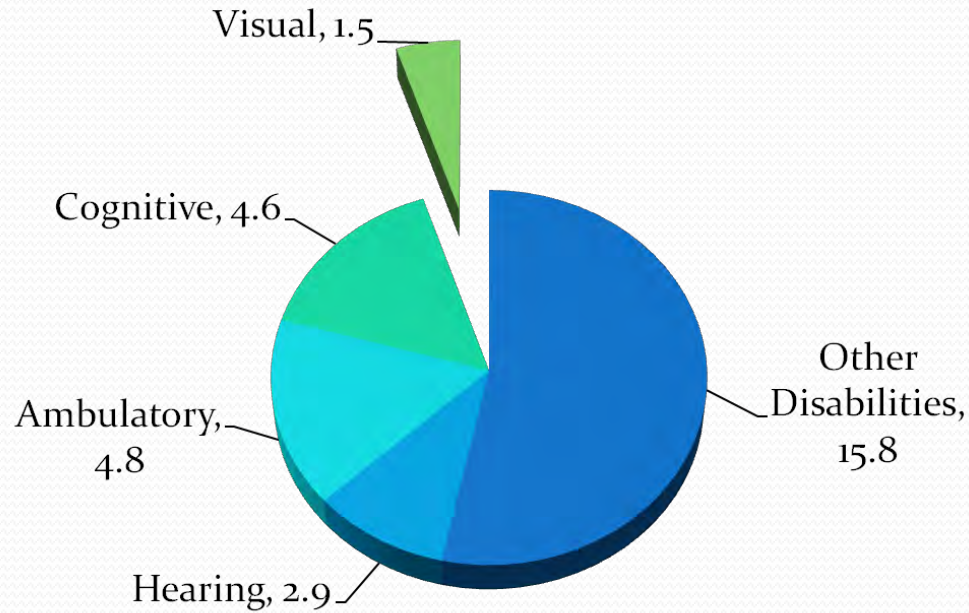
To provide services needed for individuals with all types of disabilities excepting visual impairments and blindness to achieve gainful employment resulting from services.



## Successful Rehabs



## Disabilities by Percentage 2008



Disabled Persons equal 29.6% of the total Idaho Population ages 21 to 64 per Cornell University: *Disability Status Report Idaho 2008*

## Budget 2012

Vocational Rehabilitation:	\$19,536,200
Council on the Deaf and Heard of Hearing:	\$ 130,300
End-stage Renal Disease (PSK):	\$ 403,500
Extended Employment Services:	<u>\$ 3,366,000</u>
Total:	\$23,436,000

## Council on Deaf and Heard of Hearing

- Budget is \$130,300
- Challenges
  - Experiencing budget declines
  - Equipment old
  - Short on Capital & Operational Funds

## Coping Strategies

~~~

- Furlough
- Vacant FTPs
- EES Study Group
- Job Club
- Stimulus Funds

## Alternative Funding Sources

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- Re-evaluation of Financial Needs Assessment (FNA)
- Third Party Agreement
  - Idaho Educational Services for the Deaf and Blind (IESBD)
  - Idaho Educational Services for the Deaf and Blind (IESBD)

# Program Structure

## Budget Cuts

	Peak 2008	% Decrease	Proposed
● EES:	\$ 4,237,100	21%	\$ 3,366,000
● Renal Disease:	\$ 649,700	38%	\$ 403,500
● Epilepsy:	\$ 70,300	100%	\$ -0-
● VR:	\$ 3,398,400	10%	\$ 3,049,200

## MOE Shortfall/Deficit

- FY2010 \$141,366
- FY2011 estimated \$197,693

# Areas of Risk

- Reverting Federal Funding
- Oregon and Utah receive additional funds re-allotted by Idaho
- MOE
- Loss of Funds causing failure to meet Performance Standards and Indicators
- Inability to pay competitive wages
- Growing waiting lists
- 22% decrease in Client Service Funds
- Threat of decrease of productivity

# Questions and Comments



**IDAHO COMMISSION FOR LIBRARIES (ICFL)**

**SUBJECT**

An overview of the Idaho Commission for Libraries' federal ARRA Broadband Technology Opportunity Program (BTOP) grant project, *online @ your library*

**BACKGROUND/DISCUSSION**

The Commission's project partners include many State Board of Education agencies and institutions. The project expands broadband access and computing capacity in 40% of Idaho's least connected public libraries. In all 141 public library locations, it will expand the scope and reach of services and online resources that support education, workforce development, and e-government.

**IMPACT**

Idaho's schools, Adult Basic Education programs, higher education institutions, as well as public libraries have extensive new online resources through the LiLI Portal ([www.lili.org](http://www.lili.org)) to support informal learning for students of all ages, job skills and adult basic education for the unemployed, and e-government services for all Idaho residents.

**ATTACHMENTS**

Attachment 1 – *online @ your library* brochure

Page 3

**BOARD ACTION**

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

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Idaho  
 Commission  
 for Libraries

Winter 2011



**BTOP Budget**

Federal funds: \$1,907,531  
 Matching funds: 942,815\*  
 Total budget: \$2,850,346

\*Over 20% project match provided by the Bill & Melinda Gates Foundation, augmented with in-kind and resource contributions from ICfL and key partners, including the Idaho Department of Labor, Idaho Public Television, and Idaho Professional-Technical Education.

**BTOP Award Period**

August 2010 to July 2012

For more information about the BTOP project "online @ your library" visit <http://libraries.idaho.gov/online>

"'online @ your library' connects people in rural areas with the resources they need for developing job skills, seeking employment, and accessing many other government and education services. The success of this program is critical for Idaho's future."

- Idaho Department of Labor Director Roger B. Madsen

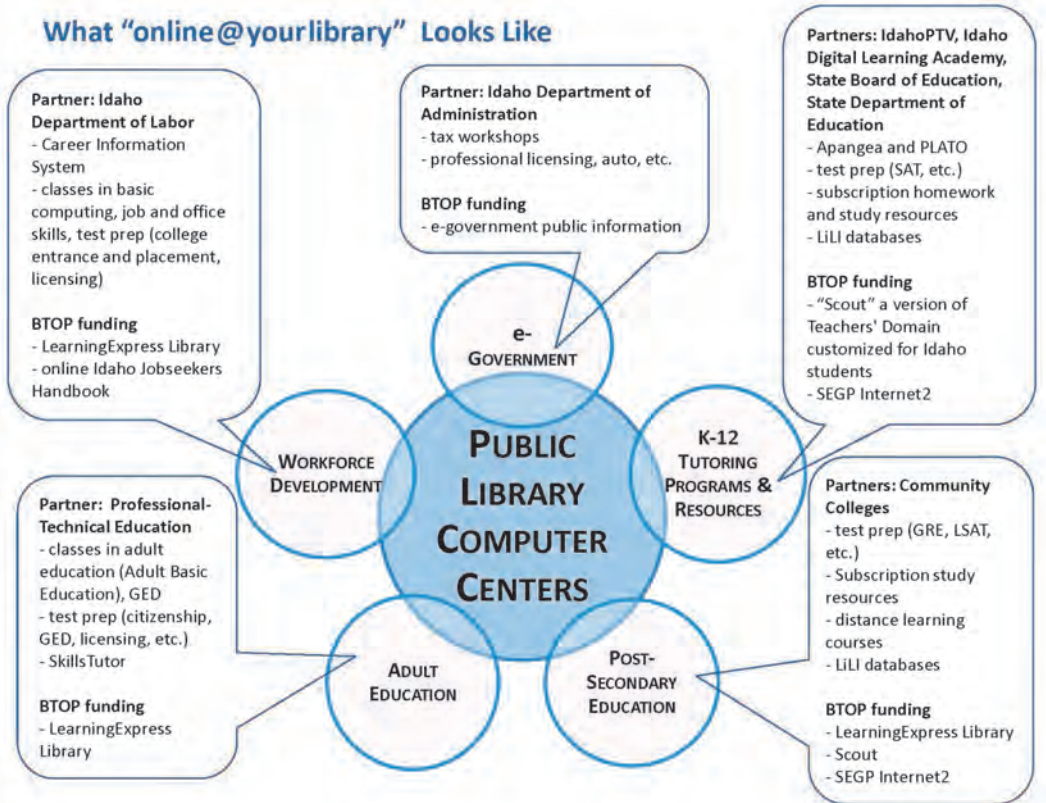


**Idaho Public Libraries Public Computer Center BTOP Project**

The Idaho Commission for Libraries received a federal American Recovery and Reinvestment Act (ARRA) Broadband Technology Opportunities Program (BTOP) award in the Public Computer Center category from the National Telecommunications and Information Administration.

Over 69% of public libraries in Idaho report that they are the only free public Internet access point in their communities. With 141 locations in Idaho, public libraries as public computer centers are in a unique position to extend the reach of agencies providing services in workforce development, education, and e-government.

**What "online@yourlibrary" Looks Like**





### What the BTOP grant covers

- Cost of expanding broadband connectivity in at least 55 public libraries
- Cost of expanded connectivity and bandwidth during the two-year grant period for these public libraries
- Cost of new computers for public access computing in these public libraries
- New statewide online resources:
  - LearningExpress Library
  - Scout (Teachers' Domain for library use)
  - Internet2 SEGP
  - Idaho Jobseekers Handbook
- Direct cost of delivering training to public library staff
- Grant project management

### Project Partners

- Department of Labor
- Professional-Technical Education
- Idaho Public Television
- State Board of Education
- State Department of Education
- Idaho Regional Optical Network (IRON)
- The Bill & Melinda Gates Foundation
- National Telecommunications and Information Admin.



### BTOP Project Objectives

- Expand the scope and reach of services in education, workforce development, and e-government to all Idahoans.
- Expand access to the Internet and provide free access to informal learning resources for children, job skills and adult basic education for the unemployed, and e-government services for all Idaho residents.

### Determining participating libraries Connectivity speed

Low connectivity speed is the first factor in defining the candidate pool for the computer and connectivity upgrades. Public libraries that have current connectivity of 4 Mbps or less are included.

### Demographic criteria

Public libraries that serve higher percentages of (BTOP-defined) "vulnerable populations" are included.

### Expectations

#### The Commission and BTOP project partners will:

- coordinate to leverage existing state online resources related to the needs of the under-employed and students.
- deliver training to public library staff on E-Rate, public computer center maintenance, and online services.
- coordinate public information about public access computing in libraries, BTOP project online services, and workshops in public library computer centers.

IdahoPTV will produce and deliver statewide public information delivered as broadcast spots and <http://IdahoPTV.org> web content, targeting kids and parents as well as adult learners and workers.

### BTOP Project Strategies

- Expand broadband capacity in 40% of Idaho's least connected public libraries.
- Upgrade public computing resources in those libraries.
- Expand online resources statewide.
- Provide library-based workshops centered around online resources.
- Publicize online library resources and free public access at the library.
- Ensure sustainability.

### Sustainability

After review of the RFPs from Internet and telecommunications providers, the projected costs and abilities of the candidate libraries to sustain those costs when the BTOP project is complete will provide the final filter for determining the participating libraries.

### Participating public libraries will:

- expand their Internet connectivity bandwidth and the number of computers available to the public.
- host workshops in partnership with the Regional ABE Center and the Idaho Department of Labor, introducing adults to online resources.
- provide staff who are familiar with Libraries Linking Idaho (LiLI) portal online resources and trained to maintain their public computing centers.
- consider E-Rate funding as a strategy for sustaining their public computing centers.



## @online your library®

Bringing new databases and online educational services to Idahoans

Most resources are available to all Idaho residents and can be accessed through the LiLI portal at <http://lili.org/>.



**LearningExpress Library™**

LEARNING CENTERS

- Elementary School
- Middle School
- High School
- College Preparation
- College Students

STUDENTS

- GED Preparation
- Job Search & Workplace Skills
- Jobs & Careers
- Skill Building for Adults
- U.S. Citizenship
- Recursos para Hispanohablantes and more...

[www.learningexpresslibrary.com](http://www.learningexpresslibrary.com)

## New Online Resources Available through the LiLI Portal

### LearningExpress Library

Available Now

LearningExpress Library provides over 800 up-to-date test-preparation and skill-building resources, helping both students and adults prepare for a wide range of academic and career-oriented exams as well as improve basic skills in reading, writing, and math. In addition, job-skills tutorials are available to assist in creating a great resume, honing interviewing techniques, and improving business communications.

Patrons also have the option of selecting from more than 150 e-book titles to help learners of all ages prepare for success.

The platform includes self-paced study, instant scoring, and diagnostic feedback and can be accessed from any computer that has an Internet connection.

### How to Access LearningExpress Library

All users must be authenticated as Idaho residents; accessing LearningExpress Library through the LiLI Portal at <http://lili.org> accomplishes this.

Users accessing LearningExpress Library for the first time will need to create a personal login and password. That personal login can be used when accessing LearningExpress Library from any web-accessible computer.

LiLI - Libraries Linking Idaho

Help | About Us | Find a Library | Idaho Commission for Libraries | Idaho.gov

# IDAHO LiLI DATABASES

Libraries Linking Idaho

LiLI connects you with credible resources.  
This portal is your link to full-text articles from magazines, professional journals, newspapers, and reference books free to all Idaho residents. More on LiLI...

Powered by ProQuest

Search for articles now  
Jump right in with the keyword search below or browse for a specific database in the sidebar.

Go

LiLI Program News

- ICFL Conducting Study of LiLI Database Program — 17 Aug 2010, 12:15pm
- LiLI Databases Calendar Year 2009 Usage Report — 19 Jan 2010, 4:03pm
- LiLI Databases - Changes for 2010 — 6 Oct 2009, 2:35pm

Find Books Anywhere

Search All Idaho Libraries and beyond

Limit results to:  
Idaho Libraries

Advanced Search

BROWSE WITH WorldCat

More news

online @ your library®

LEARNINGEXPRESS  
Apangea Learning  
PLATO  
Maxx Learning Library

Find Resources for:  
Job Seekers  
High school and Middle School Students  
See all online @ your library resources

Browse Databases By:

Subject

- Academics
- Books and Book Reviews
- eBooks
- Genealogy
- Health and Wellness
- Legal
- Reference
- Students - Elementary
- Testing
- Auto Repair
- Business
- Computers
- Education
- General Subjects
- History
- Newspapers
- Science
- Students - Secondary
- War & Military

More subjects...

LiLI Portal at <http://lili.org/>

**@online  
@your library®**

Bringing new databases and online educational services to Idahoans



**ICfL Mission**

The Idaho Commission for Libraries assists libraries to build the capacity to better serve their clientele.

**ICfL Board of Commissioners**

Jim Fullerton  
John Held  
Bruce Noble  
Larry Weeks  
Sara Staub

**State Librarian**  
Ann Joslin

325 West State Street  
Boise, Idaho 83702  
208-334-2150  
800-458-3271  
<http://libraries.idaho.gov>



**Student Tutorials and Programs Available through the LiLI Portal**

**“Scout” (a version of Teachers’ Domain customized for Idaho students)**

*Coming in Summer 2011*

This digital media service for student use from Idaho Public Television and WGBH Boston will offer thousands of media resources for student use that support state and national education standards. In addition to including award winning resources from NOVA, Frontline, American Experience, and other national productions, Idaho Public Television is customizing this service with Idaho resources, such as its award-winning fourth grade history series; its science program for elementary students, Dialogue for Kids; and catalogued video segments highlighting Idaho’s natural resources and history.



**Apangea Learning’s Apangea Math: Grades 4-8, Algebra 1, and Geometry**

*Available Now*

Apangea Math—an online, supplemental math tutoring program—provides students with instruction, access to live certified teachers, and a motivation program with rewards for working on math problems.

Previously, only schools assigned passwords to students. Since November 2010, staff members at public libraries have the ability to create student accounts and assign passwords. Apangea Math can be accessed from school, home, or public library.



**Internet2 K20 Initiative (SEGP)**

*Coming in Summer 2011*

Internet2 offers a unique collection of online museums, field-trips, and other resources available only through libraries and K-12 institutions.



**PLATO Learning**

*Available Now*

PLATO Learning provides self-paced intervention and remedial solutions for 9–12 students in language arts, mathematics, and reading curriculum aligned to the Idaho Achievement Standards and Idaho Student Achievement Test (ISAT). A school-assigned password is required to use PLATO at the public library.

Apangea Math and PLATO are available for Idaho students through a partnership with Idaho State Department of Education.



**IDAHO PROFESSIONAL-TECHNICAL EDUCATION**

**SUBJECT**

Dehryl A. Dennis Professional-Technical Education Center AED Recognition

**BACKGROUND/DISCUSSION**

The Dehryl A. Dennis Professional-Technical Education Center in Boise, Idaho, became the first secondary school in the U.S. to achieve status as an AED Recognized Secondary School for its heavy diesel technology program in late October. The award culminated a five-year certification process led by Dennis Center faculty, industry advisors and Idaho State University College of Technology, AND College of Western Idaho (CWI) Division of Professional-Technical Education.

Under the joint direction of the Boise and Meridian school districts, the Dehryl A. Dennis Technical Education Center provides Ada County students with workforce skill development and a seamless transition to active participation in economic and community roles. The Dennis Technical Education Center serves 900 students from 15 area high schools throughout Boise, Meridian and Kuna School Districts. High school counselors assist students to develop educational plans (Programs of Study) that emphasize technical training as a career component of their high school studies. This year, four (4) students went to CWI from the Dennis Center. CWI's Tech Prep agreement consists of two (2) classes (8 credits) for the Heavy Duty Truck Technician program and one (1) class (4 credits) for the heavy Equipment Technician program.

Dennis Center instructors are industry certified and bring a wealth of experience to the classroom. Their focus is to prepare students for transition to post-secondary training and careers beyond high school. Dennis Center instructors emphasize employability skills and professionalism in the work place. The partnership with the Dennis Center and CWI has resulted in shared equipment and resources between programs and a school shadowing program for the Dennis Center students to spend up to three (3) days their Junior and Senior year at the CWI program. Partnerships are the vital link between our school and Treasure Valley business and industry as they prepare students to succeed in today's work environment.

**ATTACHMENT**

Attachment 1 – Press Release

Page 3

Attachment 2 – Brochure

Page 5

**BOARD ACTION**

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

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◆NEWS RELEASE◆

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**BSD'S DENNIS PROFESSIONAL-TECHNICAL  
EDUCATION CENTER RECEIVES NATIONAL RECOGNITION**

Boise, ID -- 10/26/2010 -- The Associated Equipment Distributors (AED) Foundation has named the Dehryl A. Dennis Professional-Technical Education Center as the first secondary school in the United States to achieve status as an AED Recognized Secondary School for its Heavy Duty Diesel Technology Program.

This national recognition will allow Dennis Center students to advance to additional training offered at diesel programs throughout Idaho, the region and nation. The award culminates a five-year certification process led by Dennis Center faculty and industry advisors, and Idaho State University College of Technology.

During a ceremony held on Thursday, October 21, 2010, **Steven A. Johnson**, Executive Director of Associated Equipment Distributors (AED) Foundation, presented an award to Dennis Center Heavy Duty Diesel Technology Instructor **Ron Martinez**.

“This is the first recognition of its kind that we have done in the United States,” said Johnson. “It is significant because what this means is that the Dennis Center’s Heavy Duty Diesel Technology Program offers courses that are tied directly to industry standards. That fact allows Dennis Center students to move seamlessly into a post-secondary program that is also AED accredited.”

Johnson says the national recognition comes at a good time because he predicts there will be a shortage of heavy duty diesel technology technicians. “When the U.S. economy re-bounds, and industry begins to hire again, we will see an increased demand for diesel technicians. Therefore, it’s really important that we get students interested in these types of careers and be able to meet industry’s demands for these skilled technicians.”

Dennis Center Instructor **Ron Martinez** agrees the national recognition will open a world of possibilities for his students. “The AED program means more opportunities for our students because they will graduate from our program with more knowledge and be better prepared to transition smoothly into an AED accredited college here in Idaho and across the United States,” said Martinez. “This national accreditation will also give our students an upper hand in competing for future job opportunities.”

Dennis Center students, like **Steven Cantrell**, a senior at Borah High School, are confident the national recognition will help him realize his career goal of becoming a heavy duty diesel technology technician.

“This national industry-standard certification opens up a whole new world for me and other students here in the Dennis Center,” explained Cantrell. “Industry representatives know the value of having a nationally certified program here in Boise and so they have responded by providing us with brand new equipment, like a 2010 Kenworth semi-truck and backhoes. This new equipment helps us train a lot better and positions us to move directly into college level program, in addition to being able to participate in job-shadow opportunities with industry representatives.”

**Max Mohr**, a senior from Borah High School, has his sights set on becoming a police officer working as a commercial fleet inspector for the police department.

“I think it’s amazing that we get to work on brand new vehicles,” said Mohr. “I thought we would be working on donated used equipment but this new equipment provides us with an opportunity to work on the next generation of vehicles that we will be working on once we get into the industry.”

This is the 6<sup>th</sup> year of the Heavy Duty Diesel Technology Program offered at the Boise School District’s Dehryl A. Dennis Professional-Technical Education Center. For the last three years, students enrolled in the program have taken first place at the State Heavy Duty Diesel Technology competition. Last year, students enrolled in the Dennis Center program took the top five positions in the state competition. In the national competition, Dennis Center students took third place in the Heavy Duty Diesel Technology competition. With the AED certification, the Dennis Center becomes the only secondary school in Idaho and the entire Nation to earn this national industry accreditation.

#### **About the Dehryl A. Dennis Professional-Technical Education**

The Dehryl A. Dennis Professional-Technical Education Center provides Ada County students with workforce skill development and a seamless transition to active participation in economic and community roles. The Dennis Technical Education Center serves students from 15 area high schools throughout Boise, Meridian and Kuna School Districts. Dennis Center instructors are industry certified and bring a wealth of experience to the classroom. Their focus is to prepare students for transition to post-secondary training and careers beyond high school. Dennis Center instructors emphasize employability skills and professionalism in the work place.

Partnerships are the vital link between our school and Treasure Valley business and industry as we prepare students to succeed in today's work environment. Log on to [http://www.boiseschools.org/schools/tech\\_center/](http://www.boiseschools.org/schools/tech_center/) to learn more or call 854-5810 for further information.

**About the Associated Equipment Distributors Foundation**

The Associated Equipment Distributors Foundation is an international trade association representing companies involved in the distribution, rental and support of equipment used in construction, mining, forestry, power generation, agriculture and industrial applications.

###



## Heavy Duty Diesel

### FACTS ...

- Employment opportunities are available with a variety of diverse companies including trucking, logging, mining, and construction firms, general and specialty repair shops, dealerships, and government agencies.
- Associated Equipment Distributors (AED) Foundation approved Dennis Center for accreditation.
- The number of jobs for diesel service technicians and mechanics is projected to grow about as fast as average.

### Abilities, Skills, and Knowledge

#### ABILITIES

- Hand-eye coordination and the ability to lift 50 lbs.
- Tolerate fumes, solvents, and oils
- Work in a team setting without supervision
- Critical thinking skills and ability to troubleshoot
- Top physical condition, good driving record

#### SKILLS

- Read and understand specifications, and diagrams
- Use the four basic math operations in US standard and metric systems
- Self-motivator, positive effort and attitude, excellent attendance
- Work safely in an automotive shop environment
- Access information by computer

#### KNOWLEDGE

- Have an understanding of mechanical technology, electrical systems and electronics, English, and basic computer controls

## Fact Sheet

### Career Opportunities Include:

- Diesel Technician
- Shop Owner or Manager
- Instructor at a Technical College or High School HD Diesel program
- Military Fleet Specialist
- Service Manager/Shop Foreman

### Graduates of this program have been employed by:

- Trebar/Kenworth
- Western States (CAT)
- Rush Trucking
- Independent truck shops
- Idaho Army National Guard
- Idaho Sand and Gravel



### Employment Outlook & Salary Source: Department of Labor

#### Salary Ranges

<u>OCCUPATION</u>	<u>Years of Education Needed</u>	<u>Openings per year</u>	<u>Entry Salary (per hr.)</u>	<u>ID Avg. Salary (per hr.)</u>	<u>NW Avg. Salary (per hr.)</u>	<u>U.S. Avg. Salary (per hr.)</u>
Service Tech	2	300	\$10	\$18	\$22	\$20
Shop Foreman	2	150	\$18	\$22	\$35	\$40
Supervisor	2	50	\$25	\$38	\$42	\$50
Shop Owner	2	10	\$16	\$18	\$22	\$60

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
FEBRUARY 17, 2011**

**Dennis  
Center  
Course  
Offerings**

**Heavy Duty Diesel Overview:**

<b>PROGRAM/YEARS</b>	<b><u>CREDITS</u> <i>(2 hr. block)</i></b>	<b><u>WEEKS</u></b>
<b>Auto Tech/HD Diesel 1</b>	4	36
<b>HD Diesel 2</b>	4	36
<b>HD Diesel 3</b>	4	36

**Program Description:**

- **Auto Tech/HD Diesel 1**—introduction to: careers, tools, equipment, use of manuals, safety, fluid maintenance, fundamentals of engine construction. Course is a building block for ASE Certified auto program.
- **Heavy Duty Diesel 2 & 3**— will cover diesel specific diagnostics, service, hydraulic repair, electrical, preventative maintenance inspection (PMI), brakes.
- Hands-on approach with extensive training on mock-ups, functional vehicles and equipment.
- Shop rules and safety are crucial.

**Job Shadowing Opportunities:**

- Trebar/Kenworth
- Idaho Sand & Gravel
- Independent Truck shops
- Knife River
- Six States
- Rocky Mountain Cummins
- Rush Trucking
- Western States (CAT)
- College of Western Idaho
- Arnold Machinery

**Program Costs:**

Students are required to purchase the following at an estimated cost of: \$25.00

- Coveralls

**Program Selection Criteria:**

Students are selected using the following criteria:

- Attendance
- Highest math level achieved
- Disciplinary actions
- Cumulative GPA
- Other: application, recommendations

**Post-Secondary Education:**

Tech Prep is a technical and academic post-secondary preparation program that enables students to earn college credits while still in high school. Tech Prep connects learning to career pathways and prepares students with technical skills, knowledge, and attitudes to enter high skill, high wage, or high demand occupations.

**Transportation:**

- Bus transportation is provided to and from the home high school to off-campus sites. Students who are completing an internship must provide their own transportation.

**Contact Us:**

For more information about the programs offered by the Dennis Center, please contact us at:

Dennis Technical Education Center  
Kyle Kallmeyer, Principal  
8201 West Victory Road  
Boise, Idaho 83709  
208-854-5812

**or visit us at:** [http://www.boiseschools.org/schools/tech\\_center.html](http://www.boiseschools.org/schools/tech_center.html)

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Idaho Public Charter School Commission Update

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-5213, Idaho Code

**BACKGROUND/DISCUSSION**

Idaho Public Charter School Commission (PCSC) Chairman William Goesling and PCSC staff will update the Board on the status of Idaho's public charter schools and the PCSC. Topics will include:

1. Growth of the public charter school movement and its impact on the PCSC;
2. The value offered by public charter schools as part of Idaho's public education system;
3. Public charter school oversight procedures and effectiveness; and
4. Upcoming opportunities and challenges faced by public charter schools and the PCSC.

Cindy Hoovel, administrator of the PCSC-authorized Garden City Community School, will summarize the successful innovations applied by GCCS to overcome extensive fiscal and academic challenges faced during the school's early years.

**IMPACT**

Information item only.

**ATTACHMENTS**

Attachment 1 – Public Charter Schools Fact Sheet	Page 3
Attachment 2 – Idaho Public Charter School List (by Authorizer)	Page 4
Attachment 3 – Academic Performance of Idaho Charter School Students, excerpt from 2009 study by Northwest Regional Educational Laboratory	Page 6
Attachment 4 – Descriptive Analysis of Academic Performance in Idaho Virtual Charter Schools, excerpt from 2010 study by Education Northwest	Page 16

**STAFF COMMENTS AND RECOMMENDATIONS**

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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# IDAHO STATE BOARD OF EDUCATION

## Public Charter Schools | FACT SHEET

### TOTAL STATE SUPPORT FOR PUBLIC CHARTER SCHOOLS

FY07	FY08	FY09	% Change from FY07 to FY09
\$49,081,811.19	\$58,021,127.43	\$66,692,785.25	35.9%

### NUMBER OF PUBLIC CHARTER SCHOOLS

	2009-2010	2010-2011	2011-2012
District-Authorized	14	15	15
IPCSC-Authorized	22	25*	30
<b>Total</b>	<b>36</b>	<b>40</b>	<b>45</b>

It is anticipated that 4-6 new public charter schools will be approved each year for the foreseeable future. If present trends continue, most or all of these will be authorized by the Idaho Public Charter School Commission (IPCSC).

### PUBLIC CHARTER SCHOOL ENROLLMENT (K-12)

	2009-2010	2010-2011	2011-2012**
District-Authorized	5,048	5,521	5,521
IPCSC-Authorized	9,439	10,691	12,340
Brick & Mortar	10,311	11,484	13,133
Virtual	4,176	4,728	4,728
<b>Total</b>	<b>14,487</b>	<b>16,212</b>	<b>17,861</b>

Over 10,500 students are currently enrolled in public charter schools authorized by the IPCSC. If this were the enrollment of a school district, such district would be the fifth largest in Idaho.

### PUBLIC CHARTER SCHOOL COMMISSION PROGRAM BUDGET

	FY 2009 (actual)	FY 2010 (actual)	FY 2011 (budgeted)
Personnel Costs	\$79,113	\$100,366	\$102,017
Operating Expenditures	\$11,084	\$22,121	\$41,736

Increased operating budgets are reflective of the additional travel and meeting time required for the oversight of an expanding number of schools, but are insufficient for ideal development of improved systems and standards. The IPCSC's most critical need at this time is for additional personnel time and specialization to implement best practices in charter school authorizing.

Nationwide, authorizers average 1 full-time equivalent (FTE) per 5.3 schools.\*\*\* The IPCSC currently authorizes 30 public charter schools but has only 1.5 FTE. To match average staffing levels, the IPCSC should have 5.67 FTE.

\*Three new IPCSC schools opened, one existing IPCSC school closed, and one school transferred from district to IPCSC.

\*\*These estimates are based on enrollment caps contained in charters approved but not yet open, and do not reflect the anticipated expansion of existing schools.

\*\*\*Source: The State of Charter School Authorizing 2009 Annual Report, National Association of Charter School Authorizers.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**FEBRUARY 17, 2011**

IDAHO PUBLIC CHARTER SCHOOLS (by Authorizer)

<b>Number</b>	<b>Name (Active Schools Only)</b>	<b>Year</b>	<b>Location</b>	<b>Grades</b>	<b>Method</b>	<b>Authorizer</b>
1	Anser Charter School	1999	Boise	K-8	Expeditionary Learning	Boise SD
2	Coeur d' Alene Charter Academy	1999	Coeur d'Alene	6-12	College Prep	Coeur d'Alene SD
3	Sandpoint Charter School	2001	Sandpoint	6-8	Project-Based	Lake Pend Oreille SD
4	Meridian Medical Arts Charter High School	2003	Meridian	9-12	College Prep	Meridian SD
5	Meridian Technical Charter High School	1999	Meridian	K-12	College Prep	Meridian SD
6	North Star Charter School	2003	Eagle	K-9	Harbor	Meridian SD
7	ARTEC Charter School	2005	Twin Falls	9-12	Prof Tech	Minidoka SD
8	Moscow Charter School	1999	Moscow	K-6	Arts & Tech	Moscow SD
9	Idaho Arts Charter School	2005	Nampa	K-12	Arts Focus	Nampa SD
10	Payette River Technical Academy	2010	Emmett	9-12	Non-Traditional	Emmett SD
11	Pocatello Community Charter	1999	Pocatello	K-8	Harbor	Pocatello SD
12	Upper Carmen Public Charter School	2005	Carmen	K-5	General	Salmon SD
13	Thomas Jefferson Charter School	2004	Caldwell	K-10	Harbor	Vallivue SD
14	Idaho Distance Education Academy	2004	Deary	K-12	Distance Ed	White Pine SD
15	Owl Charter Academy	2010	Nampa	K-8	Multi-Sensory	Nampa SD
1	Academy at Roosevelt Center, The	2006	Pocatello	K-8	Harbor	PCSC
2	Another Choice Virtual School	2010	Treasure Valley	K-12	Virtual, Special Needs	PCSC
3	Blackfoot Community Charter Learning Center	2000	Blackfoot	K-6	Brain-Based	PCSC
4	Compass Public Charter School	2005	Meridian	K-9	Harbor	PCSC
5	Falcon Ridge Public Charter School	2005	Kuna	K-8	Harbor	PCSC
6	Garden City Community School	2006	Boise	K-8	Adlerian	PCSC
7	Heritage Academy	2011	Jerome	K-6	Schoolwide Enrichment	PCSC
8	Heritage Community Charter School	2011	Caldwell	K-12	Classical	PCSC
9	Idaho Science and Technology Charter School	2009	Blackfoot	6-8	Science/Tech Focus	PCSC
10	Idaho Virtual Academy	2002	Statewide	K-12	Virtual	PCSC
11	INSPIRE Connections Academy	2005	Statewide	K-11	Virtual	PCSC
12	iSucceed Virtual High School	2008	Statewide	9-12	Virtual	PCSC
13	Kaplan Academy of Idaho	2009	Statewide	6-12	Virtual	PCSC
14	Kootenai Bridge Academy	2009	Coeur d'Alene SD	11-12	Virtual	PCSC
15	Legacy Charter School	2011	Nampa		Harbor	PCSC
16	Liberty Charter School	1999	Nampa	K-12	Harbor	PCSC
17	Monticello Montessori School	2010	Idaho Falls	K-2	Montessori	PCSC
18	North Idaho STEM	2011	Rathdrum	5-8	STEM	PCSC
19	North Valley Academy	2008	Gooding	K-8	Core Knowledge	PCSC

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

**FEBRUARY 17, 2011**

IDAHO PUBLIC CHARTER SCHOOLS (by Authorizer)

20	Palouse Prairie School of Expeditionary Learning	2009	Moscow	K-6	Expeditionary Learning	PCSC
21	Richard McKenna Charter High School	2002	Mountain Home	9-12	Virtual/At Risk	PCSC
22	Rolling Hills Public Charter School	2005	Boise	K-9	Harbor	PCSC
23	Sage International School of Boise	2010	Boise	K-8	Int'l Baccalauriate	PCSC
24	Taylor's Crossing Public Charter School	2006	Idaho Falls	K-10	Harbor	PCSC
25	The Village Charter School	2011	Boise	K-8	Limitless Learning	PCSC
26	Victory Charter School	2004	Nampa	K-10	Harbor	PCSC
27	Vision Public Charter School	2007	Caldwell	K-7	Classical	PCSC
28	White Pine Charter School	2003	Idaho Falls	K-8	Core Knowledge	PCSC
29	Wings Charter Middle School	2009	Twin Falls	6-9	Differentiated	PCSC
30	Xavier Charter School	2007	Twin Falls	K-8	Core Knowledge	PCSC
TOTAL 45						

Three district-authorized public charter schools have closed: Lost Rivers, Renaissance, and Idaho Leadership Academy.			
One PCSC-authorized public charter school has closed: Nampa Classical Academy.			
One district-authorized public charter school was converted to a traditional school in 2008-2009: Hidden Springs.			
Two district-authorized public charter schools have transferred to PCSC authorization.			

## ACADEMIC PERFORMANCE OF IDAHO CHARTER SCHOOL STUDENTS

To examine the academic performance of charter school students in comparison with students in non-charter public schools in Idaho, we analyzed two sets of statewide assessments: the Idaho Standards Achievement Tests and the Direct Mathematics and Writing Assessment.

In order to compare student testing scores, students are grouped into the following:

**Charter school students.** Students from 26 “brick and mortar” charter schools included in this study.

**District students.** Other students from the district where those “brick and mortar” charter schools are located, when applicable. (Some of these charter schools are not associated with any school district).

**Non-charter students.** Students from all public schools in Idaho except for those from charter schools or the school for the deaf and blind.

All virtual charter schools, one recently opened “brick and mortar” charter school, and the school for the deaf and blind are not included in any of the three groups described above. We compared student test scores by their grade level, ELL (English language learners) status, ethnicity, special education status, and Title I status (students from low-income families), when these data are available.

### Idaho Standards Achievement Tests

**Idaho Standards Achievement Tests (ISAT)** are a series of multiple-choice tests in reading, mathematics, and language usage in grades two through 10. The ISAT was developed in alignment with Idaho content/achievement standards and is offered in the fall and spring of each academic year. The ISAT became a required Idaho State assessment for every public school in 2002. Students’ scores on the ISAT are grouped in the following four levels:

**ADVANCED: Exceeds standards.** The student demonstrates through knowledge and mastery of skills that allow him/her to function independently above his/her current educational level.

**PROFICIENT: Meets standards.** The student demonstrates mastery knowledge and skills that allow him/her to function independently on all major concepts and skills related to his/her educational level.

**BASIC: Below standards.** The student demonstrates basic knowledge and skill usage but cannot operate independently on concepts and skills related to his/her educational level. The student requires remediation and assistance to complete tasks without significant error.

**BELOW BASIC: Below Standards.** The student demonstrates significant lack of skills and knowledge and is unable to complete basic skills or knowledge sets without significant remediation.

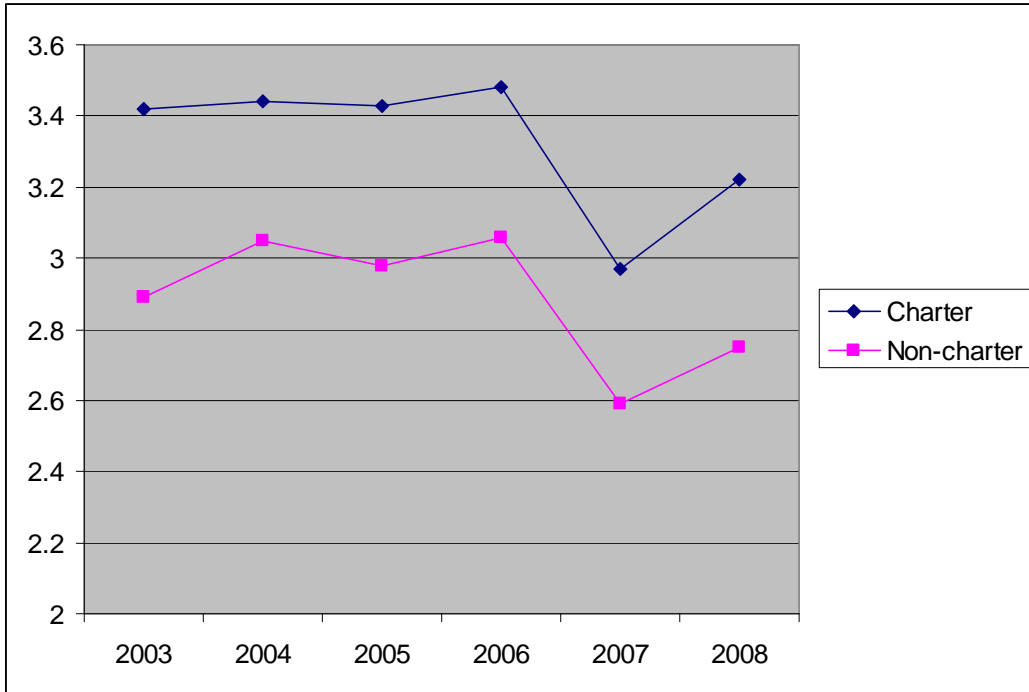
We have coded "Advanced" as 4, "Proficient" as 3, "Basic" as 2, and "Below Basic" as 1 in the following presentation of charter students' testing scores on ISAT in comparison with non-charter students in the state.

### **ISAT Scores on Language Usage, Mathematics, and Reading**

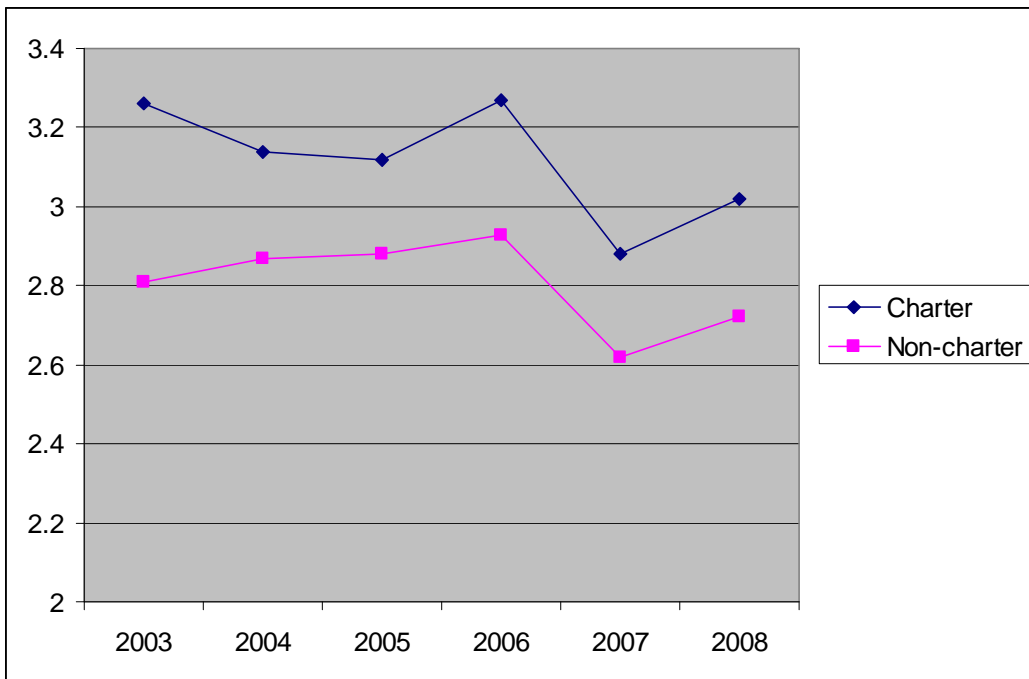
We have data available for third- through eighth-graders and 10th-graders who participated in ISAT in 2003, 2004, 2005, 2006, 2007, and 2008. We found that charter school students, on average, scored higher than non-charter public school students at every grade level mentioned above in language usage, mathematics, and reading. We found similar patterns in our comparisons by ethnicity, ELL status, special education status, and Title I status. We also found exceptions relating to charter school students: Title I students scored lower on language usage in 2008, lower on mathematics in 2004, 2006, and 2007, but higher in 2008, and lower on reading in all the years included; Native Americans in 2008 scored lower on language usage; Native Hawaiians in 2007 scored lower on mathematics; and African Americans in 2005 and Native Hawaiians in 2007 scored lower on reading.

Figures 4 through 12 illustrate charter school student scores on ISAT's language usage, mathematics, and reading in comparison with non-charter students by grade level. (We selected the 10th grade to represent the high school level, eighth grade to represent the middle school or junior high level, and third grade to represent the elementary level.)

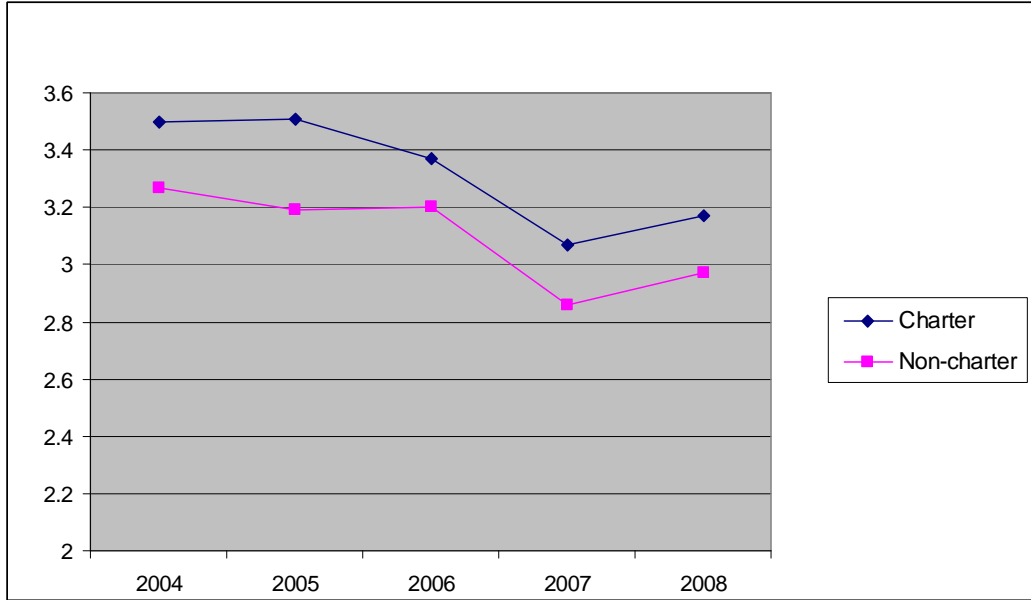
A STATEWIDE STUDY OF "BRICK AND MORTAR" PUBLIC CHARTER SCHOOLS IN IDAHO



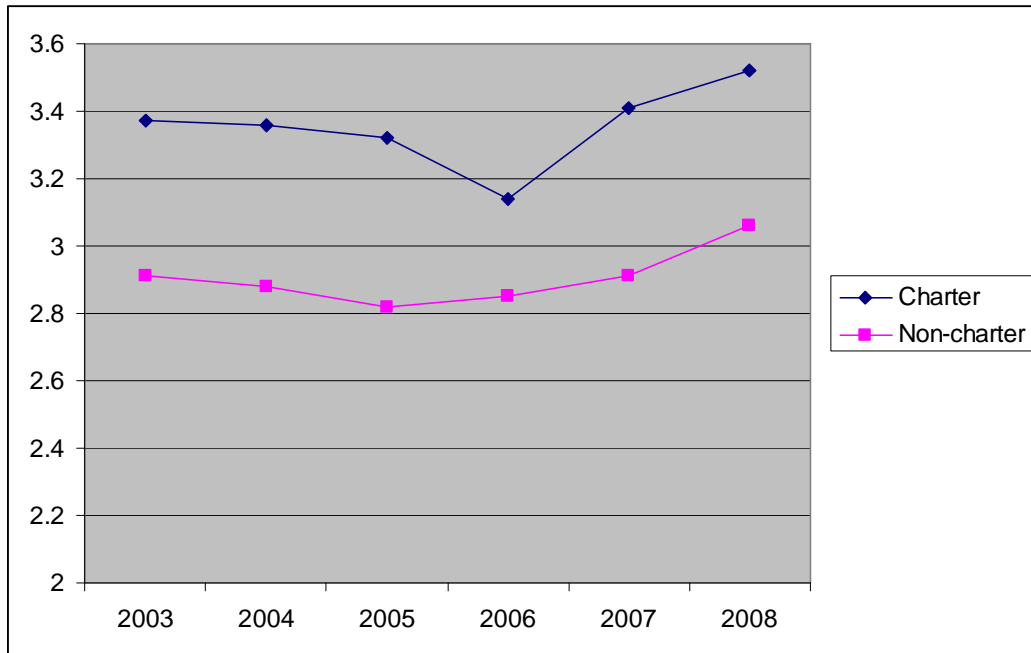
**Figure 4.** 10th-Grade Charter School Student Testing Scores on ISAT Language Usage in Comparison With 10th-Grade Non-Charter Public School Students



**Figure 5.** Eighth-Grade Charter School Student Testing Scores on ISAT Language Usage in Comparison With Eighth-Grade Non-Charter Public School Students.

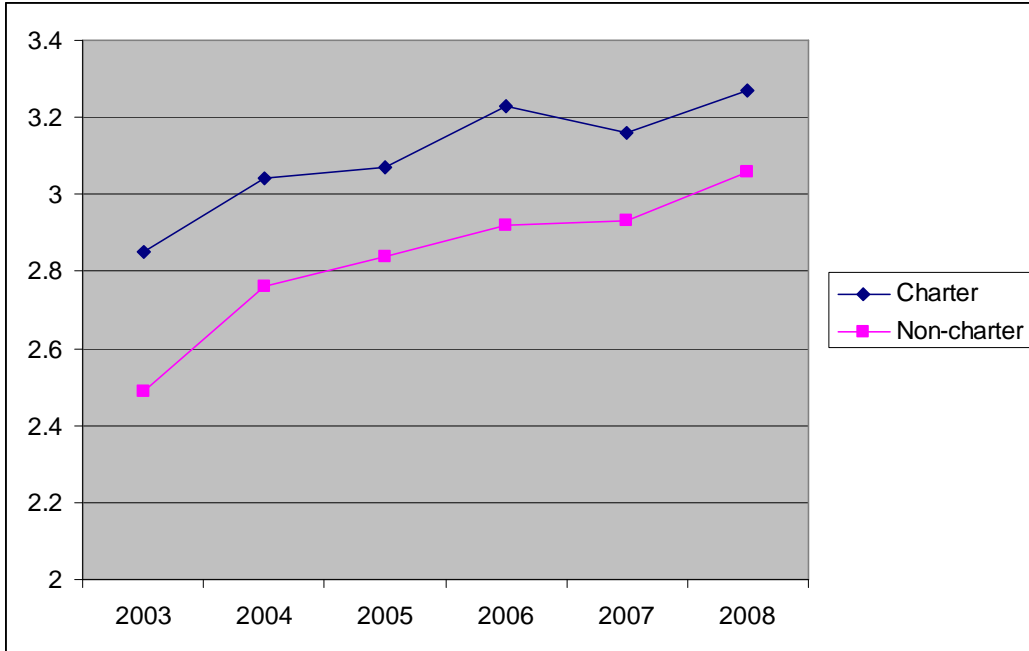


**Figure 6.** Third-Grade Charter School Student Testing Scores on ISAT Language Usage in Comparison With Third-Grade Non-Charter Public School Students.

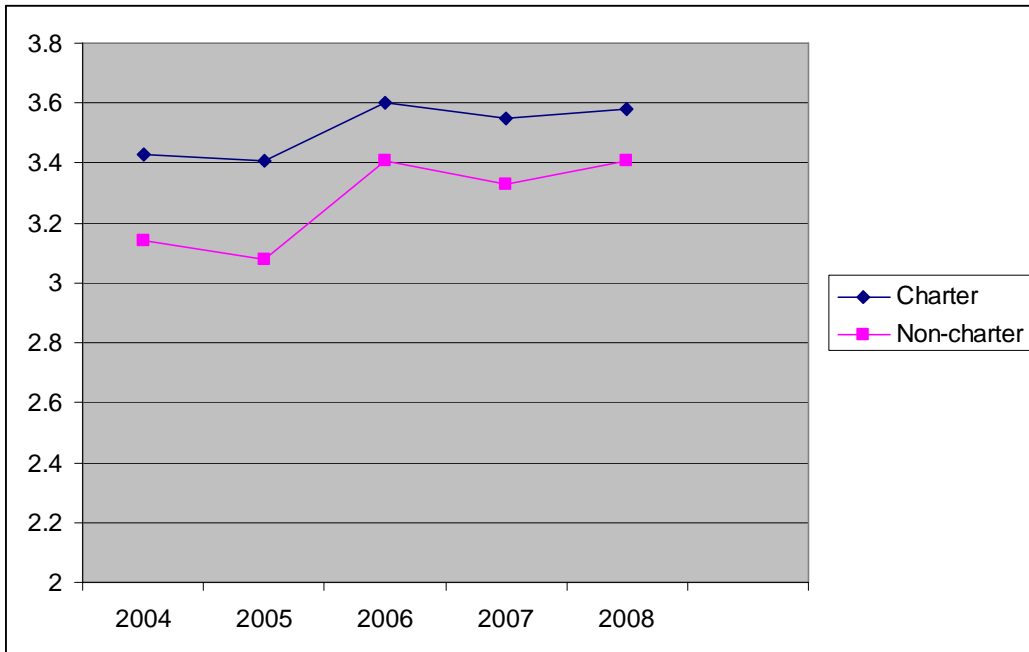


**Figure 7.** 10th-Grade Charter School Student Testing Scores on ISAT Mathematics in Comparison With 10th-Grade Non-Charter Public School Students

A STATEWIDE STUDY OF "BRICK AND MORTAR" PUBLIC CHARTER SCHOOLS IN IDAHO



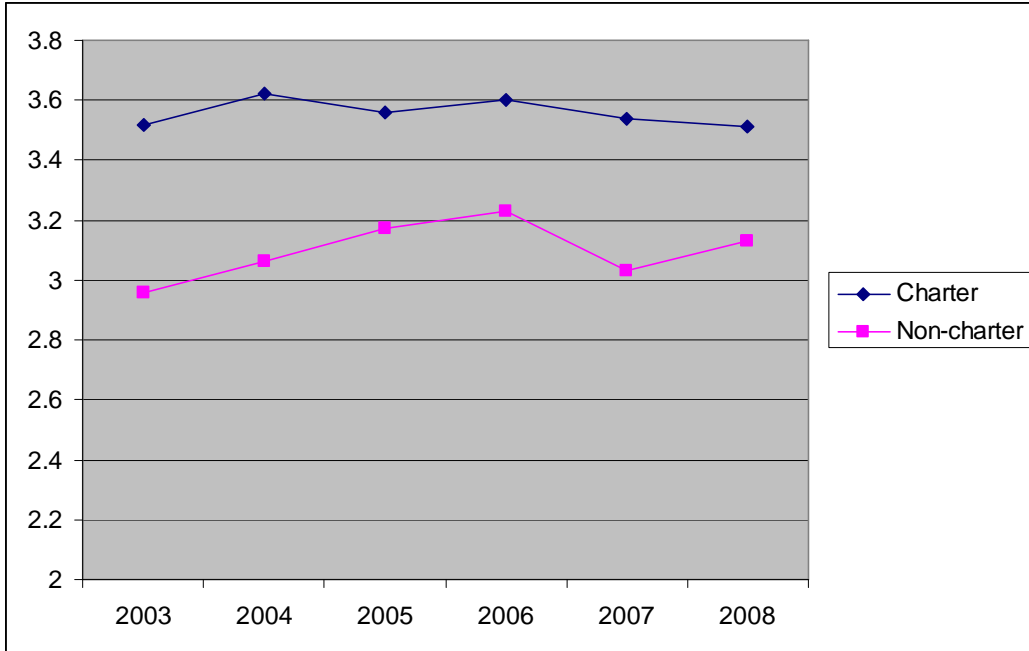
**Figure 8.** Eighth-Grade Charter School Student Testing Scores on ISAT Mathematics in Comparison With Eighth-Grade Non-Charter Public School Students



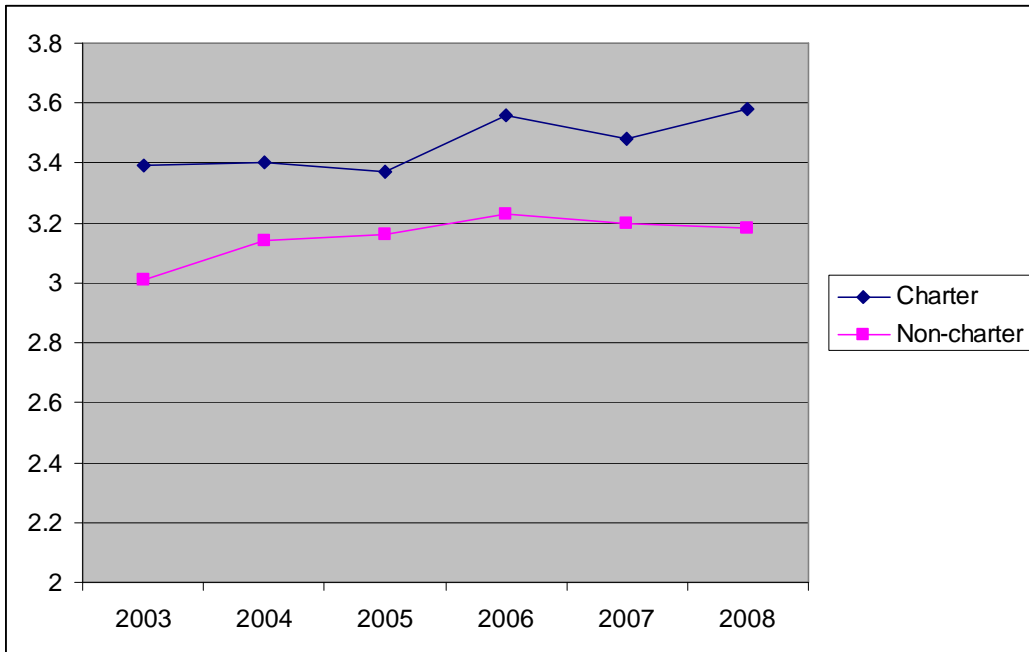
**Figure 9.** Third-Grade Charter School Student Testing Scores on ISAT Mathematics in Comparison With Third-Grade Non-Charter Public School Students



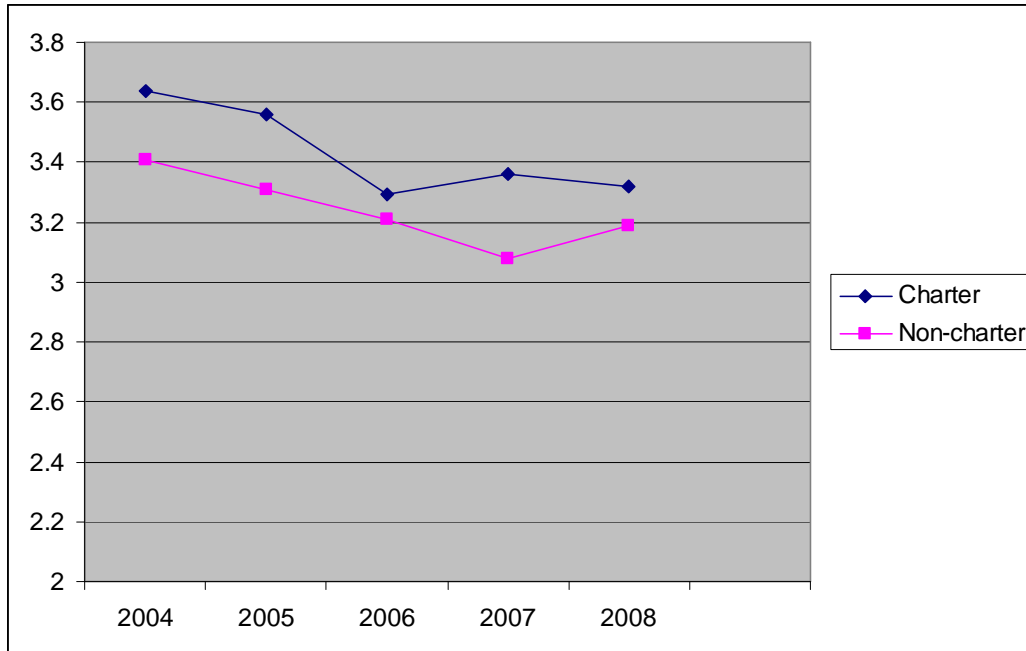
A STATEWIDE STUDY OF "BRICK AND MORTAR" PUBLIC CHARTER SCHOOLS IN IDAHO



**Figure 10.** 10th-Grade Charter School Student Testing Scores on ISAT Reading in Comparison With 10th-Grade Non-Charter Public School Students



**Figure 11.** Eighth-Grade Charter School Student Testing Scores on ISAT Reading in Comparison With Eighth-Grade Non-Charter Public School Students



**Figure 12.** Third-Grade Charter School Student Testing Scores on ISAT Reading in Comparison With Third-Grade Non-Charter Public School Students

### Direct Writing and Mathematics Assessments

These assessments include the Direct Writing Assessment (DWA) required of all fifth-, seventh-, and eighth-graders and the Direct Mathematics Assessment (DMA) required of all fourth-, sixth-, and eighth-graders enrolled in public schools in Idaho.

The DWA was designed to test the student skills of writing ideas and organization, voices and word choice, and sentence fluency. The student paper in the DWA is scored by a group of language arts teachers from around the state by using a four-point scoring rubric: 4 = Advanced Writing Ability, 3 = Proficient Writing Ability, 2 = Basic Writing Ability, and 1 = Below Basic Writing Ability.

The DMA was designed to test the student's understanding of basic mathematics skills, understanding of the situation in the problem, communication skills associated with mathematics, and processing skills associated with finding the correct answer. The DMA is scored by a group of mathematics teachers from around the state by using the four-point scoring rubric: 4 = Advanced Mathematics Ability, 3 = Proficient Mathematics Ability, 2 = Basic Mathematics Ability, and 1 = Below Basic Mathematics Ability.

**Direct Writing and Mathematics Assessments Scores**

In analyzing students' scores on direct writing and mathematics assessments, we combined Level 4 (Advanced Writing and Mathematics Ability) and Level 3 (Proficient Writing and Mathematics Ability) into one proficiency level. We treated Level 2 (Basic Writing and Mathematics Ability) and Level 1 (Below Basic Mathematics Ability) at the same level as "non-proficient." We compared the percent of charter school students proficient in DWA and DMA with the percent of other non-charter public school students in the same school district each year over a five-year period by grade level. We found the percent of charter school students proficient in DWA and DMA are, in most cases, significantly (.05) higher than the percent of other students in the same school district with relatively high odds ratios (a measure of effect size, describing the strength of association or non-independence between two binary values). See table 14 for a summary.

**Table 14**  
 Percent of Charter School Students Proficient in DWA and DMA in Comparison With  
 Other Students in the Same School District

<b>MATH</b>		<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Grade 4	Charter Students	79%	81%	84%	82%	77%
	District Students	65%	64%	67%	72%	68%
	Odds Ratio	2.0	2.5	2.6	1.8	1.6
	Significant at .05?	Y	Y	Y	Y	Y
Grade 6	Charter Students	56%	57%	66%	63%	65%
	District Students	26%	35%	47%	47%	50%
	Odds Ratio	3.6	2.4	2.2	1.9	1.8
	Significant at .05?	Y	Y	Y	Y	Y
Grade 8	Charter Students	52%	53%	75%	72%	64%
	District Students	38%	49%	60%	61%	53%
	Odds Ratio	1.8	1.2	2.0	1.7	1.5
	Significant at .05?	Y	N	Y	Y	Y

**Table 14 cont.**

<b>WRITING</b>		<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Grade 5	Charter Students	62%	55%	81%	86%	70%
	District Students	46%	38%	75%	77%	65%
	Odds Ratio	1.9	2.0	1.4	1.9	1.2
	Significant at .05?	Y	Y	Y	Y	Y
Grade 7	Charter Students	NA	72%	73%	87%	72%
	District Students	45%	59%	73%	79%	70%
	Odds Ratio	NA	1.8	1.0	1.7	1.1
	Significant at .05?	NA	Y	N	Y	N
Grade 9	Charter Students	73%	87%	87%	91%	81%
	District Students	60%	67%	74%	80%	77%
	Odds Ratio	1.9	3.5	2.4	2.4	1.3
	Significant at .05?	Y	Y	Y	Y	N

Y = Significant at .05 and N = Not Significant at .05; NA = Not Applicable.

### **Supporting Data for Academic Performance**

In addition to examining charter school students’ academic performance on the ISAT and the direct writing and mathematics assessments, we also look at the Adequate Yearly Progress (AYP)\* status as required by the federal No Child Left Behind Act of 2001 and the survey data from staff and students relating their schools’ academic rigor.

Based on the report provided by the Idaho Department of Education, about 79 percent of charter schools in 2007–2008 met the AYP goals while 54 percent of other public schools did so in the same year.

To explore if there is any association between charter school students’ performance on Idaho statewide assessment and curriculum in these schools, charter school students and staff were asked how challenging are English/language arts, science, mathematics, and history/social studies in their schools. Most staff respondents rated these core academic courses as “Very Challenging” or “Somewhat Challenging,” while the majority of student respondents agreed (see table 15).

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\* In Idaho, there are 41 targets to meet in order to make AYP for 2007–2008. AYP is calculated using the on-grade level (NCLB Core Items) portions of the spring ISAT in grades 3 through 8 and the entire 10th-grade ISAT. For more information on AYP in Idaho, please see <http://www.boardofed.idaho.gov/saa/ayp.asp>

**Table 15**  
Staff and Student Ratings on How Challenging Core Academic  
Courses Are in Their Schools

Core Academic Courses	Respondent	Very Challenging	Somewhat Challenging	Total
English/Language Arts	Staff	60.5	38.1	98.6%
	Student	16.7	51.1	67.8%
Science	Staff	51.4	42.8	94.2%
	Student	17.7	46.6	64.3%
Mathematics	Staff	72.3	27.2	99.5%
	Student	24.9	41.6	66.8%
History/Social Studies	Staff	47.2	47.0	94.2%
	Student	17.4	45.8	63.5%

## DESCRIPTIVE ANALYSIS

The following sections of the report present our detailed descriptive analysis relating to:

- Overall trends in ISAT achievement
- Overall trends in Direct Assessment achievement
- Variability of achievement
- Demographic characteristics of virtual charter school students
- Achievement results from ISAT and Direct Assessment
- A matching study of 2009 ISAT and Direct Assessment data

More information on demographics of test participants is included in Appendix A. Percentage of test participants who were proficient on their ISAT and Direct Assessment scores is included in Appendix B. Appendix C includes student ISAT achievement scores on boxplots.

### *Overall Trends in ISAT Achievement*

Figure 1 on the next page shows that from 2004 through 2009 the percentage of students achieving proficiency on the ISAT was lower in virtual charter schools compared to other charter schools and to public noncharter schools (2007 reading is the exception). From 2004 through 2009, there were statistically significant differences in proficiency rates for virtual charter schools and noncharter schools in both math and language arts. In reading, the differences in proficiency rates were statistically significant in 2005, 2006, and 2009. In 2007 reading results reversed the pattern of lower proficiency rates for virtual charter schools; in that year the proficiency rate was higher in virtual charter schools compared to public noncharter schools and the difference was statistically significant.

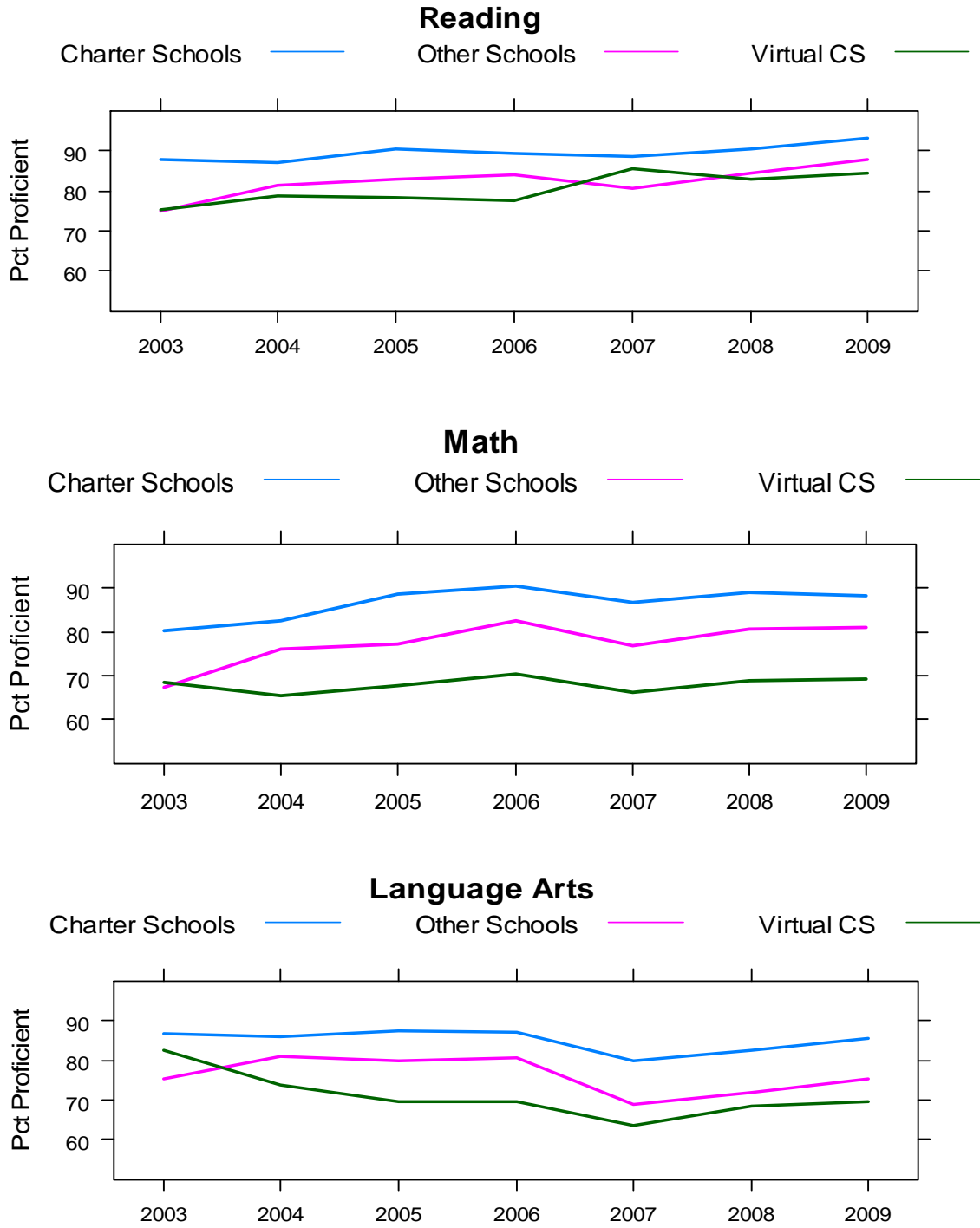


Figure 1. Overall Trends in ISAT Achievement in Reading, Math, and Language Arts

*Overall Trends in Direct Assessment Achievement*

The following figure shows that students in virtual charter schools achieved proficiency on the Direct Assessment in both writing and math at lower rates than students in the other types of schools. The difference between proficiency rates in virtual charter schools and public noncharter schools was not statistically significant in 2004 in either math or writing. However, from 2005 through 2009 differences in proficiency rates for virtual charter schools and public noncharter schools were statistically significant in both subjects.

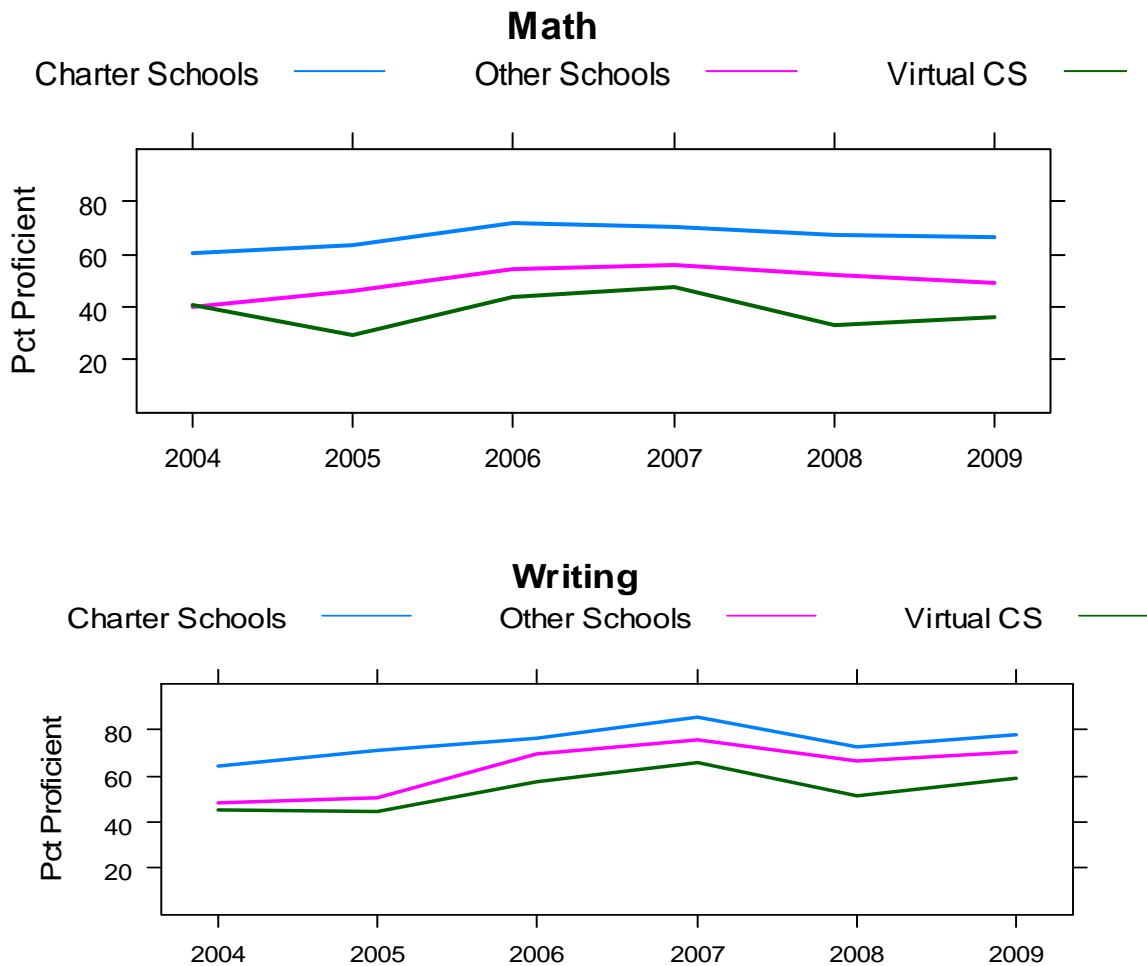


Figure 2. Overall Trends in Direct Assessment Achievement in Math and Writing



**SUBJECT**

iSTEM and the state of STEM in Idaho

**REFERENCE**

April 22, 2010                      Melinda Hamilton, Director of Education Programs for Idaho National Laboratory (INL), presented on the efforts to enhance teacher professional development in the STEM (science, technology, engineering and math) education for grades K-12.

**BACKGROUND/DISCUSSION**

In light of the Idaho State Board of Education Strategic Plan (Goal 1, Objective D Performance Measure – Number of degrees in STEM fields; and Goal 2 – Critical Thinking and Innovation) this discussion will not only give an update on ISTEM but will also attempt to present the myriad of STEM programs and initiatives in our state along with the resources that support them.

STEM has become a universal definition for talking about math, science, technology and engineering. It can be about a separate discipline or it can be multidiscipline based, integrating two or more of the subjects to create project-based experiential learning that leads to higher level thinking. Recently, greater emphasis has been put on achievement in STEM in order to meet the demands of today's world economy. There is also concern that the U.S. is falling behind other countries in the number of students graduating in STEM subjects.

STEM curricula in our K-12 schools continues to grow and evolve. In 2009 the State Board of Education, recognizing the importance of increased STEM learning and achievement, increased the high school graduation requirements in math and science. Starting with the students who entered their 9<sup>th</sup> grade year in 2009, an extra two semesters of both math and science are now required. The State Department of Education has revised the science standards and is working to develop end of course assessments. Mathematical Thinking for Instruction is now required for all elementary teachers and secondary math teachers. Recently the Department (working with institutions of higher education and Barbara Morgan) received a NASA grant to create the Idaho School Aerospace Scholars Program.

iSTEM, led by INL and other key stakeholders is a coordinated statewide effort to advance STEM education in Idaho. A major goal of iSTEM is to establish statewide resource and development centers, one in each of the six regions. The centers will hold summer institutes and will also provide virtual resources and additional professional development opportunities for teachers. Last July iSTEM held its first summer institutes at the College of Southern Idaho and North Idaho College, engaging over 300 educators along with industry representatives to enhance teaching practices that incorporate the STEM areas in problem-based and experiential learning.

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In an effort to increase student achievement in K-12, iSTEM shows much promise as a model for education and industry stakeholders to work collaboratively in creating a structure that provides professional development for our teachers. The end goal is to prepare our children for secondary education in STEM and ultimately, the globally competitive world ahead of them.

A large number and types of credentials achieved in the STEM areas are awarded each year from our postsecondary institutions. This presentation will touch on our public institutions' efforts to create and develop special programs and initiatives through grant funds in STEM areas. Within the state, concerned industry partners like INL, Micron, and HP have done much to support STEM efforts, including hard dollars and in-kind staff support. A major part of STEM grant funding comes through EPSCoR from the National Science Foundation (NSF) and the National Aeronautics and Space Administration (NASA). These funding sources help to define the STEM efforts in our state.

**IMPACT**

Enhance and develop excellence in STEM education for Idaho's future

**STAFF COMMENTS AND RECOMMENDATIONS**

There are a myriad of STEM efforts and programs throughout the state. This presentation will give the Board a broad picture of what has been accomplished and will help to identify areas that may be enhanced through collaboration and or coordination.

**BOARD ACTION**

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

**CENTER FOR ADVANCED ENERGY STUDIES (CAES)**

**SUBJECT**

Center for Advanced Energy Studies By-laws

**REFERENCE**

June 2010	Board approved CAES Line Items for Budget Request.
June 2009	Board approved CAES Line Items for Budget Request.
June 2008	Idaho National Laboratory (INL) provided the Board with an update on the progress of the CAES collaborative. Board approved allocation of the FY09 CAES appropriation.
April 2008	Board postponed allocation of state funding for the CAES project to the June 2008 regular meeting.
November 2006	Board approved the request by Idaho State University to proceed with financing and construction of CAES in combination with funding from INEEL Settlement funds, HUD grants and bond proceeds
December 2005	Board approved motion to proceed with the pre-design/programming for the CAES facility.
August 2005	Board provided information on CAES collaborative
April 2005	Board provided overview of CAES collaborative.

**BACKGROUND/DISCUSSION**

The Center for Advanced Energy Studies (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 a private entity, Battelle Energy Alliance (BEA). CAES integrates resources, capabilities and expertise to create new research capabilities, expand researcher-to-researcher collaborations, and enhance energy-related educational opportunities. From a broad energy perspective that includes fossil, renewable, alternative energy, environmental stewardship, energy policy studies, and a focus on the national renaissance of commercial nuclear power, CAES delivers innovative, cost-effective, credible energy research leading to sustainable technology-based economic development. Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**ATTACHMENT**

Attachment 1 – CAES By-laws

Page 3

**BOARD ACTION**

I move to approve the Center for Advanced Energy Studies by-laws as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Center for Advanced Energy Studies (CAES) Operational Bylaws**

**Definition**

The Center for Advanced Energy Studies (CAES) is collaboration among Idaho State University, Boise State University, the University of Idaho and the Battelle Energy Alliance, LLC, which operates the Idaho National Laboratory for the Department of Energy. CAES was established under the aegis of the Battelle Energy Alliance, LLC, (BEA) as an appropriately constituted business relationship agreed to by the CAES membership for the purpose of accomplishing the CAES mission.

**Mission**

The CAES mission is to become a world class, advanced energy organization, with an emphasis on nuclear energy, recognized for contributions to energy education, research, policy studies and workforce training. Goals include the sustainable development of a secure and affordable energy supply for the Nation, economic development for the region, and protection of the environment.

**Areas of Emphasis**

- Develop shared resources that enhance the capabilities and the competitiveness of the CAES members.
- Participate in educational and research activities that further the CAES mission.
- Share research and education resources as appropriate.
- Secure funding to support and sustain CAES mission accomplishment.
- Provide space, working with BEA/INL as appropriate and to the extent available, for CAES staff, equipment and visitors.

**Organization**

CAES will be managed by a Director who will be hired and employed by BEA.

The Director will be supported by a CAES leadership team composed of an Associate Director from each of the member institutions defined as BEA, University of Idaho, Boise State University, and Idaho State University. The Associate Directors are selected by the home institution in collaboration with the CAES Director. Terms are unspecified. Oversight will be provided by a CAES Advisory Council that consists of the Vice-Presidents for Research from each of the Universities and a designee from BEA. The Advisory Council is chaired by the CAES Director.

The Director, Associate Directors may jointly form ad hoc committees as needed for scientific advice and assistance.

**Duties**

CAES Director: Provide leadership for CAES including the final decision making authority for CAES. The Director is responsible for the activities, management and operation of all aspects of CAES.

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Associate Directors: With the Director, make up the leadership team of CAES who will determine the strategy, programs, projects, initiatives, sub-centers or institutes that will be undertaken by CAES. Associate Directors will ensure integration with each member institution including full and appropriate participation in CAES.

The Leadership team will establish and approve policies, procedures and guidelines as necessary for the conduct of CAES ensuring that such policies, procedures, and guidelines are consistent with CAES Member's contracts with the U.S. Department of Energy, other research sponsors and with any statutory or regulatory requirements.

Advisory Council: Provide advice and direction to ensure that CAES supports each member institution and achieves the CAES mission

**Meetings**

The CAES Leadership team will meet weekly to conduct day-to-day business. The Advisory council will meet twice a year to review progress and provide advice and guidance to the CAES leadership team.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**SUBJECT**

Board Policy I.J. Use of Institutional Facilities and Services – First Reading

**REFERENCE**

June 2010	Board requested the Planning, Policy and Governmental Affairs Committee bring back proposed amendments to Board policy I.J. incorporating longstanding board action regarding the serving of alcoholic beverages on institution property under into I.J.2.b(6).
October 2010	Board approved the first reading of Board policy I.J. incorporating past Board action in regards to the serving of alcoholic beverages in conjunction with pre-game football events.
December 2010	Board requested additional amendments to Board policy I.J. be brought back to the February meeting as a first reading.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.J. Use of Institutional Facilities and Services.

**BACKGROUND/DISCUSSION**

The Board has waived for approximately six (6) years the restriction outlined in Board policy I.J.2.b(6), prohibiting the serving of alcoholic beverages in conjunction with athletic events on campus under specific conditions. The proposed changes to Board policy I.J. incorporate those conditions into the policy, thereby allowing the Board to approve alcoholic beverage permits based on the specified policy rather than waiving the policy entirely. The current Board policy provides specific conditions under which alcohol can be served at institutional facilities for non-athletic events while prohibiting alcohol service at student athletic events. Amendments to this policy would allow alcohol service with Board approval under specific restrictions in conjunction with pre-game home football activities and in the stadium suite areas during home football games. The specified conditions are in alignment with restrictions in place for non-athletic permitted events.

Changes between this reading and amendments presented to the Board at the Regular December meeting include the request by University of Idaho to allow underage children, under the direct supervision of an adult, to be present at these events and to include the restriction that alcohol-making and/or distributing companies cannot advertise at or on institutional facilities, including stadiums.

**ATTACHMENTS**

Attachment 1 –I.J. Use of Institutional Facilities and Services -  
First Reading

Page 3

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed changes incorporate the conditions by which the Board has waived policy I.J. in the past. Changes include language to clarify the conditions under which these permits may be granted, to allow for the specific restrictions currently followed in the stadium suite areas and to allow for the permit currently approved for bowl games. Additional restrictions were added prohibiting alcohol making or serving companies from advertising at institutional facilities including stadiums.

**IMPACT**

Approval of proposed changes would allow the institutions to bring forward requests for alcoholic beverage permits based on the specific requirements outlined in the policy rather than requiring the Board waive the policy annually.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy section I.J. Use of Institutional Facilities and Services as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: J. Use of Institutional Facilities and Services with Regard to the Private Sector**

**August 2005 April 2011**

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**1. Use of Institutional Facilities and Services**

- a. Consistent with education's primary responsibilities of teaching, research, and public service, the institutions, under the governance of the State Board of Education and Board of Regents of the University of Idaho (Board), have and will continue to provide facilities and services for educational purposes. Such services and facilities, when provided, should be related to the mission of the institution and not directly competitive with services and facilities reasonably available from the private sector. The institutions' provision of services and facilities should be educationally related. In addition, the Board recognizes that the institutions have a role in assisting community and economic development in a manner that supports the activities of the private sector. To this end, cooperation with local, state, and federal agencies is encouraged.
- b. Priority and guidelines for use of institutional services and facilities is as follows:
  - i. Institutionally sponsored programs and projects.
  - ii. Community programs or projects of an educational nature where the services or facilities provided by the institutions are directly related to the teaching, research, or service mission of the institution.
  - iii. Local, state, or federally sponsored programs and projects.
  - iv. The institutions will maintain a list of special events, services and facilities provided in those special events, the sponsor's name, the date of the use, and the approximate number of persons attending. This list will be available for public inspection. Individual institutional policies should be adopted in accordance with this general philosophy and policy statement of the Board. To this end, a coordinated effort between the public and private sector is encouraged.

**2. Possession, Consumption, and Sale of Alcohol Beverages at Institutional Facilities**

- a. Board Administrative Rules IDAPA 08.01.08 provides requirements relative to alcoholic beverages on campus grounds. Said rules generally prohibit the possession or consumption of alcoholic beverages in areas open to and most commonly used by the general public on campus grounds. The rules authorize the Board to waive the prohibition pursuant to Board policies and procedures. 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 this policy. The grant of any such waiver shall be determined by the chief executive officer ("CEO") only in compliance with this Policy and in

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accordance with the provisions set forth herein, and not as a matter of right to any other person or party, in doing so, the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution.

- b. Each institution shall maintain a policy providing for an institutional Alcohol Beverage Permit process. For purposes of this policy, the term "alcoholic beverage" shall include any beverage containing alcoholic liquor as defined in Idaho Code Section 23-105. Waiver of the prohibition against possession or consumption of alcoholic beverages shall be evidenced by issuance of a written Alcohol Beverage Permit issued by the CEO of the institution which may be issued only in response to a completed written application therefore. Staff of the State Board of Education shall prepare and make available to the institutions the form for an Alcohol Beverage Permit and the form for an Application for Alcohol Beverage Permit which is consistent with this 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. An Alcohol Beverage Permit may only be issued to allow the sale or consumption of alcoholic beverages on public use areas of the campus grounds provided that all of the following minimum conditions shall be met. An institution may develop and apply additional, more restrictive, requirements for the issuance of an Alcohol Beverage Permit.
- i. An Alcohol Beverage Permit may be granted only for a specifically designated event (hereinafter "Permitted Event"). Each Permitted Event shall be defined by the activity planned, the area or location in which the activity will take place and the period of time during which the activity will take place. The activity planned for the Permitted Event must be consistent with the proper image and mission of the institution. The area or location in which the activity will take place must be defined with particularity, and must encompass a restricted space or area suitable for properly controlling the possession and consumption of alcoholic beverages. The time period for the activity must be a single contiguous time period for a separate defined occurrence (such as a dinner, a conference, a reception, a concert, a sporting competition and the like). An extended series of events or a continuous activity with no pre-determined conclusion shall not be a Permitted Event. The area or location of the Permitted Event, the restricted space or area therein for possession and consumption of alcoholic beverages and the applicable time periods for the Permitted Event must each be set forth in the Alcohol Beverage Permit and in the application therefore.
- ii. The serving of alcoholic beverages must be part of a planned food and beverage program for the Permitted Event, rather than a program serving alcoholic beverages only. Food must be available at the Permitted Event.

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Consumption of alcoholic beverages and food cannot be the sole purpose of a Permitted Event.

- iii. Non-alcoholic beverages must be as readily available as alcoholic beverages at the Permitted Event.
- iv. A Permitted Event must be one requiring paid admission through purchase of a ticket or through payment of a registration fee, or one where admission is by written, personal invitation. Events generally open to participation by the public without admission charges or without written personal invitation shall not be eligible for an alcoholic beverage permit. Only persons who have purchased a ticket or paid a registration fee for attendance at a Permitted Event, or who have received a written invitation to a Permitted Event, and who are of lawful age to consume alcoholic beverages, will be authorized to possess and consume alcoholic beverages at the Permitted Event.
- v. Permitted Events which are generally open to the public through purchase of a ticket (such as sporting events, concerts or other entertainment events) must set out a confined and defined area where alcoholic beverages may be possessed and consumed. For such events, the defined area where alcoholic beverages may be possessed and consumed shall be clearly marked as such, and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Only those individuals lawfully attending the Permitted Event who are of lawful age to consume alcoholic beverages may be allowed into the defined area, provided that such individuals may be accompanied by youth for whom they are responsible, but only if such youth are, at all times, under the supervision and control of such individuals. For such events there shall be sufficient space outside of the area where alcoholic beverages may be possessed and consumed to accommodate the participating public who do not wish to be present where alcoholic beverages are being consumed.
- vi. No student athletic events, (including without limitation NCAA, NIT, NAIA and intramural student athletic events) occurring in college or university owned, leased or operated facilities, or anywhere on campus grounds, shall be Permitted Events, nor shall a Permitted Event be allowed in conjunction with any such student athletic event.
- vii. An Alcohol Beverage Permit for a Permitted Event to which attendance is limited to individuals who have received a personal written invitation, or to those who have registered to participate in a particular conference (for example, a reception, a dinner, an exclusive conference) may allow alcoholic beverages to be possessed and consumed throughout the area of the event, provided that the area of the event is fully enclosed, and provided further that the area of the event must be such that entry into the area and exit from the

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area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Additionally, the area of the Permitted Event must not be open to access by the general public, or to access by persons other than those properly participating in the Permitted Event.

- viii. Application for an Alcohol Beverage Permit must be made by the organizers of the event. Such organizers must comply with all applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession sale and consumption of alcoholic beverages.
- ix. The Alcohol Beverage Permit, any required local catering permit, and applicable state or local alcoholic beverages permits shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
- x. The sale, service and consumption of alcoholic beverages at a Permitted Event shall be confined to the specific event, area or activity identified on the Beverage Permit application. Any alcoholic beverages allowed at a Permitted Event shall be supplied through authorized contractors of the organizers (such as caterers hired by the organizers). In no event shall the institution supply or sell alcoholic beverages directly. In no event shall the general public or any participants in a Permitted Event be allowed to bring alcoholic beverages into a Permitted Event, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
- xi. The person/group issued the Beverage Permit and the contractors supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the Permitted Event. Further, the person/group must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the institution, but in no case less than \$500,000 minimum coverage per occurrence. Such insurance must list the permitted person/group, the contractor, the institution, the State Board of Education and the State of Idaho as additional insured's, and the proof of insurance must be in the form a formal endorsement to the policy evidencing the coverage and the required additional insured's.
- xii. The Alcohol Beverage Permit shall set forth the time at which sale, service, possession and consumption of alcoholic beverages will be permitted, which times shall be strictly enforced. Service and sale of alcoholic beverages shall stop at a time in advance of the time of closure of the event sufficient to allow an orderly and temperate consumption of the balance of the alcoholic

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beverages then in possession of the participants of the event prior to closure of the event.

- xiii. These guidelines shall apply to both institutional and non-institutional groups using institutional facilities.
- c. The sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games may be permitted with prior Board approval. ~~Each year an institution that wishes to seek Board approval must present a written proposal to the Board, at the Board's regularly scheduled June Board meeting, for the ensuing football season. The proposal must include detailed descriptions and drawings of the areas where events which will include alcohol service will occur. The Board will review the proposal under the following criteria and, upon such review, may also apply further criteria and restrictions in its discretion. And~~ An institution's proposal shall be subject to the following minimum conditions:
- i. (1) The area must be for sponsors to entertain clients/guests for home football games. Attendance is limited to adult patrons and guests who have received a personal written invitation and must not be open to access by the general public.  
(2) For pre-game events held in institution stadium suite areas, only patrons who hold tickets to seats in the area shall be allowed into the area during games.
- ii. (1) The event must be conducted during pre-game only, no more than three-hours in duration, ending at kick-off.  
(2) For events held in institution stadium suite areas, the sale of alcohol must begin no sooner than three hours prior to kick off and must end at the start of the 4<sup>th</sup> quarter to allow for an orderly and temperate consumption of the balance of the alcoholic beverages then in possession of the participants of the game prior to the end of the game.
- iii. (1) The event must be conducted in a secured area surrounded by a fence or other methods to control access to and from the area. There must be no more than two entry points manned by security personnel where ID's are checked and special colored wrist bands issued. A color-coded wrist band system must identify attendees and invited guests, as well as those of drinking age. Unless otherwise specifically approved annually by the Board, under such additional terms and conditions as it sees fit, No one under the legal drinking age shall be admitted into the alcohol service and consumption area of an event. The area shall be clearly marked and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area.  
(2) For events held in institution stadium suite areas adult patrons may be accompanied by youth for whom they are responsible, but only if such

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- youth are, at all times, under the supervision and control of such adult patrons.
- iv. Companies involved in the event must be sent a letter outlining the location and Board alcohol policy. The letter must state the minimum drinking age in Idaho is 21 and that at no time should such companies allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.
  - v. Alcohol-making or -distributing companies are not allowed to sponsor the event. In no event shall the institution supply or sell alcoholic beverages directly. In no event shall invitees or participants in such event be allowed to bring alcoholic beverages into the area, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
  - vi. The food provider must provide TIPS trained personnel who monitor the sale and consumption of all alcoholic beverages to those of drinking age. Any required local catering permit, and applicable state or local alcoholic beverage permits, shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
  - vii. Food must be available at the event. Non-alcoholic beverages must be as readily available as alcoholic beverages.
  - viii. Security personnel located throughout the area must monitor all alcohol wristband policies and patron behavior.
  - ix. Event sponsors/food providers must be required to insure and indemnify the State of Idaho, the State Board of Education and the institution for a minimum of \$2,000,000, and must obtain all proper permits and licenses as required by local and state ordinances. All applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession, sale and consumption of alcoholic beverages, must be complied with. Event sponsors/food providers supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the event. Further, event sponsors/food providers must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage and coverage limits sufficient to meet the needs of the institution, but in no case less than \$500,000 minimum coverage per occurrence. Such insurance must list the event sponsor/food provider, the institution, the State Board of Education and the State of Idaho as additional insureds, and the proof of insurance must be in the form of a formal endorsement to the policy evidencing the coverage and the required additional insureds.
  - x. A report must be submitted to the Board annually after the conclusion of the football season before consideration is given to the approval of any future requests for similar events on home football game days.
- d. The sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football bowl games shall be permitted only with Board approval under the same conditions i. through x, as described in subsection c.

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above, except that the minimum amount of insurance/indemnification shall be \$5,000,000.

ee. Within residential facilities owned, leased or operated by an institution, the CEO may allow the possession or consumption of alcoholic beverages by persons of legal drinking age within the living quarters of persons of legal drinking age. Consumption of alcohol shall not be permitted in the general use areas of any such residence facility. Possession of alcohol within the general use areas of a residential facility may only be done in a facility where consumption has been authorized by the CEO, and such possession shall be only as is incidental to, and reasonably necessary for, transporting the alcohol by the person of legal drinking age to living quarters where consumption is allowed. The term "living quarters" as used herein shall mean, and be limited to, the specific room or rooms of a residential facility which are assigned to students of the institution (either individually or in conjunction with another room mate or roommates) as their individual living space.

3. Alcohol-making or -distributing companies shall not be allowed to advertise goods or services on campus grounds or in any institutional facilities.

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**FEBRUARY 17, 2011**

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**SUBJECT**

Naming former East Jr. High site Dona Larsen Park

**REFERENCE**

June 2007	East Jr. High land swap and joint use agreement including master plan illustration
August 2009	East Jr. High demolition of various structures

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

In June 2007 the Board approved Boise State University's request to enter into a land swap agreement in which the University took ownership of the former East Jr. High School site for future development of a multi-use sports complex. In October 2010 the David and Debra Larsen Huber Family Foundation made a \$2.5 million contribution to the University that will enable renovations to the site to begin.

In recognition of this generous donation, the University would like to name the former East Jr. High site Dona Larsen Park. Dona Larsen, the mother of Debra Larsen Huber, has been an active member of the Boise community since 1956 when she moved to the Treasure Valley. Larsen raised 10 children, all of whom graduated from East Jr. High and Boise High School. During that time, Larsen was actively involved with many local athletic teams, spending seven years running the girls' summer softball and basketball programs for Boise City Recreation and coaching many of her children's teams. In 1970 Larsen began teaching physical education full time at East Jr. High, as well as coaching girls' track and volleyball. Her teams won many city championships before her retirement in 2000 at the age of 72.

**IMPACT**

With Board approval Dona Larsen Park will become the ninth in Boise's "Ribbon of Jewels" parks. The Ribbon of Jewels is a collection of parks and trails that run along the Boise River, all bearing the names of outstanding women in the Boise community.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b(2) outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education.

BSUs request is in alignment with Board policy. Staff recommends approval.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**BOARD ACTION**

I move to approve the request by Boise State University to name the former East Jr. High site Dona Larsen Park.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**FEBRUARY 17, 2011**

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**IDAHO STATE UNIVERSITY (ISU)**

**SUBJECT**

Progress Report on Review of Faculty Shared Governance

**REFERENCE**

October 2010	ISU updated the Board on the progress of the Faculty Governance Review.
June 2010	State Board of Education directed President Vailas to evaluate the existing faculty governance system (PPGA TAB 5).
April 2010	Board approved ISU plan for administrative cost reductions (BAHR TAB 15).

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Under State Board of Education policy, the President is charged with establishing and maintaining an effective and efficient system of institutional governance and has been granted the powers to do so. In meeting this responsibility, he must be able to evaluate the existing governance system, determine whether it is providing advice in an effective and efficient manner that will help achieve institutional goals, and effect change where he deems necessary for a fully functional advisory system that complies with Board policy. This process of reviewing the governance system, and reforming it where indicated, is done with input from all constituent groups and is particularly critical for an institution that has been recently reorganized.

In addition to this general mandate, the State Board of Education expressly directed the President to conduct a review of faculty governance at ISU. This occurred during the Board's June 2010 meeting, after the earlier vote of the Board to approve ISU's proposed reorganization in its April 2010 meeting. In response, the President appointed a faculty committee to conduct this review, and it produced a report recommending ways to reform faculty governance on our campus. Prior to submitting the report to the State Board of Education, the President was approached by the Chair of the Faculty Senate, who asked to participate in the process of producing the reforms of faculty governance. As a result, the President agreed to delay making a recommendation to the Board and instead to appoint a joint committee to propose ways to implement the kinds of reform proposed by the committee.

Idaho State University has reported that before the second committee produced its report, the Faculty Senate voted to conduct a confidence vote. Before the

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vote was scheduled to take place, a Board member requested that he, the President, and the Chair of the Faculty Senate meet to consider what might be done to arrive at a mutual understanding on an appropriate model for faculty shared governance. At this meeting, the President and the Chair of the Faculty Senate worked out an agreement to use the services of a third party to help ISU administration and faculty finish their work on governance reform—and this was the precise scope of the facilitated discussion that was agreed upon.

After all Faculty Senate members agreed with the selection of the third party to participate as a coordinator for the proposed facilitated discussions between the Administration and the Faculty Senate, a contract with his company was prepared to enable this process to commence and move forward. The contract was to be executed in two phases: the first phase being a facilitated discussion to agree on the ground rules of what would be discussed in Phase II, and the second, being the actual more in-depth Phase II facilitated discussion.

After apparently having agreed twice to proceed with at least the Phase I discussion, and while we were in the actual process of scheduling meetings for the third party to speak with Administrators and faculty senators who would be involved in Phase I, the Faculty Senate again told the President and the Executive Director of the Board that they were not willing to participate according to the guidelines for the Phase I discussion.

Since last spring, and at the Board's direction, the President has been pursuing a process to review and reform faculty governance on the ISU campus. The President has responded to appeals by the Faculty Senate to participate in the process by appointing an implementation committee, and then by agreeing to a facilitated conversation.

In addition to a number of informal discussions between the President, the Vice Presidents and the Faculty Senate leadership, the President and the Provost have formally addressed the full Faculty Senate membership on two occasions to address Faculty Senate concerns and issues, and answer questions raised by faculty senators.

The Faculty Senate has also held two University-wide meetings for discussion of the same issues and concerns.

**BOARD ACTION**

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

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>UNIVERSITY OF IDAHO – APPROVAL OF FULL PROPOSAL: DOCTORATE, ATHLETIC TRAINING</b>	Motion to Approve
<b>2</b>	<b>P20 TO WORKFORCE STATEWIDE LONGITUDINAL DATA SYSTEM (SLDS) NEEDS ASSESSMENT</b>	Information Item
<b>3</b>	<b>IDAHO WWAMI ADMISSIONS OVERSIGHT COMMITTEE APPOINTMENTS</b>	Motion to Approve

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
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**UNIVERSITY OF IDAHO**

**SUBJECT**

Approval of Full Proposal to Create a Doctorate in Athletic Training

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. G., 5.a.v.

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) proposes to create a new advanced clinical Doctorate in Athletic Training (DAT). The program consists of academic coursework focused on advanced training of the entry-level professional and on advanced clinical mentorship. Cohorts will be initially set at a maximum of 30 students annually with plans to admit a new cohort beginning summer 2011, if approved.

The program will be housed on the UI main campus within the College of Education, Department of Health, Physical Education, Recreation, and Dance. The DAT program will be a self-support two-year cohort professional graduate program utilizing a professional residency model to include two accelerated summers on-campus in Moscow and distance education during the traditional fall and spring semesters to include completion of clinical rotations. This will expose students to a variety of clinical sites outside of Moscow, Idaho and enable the UI to recruit students statewide and across the nation without burdening the student to relocate for a two-year period.

Currently, there are no similar programs in the region and no advanced clinical doctorate athletic training programs in the United States. The approval of the program could bring national prominence to the University and its program.

Consistent with Board Policy III.G., an external peer-review was conducted on the proposed doctorate program, which consisted of a paper and on-site review followed by a report and recommendations issued by the panel. The external peer-review panel consisted of two members and was selected by the Board's Chief Academic Officer and the requesting institution's Chief Academic Officer. A copy of the report is provided along with the full proposal.

**IMPACT**

The UI will reallocate existing state-appropriated funds for FY12 and FY13. During these years, the program director and the tenure track faculty will remain on state appropriation salaries for the academic year. Summer salaries will be paid from program revenues. A clinical coordinator will be hired in the second year to assist in transition and to accommodate the higher enrollment targets. If enrollment targets are met, two full-time faculty will be hired for the third year.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
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(FY14). A half-time administrative assistant will be hired for FY12. The UI anticipates that the program will become entirely self-supported by FY 14, funded by program fees charged to students in accordance with Board Policy V.R.3.b.v.

Under a separate request, the University of Idaho will be submitting a Notice of Intent per policy III.G. to discontinue their undergraduate program in Athletic Training. The UI also has plans to bring a Master of Science in Athletic Training forward for approval. The full proposal is currently under review and slated for the Board's April meeting.

**ATTACHMENTS**

Attachment 1 – Full Proposal and External Peer Review Report

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

The University of Idaho's proposed program to create a new advanced clinical Doctorate in Athletic Training would be the first of its kind in-state and nationwide. Currently there are no such degrees offered in the state, region or nation. Boise State University has entry-level undergraduate programs in Athletic Training offering a Bachelor of Science.

This degree differs from the clinical doctorates in other fields in that it is pursued after the student becomes an entry-level professional. With the unique delivery model of the program, there is potential for the University of Idaho to partner with other Idaho institutions as well as other out-of-state institutions to develop clinical sites at their respective institutions during fall and spring semesters.

This new program would provide a unique opportunity to students, advance the Athletic Training profession, and bring national prominence not only for the program but also for the University of Idaho.

The University of Idaho has developed a short term and long term strategy to evaluate the program for fiscal sustainability on an annual and long-term basis. Specifically, a short term strategy has been developed for making annual decisions regarding staffing, operational, and capital expenses, and a long term strategy has been developed for making decisions regarding program continuance or discontinuance.

The Council on Academic Affairs and Programs (CAAP) has reviewed the proposal and recommends approval. Board staff recommends approval as presented.

**BOARD ACTION**



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I move to approve the request by the University of Idaho to create an advanced clinical Doctorate in Athletic Training as set forth in the attached Full Proposal.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**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 Education

Department of Health, Physical, Education,  
Recreation, & Dance

\_\_\_\_\_  
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:

Doctor of Athletic Training

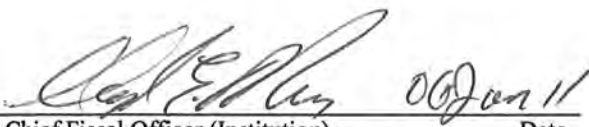
\_\_\_\_\_  
Degree/Certificate & 2000 CIP

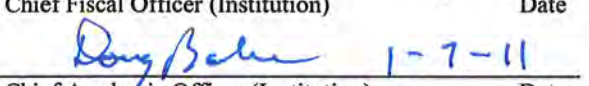
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Program Change, Off-Campus Component

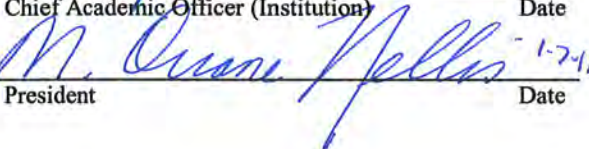
Summer 2011

\_\_\_\_\_  
Proposed Starting Date

This proposal has been approved by:

  
\_\_\_\_\_  
Chief Fiscal Officer (Institution) Date

  
\_\_\_\_\_  
Chief Academic Officer (Institution) Date

  
\_\_\_\_\_  
President Date

\_\_\_\_\_  
SBOE/OSBE Approval Date

Approved Keith E DeKes 1/6/11

IRSA

**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 College of Education at the University of Idaho proposes to create an Advanced Clinical Doctorate in Athletic Training (DAT) program. The DAT will be a **self-support** two-year (6 semesters) cohort professional graduate program utilizing a professional residency model. To enter the program, students will be required to have a minimum of a bachelor's degree and be a certified athletic trainer (ATC-BOC). Cohorts will be initially set at a maximum of 30 students annually. This program will be housed on the University of Idaho Moscow campus, within the College of Education, in the Department of Health, Physical Education, Recreation, and Dance (HPERD). The program plans to admit a new cohort beginning summer 2011. The proposed DAT program provides for exciting opportunities in four major areas: 1) Value enhancements for students 2) National prominence for the program/university 3) Advancement of the Athletic Training profession, 4) Sustainable growth with a new professional program that is closely tied with the University's strategic plan. This proposal is a substantive change as defined by the NWASC criteria. The cost of the proposed program will exceed \$150,000 per year when fully implemented (see Section 6.II).

The program will utilize a unique delivery model. A summer on-campus residency model will be used, coupled with a distance education model during the traditional fall and spring semesters. This will enable students to be exposed to a variety of clinical sites outside of Moscow, Idaho. It will also allow the University to recruit students from across the state of Idaho and across the nation, without undue burden on the student to relocate for a 2 year period. The program will have a clearly defined exit strategy (see details in Section 6.II.e.3), should revenue streams not be realized as projected in the future.

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 peer-review was conducted for this proposed program in accordance with the "Guidelines for Program Review and Approval." The report provided by the external reviewers is found in Appendix A. Throughout this proposal, we have identified where we have incorporated the recommendations made by the external review team. All recommendations made by the team were accepted and incorporated into this final proposal.

This program will ensure quality through adherence to the standards set by the University's regional accrediting body. The University of Idaho is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). The UI is currently accredited at all degree levels (B, M, D), and has been continuously accredited since 1918.

The new DAT program will also ensure quality by adhering to concepts normally found in healthcare residency programs. The Athletic Training profession is currently developing standards for professional graduate residency programs, and these draft documents were used as a guide when creating the proposed curriculum. The program is a combination of academic coursework focused on the advanced training of the entry-level professional and on advanced clinical mentorship. All DAT candidates will identify a clinical mentor who agrees to mentor promising professionals in an effort to transition the new professional from student to clinician. All mentors will be vetted by MSAT and DAT program faculty and agree to the philosophy and standards of the program.

To further ensure program quality and in accordance with the recommendation of the external review team, the program will seek accreditation by the Post-Professional Education Council of the National Athletic Trainer's Association (NATA). This accreditation will be sought once the program is implemented and functional. We tentatively plan to initiate this process in year 3 of the program, but no later than year 5 of the program. Unlike entry level athletic training programs, accreditation of advanced preparation programs is not mandated by the NATA and

is not necessary in order for graduates of the program to practice professionally. However, it is our intent to seek accreditation in order to ensure that we meet recognized standards for post-professional training in athletic training.

All DAT students will be expected to challenge their current clinical knowledge and critically analyze their clinical practice. Students will

- a. Complete comprehensive exit testing that will ensure that knowledge regarding advancement of clinical knowledge has been retained.
- b. Complete research pertaining to evidence-based clinical practice.
- c. Be evaluated twice each semester by their clinical mentor, and the student must receive satisfactory evaluations in order to proceed in the program.
- d. Complete an evaluation of their chosen mentor, and these evaluations will aide in the programs evaluation of the clinical mentors.
- e. Receive, as part of their clinical rotations, continual feedback from the mentors and the faculty serving as the clinical residency course coordinators.
- f. Complete, as a part of their coursework, journals that chronicle their development into advanced clinicians. Each journal will bear the signature of the clinical mentor.
- g. Complete a culminating clinical project (“dissertation”-like experience) to demonstrate his/her advancement in their clinical practice. [Note: This is consistent with the recommendation made by the external review team.]

Post graduation employment surveys will be sent to each graduate’s employer asking them to evaluate the employee’s clinical competency. Feedback from these surveys and measures will inform the decisions regarding future curricular improvements.

- 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.

In the table below is a summary of the two-year course delivery model. Coursework delivery will utilize a summer residency model, where students will reside on campus in summer and complete the bulk of their combined didactic and psychomotor competency training. The remainder of the coursework will be delivered via distance education during the fall and spring semesters, during which time they will complete clinical rotations. The summer residency is the preferred model. It allows students to learn with the benefit of total immersion, which enables them to apply this knowledge throughout the entire year in their clinical rotations. The summer residency model also allows the students to complete their clinical rotations at selected sites across the country. This design will allow the ATEP access to expert clinical instructors throughout the country.

The program will accept certified athletic trainers with a minimum of a bachelor’s degree. The total credits required for the program is 63 cr. Catalog descriptions for each course are provided Appendix B. The DAT faculty will assess successful completion of the degree through a culminating project that will be completed in AT 624 and AT 625. These courses have been designed to provide a formal review of the student’s advancement in their clinical practice through completion of a culminating clinical project with the quality and rigor of a dissertation-like experience. This is in accordance with the recommendations of the external review team.

Summer I (on-campus)		Fall I (distance)		Spring I (distance)	
Course	Credits	Course	Credits	Course	Credits
AT 606	3	AT 630	3	AT 631	3
AT 610	3	AT 621	3	AT 622	3
AT 620	3	AT 640	6	AT 641	6
<b>Semester Total</b>	<b>9</b>	<b>Semester Total</b>	<b>12</b>	<b>Semester Total</b>	<b>12</b>
Summer II (on-campus)		Fall II (distance)		Spring II (distance)	
AT 611	3	AT 632	3	AT 633	3
AT 623	3	AT 624	3	AT 625	3
		AT 642	6	AT 643	6
<b>Semester Total</b>	<b>6</b>	<b>Semester Total</b>	<b>12</b>	<b>Semester Total</b>	<b>12</b>

- 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.

A total of 2.0 faculty FTE and 0.5 TA FTE will be required to deliver the proposed Doctorate in Athletic Training Education Program when it is fully subscribed. This distribution of faculty ensures appropriate faculty loads for delivery of a quality curriculum. The individual faculty and qualifications are outlined in the table below, as is the timeline for creation of positions. Additionally, we plan to hire adjunct specialty faculty to augment the program as recommended by the external review team.

Proposed Faculty	Notes
Alan Nasypany, EdD, LAT, ATC DAT ATEP Director (1.0 FTE) Senior Instructor, HPERD Non tenure track	Continuing position for FY11, FY12, and FY13. This will become a new position in FY14, funded from program revenues. At this time, Dr. Nasypany will work solely in the MSAT new degree program.
Tenure track faculty (1.0 FTE)	Proposed new position in FY14 funded from program revenues. Earned doctorate, evidence of scholarly activity within the field of Athletic Training, 5 years of certified athletic training experience.
Teaching Assistant – doctoral level (0.5 FTE)	Proposed new position in FY12 funded from program revenues. Will be a doctoral student in HPERD; one year of BOC certified experience required.

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

This program will attract three different types of students.

- i. Students who have completed a Council on Accreditation of Athletic Training Education (CAATE) accredited Bachelor degree in Athletic Training
- ii. Students who have completed a CAATE accredited entry-level master degree.
- iii. Students who have completed a Post Professional Education Council (PPEC) accredited masters program in athletic training.

All students will have completed, at minimum, an entry level athletic training program and successfully passed the Board of Certification Examination. From these groups, the program will target certified athletic trainers interested in improving their clinical practice through structured academic and clinical coursework.

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

With regard to personnel, this program will require a 0.2 FTE administrative assistant (combined with MSAT, this represents a 0.5 FTE position) and 1 doctoral teaching assistant. See Sections 2.b, 6.III.a, and 6.III.b for more detailed information regarding these personnel. These positions have been included in the budget and will be funded through revenues generated by the program.

Current library resources are adequate for delivery of this program. The program will share resources with the proposed MSAT. However, additional funds (\$3000 annually) have been budgeted from program revenues to accommodate program enrollment growth.

The program will utilize the laboratory space, equipment, and instruments currently available for the undergraduate ATEP. This equipment and space is adequate for initial delivery of the program. Current space allocation includes MGYM B1, B2, and B4 as teaching laboratory space, and PEB 112/113A, a newly renovated research laboratory in human performance. Current equipment includes plinths, therapeutic modalities (electrical stimulation, therapeutic ultrasound, whirlpools, light therapy, mechanical modalities, etc), rehabilitation equipment, evaluation tools, emergency response kits, etc. The existing undergraduate program met the accreditation standards for laboratory and equipment resources in 2009, at which time it was granted a 10 year accreditation approval. The proposed program will purchase additional equipment as size of the program increases. Beginning in FY13, the DAT program budget includes lab equipment purchases and lab renovations (see 6.II and 6.III). Additional monies for laboratory remodel and capital equipment purchases have been included in the budget for the proposed MSAT program. We will also target our development efforts to procure funds to purchase additional equipment and complete lab renovations to current space. As recommended by the external review team, renovation efforts will modernize space to accommodate and integrate the capital equipment and technology needed to deliver a state of the art clinical education experiences and online instruction at multiple sites across the country.

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

Enrollment targets are outlined below and included in the attached budgets. Maximum annual enrollments in this program are 60. When maximum enrollments are realized, the program will be re-evaluated for potential expansion.

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Yr One Cohort	10	17	30	30	30
Yr Two Cohort	0	10	17	30	30
Annual Enrollment	10	27	47	55	60

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.

This program is unique to the state of Idaho system of higher education and for athletic training education in the nation. Currently, there are no advanced clinical doctorate athletic training programs in the U.S. Like programs are developing across the country, placing the University of Idaho DAT on the forefront of the academic trend.

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 similar programs in the region.

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 Doctorate of Athletic Training is directly aligned with the Role and Mission of University of Idaho to “offer doctoral and professional graduate programs and also coordinate[s] and conduct[s] research that [is] consistent with state needs.” The external review panel concurred with this statement and the evidence provided to them regarding alignment. The creation of this program will enhance the research capabilities for students and faculty, consistent with the Role and Mission of the UI as defined by SBOE. Positioning new graduate programs at the state’s flagship research institution allows the programs to have access to the resources and infrastructure that can support research-focused professional graduate programs. The proposed program has also been designed to meet department, college, and university strategic missions and goals.

The DAT is a professional doctoral program that will seamlessly merge research into practice, and this focus will position the program students and faculty to apply for translational research grants from the National Institutes of Health. The athletic trainers prepared by the DAT will be capable of leading the state’s battle against burdens imposed by preventable musculoskeletal diseases and disorders, through application of research-supported healthcare. This is consistent with the land grant mission of the University of Idaho.

The creation of an innovative advanced clinical degree will allow to University of Idaho’s Athletic Training Program to better match the University’s vision and mission in the following ways:

- **The program is “committed to graduate research education with extension services responsive to Idaho and the region’s business and community needs.”** (UI Mission as stated in UI Catalog).
- **The program would combine “research, graduate, and professional education.”** (UI Vision Statement)
- **The program allows the UI to “build and sustain competitive advantages through innovative curricula of distinction”** (UI Strategic Action Plan, Goal 1, Objective A) by “expand[ing] partnerships with industry, government, schools, and foundations that emphasize active learning opportunities such as internships, practica, athletics, and the arts” (Strategy 4), “invest[ing] in field work and outreach as a means of contributing to learning and the land-grant responsibilities of the University” (Strategy 5), “develop[ing] flexible course schedules and year-round programs to meet student needs throughout the University” (Strategy 6), and “establish[ing] curricular content that utilizes interdisciplinary student teams to solve complex learning tasks” (Strategy 7).
- **The program allows the UI to “promote an environment that increases faculty engagement in interdisciplinary scholarship”** (UI Strategic Action Plan, Goal 2, Objective A) by strengthening the research relationships with doctoral programs in WWAMI, Neuroscience, and Exercise Science.

- **The program allows the UI to “deliver undergraduate, graduate, continuing professional education, and Extension programs and opportunities for lifelong learning”** (UI Strategic Action Plan, Goal 3, Objective B) by “promot[ing] access to program/course delivery statewide” (Strategy 1), “implement[ing] a fee structure that provides adequate budgetary support based on a realistic costs matrix (Strategy 4), and “grow[ing] and support[ing] community internships and service learning activity as opportunities for students and communities to engage for mutual benefit” (Strategy 6).

The University is categorized as a highly active research, land-grant institution and as such, it would be well-served to create innovative graduate curricula to fill emerging needs in professional areas of study that serve Idahoans as well as the broader U.S. population. This proposal would allow the athletic training education program to better match the research extensive, land grant mission of the University of Idaho. The proposed DAT program will continue to utilize HPERD’s joint faculty positions with the Neuroscience Program and with the WWAMI medical school (which provides access to the Translational Health Sciences Center at the University of Washington). The DAT is a professional doctoral program that will seamlessly merge research into practice, and this focus will position students and faculty in the DAT to apply for translational research grants. Development of this program will also create synergies and increased resources for the PhD program in Exercise Science within the Health, Physical Education, Recreation and Dance department and will position the University of Idaho to assume a national leadership role in the profession of athletic training.

Justification for adding the program is four-fold. First, the proposed program is important for the advancement of the athletic training profession, as described below in Section 5.a. Second, this program will enhance the national presence of the University of Idaho and position the University as a leader in post-professional athletic training education. It will be the first advanced clinical doctorate athletic training program in the U.S. Third, as the state’s flagship research institution, the University of Idaho has the infrastructure in place to support doctoral programs. This proposal is consistent with the UI’s charge to develop graduate programs and professional programs. Fourth, the proposed program is a self-support program, providing long term sustainability with no additional burden to the state of Idaho.

**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.)

This is a new program for the profession of athletic training. Currently, no advanced clinical doctorate programs exist in the US. Because ~70% of ATs have at least a master’s degree, the DAT would meet the need of recent and past AT graduates nationwide. Additionally, ATs that have a master’s degree may be inclined to obtain the DAT, since it would be considered the “terminal clinical degree” for the profession. While there has been much controversy since the inception of clinical doctorates at universities, the number of universities offering clinical doctorates (practitioner’s degrees) has steadily risen. Medicine was the first health profession to utilize the clinical doctorate. In 1950, pharmacy adopted the clinical doctorate as its terminal clinical degree. Since 1950, physical therapy, occupational therapy, nursing, physician assistant, and respiratory therapy programs have followed suit, citing the need for advanced training to solve today’s complex clinical issues. Most recently the American Physical Therapy Association has mandated a transition to the entry-level doctorate. As the amount of knowledge within a field increases, there must be corresponding changes to the curricula to support such growth. Clinical doctorates have been developed at both the entry-level (e.g. DPT, PharmD) and the advanced clinical level (e.g. DScPT, DOT), depending on the need for such programs. Clinical doctorates (in health professions) are treated similar to academic master’s degrees in the marketplace; however, the students with a terminal degree have a competitive advantage (good for publicity at workplace). It is anticipated that the DAT will be considered the terminal clinical degree for the athletic training profession, given current trends in the professions.

Athletic training professionals have had many discussions about the need to transition to entry-level doctorates. In Athletic Training the traditional route to entry-level certification (and, therefore, practice) has been the bachelor’s degree. From the early 1950’s until the early 1990’s, the bachelor’s degree was the only route to certification. As the knowledge base increased demands on entry-level practitioners, increased demands for stronger curricula were presented. Entry-level master’s degrees (ELMs) began to emerge in the mid 1990’s. Though the governing professional organization for athletic training, the National Athletic Trainer’s Association (NATA), has yet to mandate a transition to an entry-level master’s degree, the transition is occurring. Twenty-three accredited ELMs currently exist nationwide, with 13 of the 23 existing programs receiving their initial accreditation since 2005. Students graduating from ELM programs compete with students graduating from entry-level bachelor’s programs, and hold a competitive advantage over the bachelor’s level graduates.



Paralleling this graduate transition from entry-level bachelor's degrees to entry-level master's degrees is controversy regarding the preparation of students in clinical skills and practice. Since the inception of academic curricula in athletic training, there has been the belief that athletic trainers who are prepared at the entry-level have enough academic training to begin clinical practice. However, approximately 70% of athletic trainers with bachelor's degrees pursue a master's degree (Retrieved 1-3-10 from [http://www.nata.org/sites/default/files/AT\\_Facts.pdf](http://www.nata.org/sites/default/files/AT_Facts.pdf), p.3), for the primary purpose of obtaining a graduate assistantship during their master's preparation to work as a certified athletic trainer and develop their clinical skills and practice under an experienced athletic trainer. Only 10% of those master's degrees are advanced degrees in athletic training; the majority of the degrees are in other related fields (e.g. education, exercise science, biomechanics). The creation of the Entry-level Master's (ELM) in the mid 1990's changed the traditional route to entry-level practice. Students graduating from ELM programs now also compete with students graduating from other master's degree programs including advanced clinical master's degrees.

In the process of creating the ELM degrees, athletic training has lost much of the residency style of post graduate learning that has been considered to be integral to the profession. Given that ELM degrees will continue to expand, the creation of an Advanced Clinical Degree in Athletic Training (DAT) represents a solution to this problem. Students entering the DAT will hold an entry-level degree in athletic training and have successfully achieved certification as an Athletic Trainer. The DAT will provide them the means to pursue advanced clinical training through a clinical mentorship/residency model. Such a model will foster the transition from entry-level professional to advanced clinician. The proposed DAT incorporates the best from post professional athletic training programs with the best from residency/mentorship style programs. Creation of this program at the DAT level (advanced clinical graduate degree level) is necessary to encourage ELM students to pursue post entry-level training in athletic training. Currently, the only options for advanced work for ELM graduates are the advanced degree masters in AT (which many consider a lateral step) or an academic doctorate which is considered to be of little benefit to clinicians and their patients. The proposed DAT provides an option for students in ELM programs to pursue additional clinical training at the next degree level.

This degree is an advanced clinical degree and is not an academic doctorate. This degree does differ from the clinical doctorates in other fields in that the DAT is an advanced clinical degree that is undertaken after the student becomes an entry-level professional. Most other clinical doctorates in the health professions are considered entry-level and occur pre-credential. The advantage of the post credential degree is that the program and the university can ensure that the degree is worthy of the highest clinical degree in the field. This proposed DAT represents a program that upholds the standards and associations with the term doctorate by encouraging entry-level professionals (especially ELMs) to pursue further clinical training beyond the entry-level. As in other health professions, the DAT will be a clinician's degree and is not assumed equivalent to the academic doctorate. As in other health care professions, the assumption is that this advanced clinical degree would not constitute qualifications to hold positions in academic programs other than clinical positions (e.g. in Physical Therapy, the clinician with the DPT may only hold clinical positions within academic curriculums; an academic doctorate is required for academic faculty positions). The clinical doctorate programs have been very popular in the health care professions, and they represent a positive trend towards advancing the knowledge in a field whether through a post-credential (e.g. DAT) or the doctorate in Physical Therapy (entry-level doctorate). Academic doctorates represent the highest level of education and training in academia, and clinical doctorates represent the highest level of education and training in clinical practice. Both are necessary and can complement each other. Individuals choosing a career in academia or research may eventually choose a DAT/Ph.D route, similar to what is required in medicine for faculty holding non-clinical roles.

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

The students in the proposed DAT program will be full-time. As stated above in Section 2.b., this program will attract three different types of students.

- i. Students who have completed a Council on Accreditation of Athletic Training Education (CAATE) accredited Bachelor degree in Athletic Training
- ii. Students who have completed a CAATE accredited entry-level master degree.
- iii. Students who have completed a Post Professional Education Council (PPEC) accredited masters program in athletic training.

Within these three groups, there are approximately 26,000 existing certified athletic trainers, comprising a significant recruitment pool (Retrieved 1-3-10 from [http://www.nata.org/sites/default/files/AT\\_Facts.pdf](http://www.nata.org/sites/default/files/AT_Facts.pdf), p.3). Few of these have

formal advanced clinical training and would benefit in the marketplace from a clinical doctorate, given that 70% of athletic trainers that already have a master's degree. Additionally, approximately 4000-5000 students graduate annually from entry-level bachelor's and master's programs. Because 70% of these graduates go on to earn the terminal clinical degree in the field, an additional pool of 2800 to 3500 individuals can be targeted annually for recruitment into the program.

Finally, in an informal survey completed in March 2008, 100 percent (n= 60) of current athletic training students surveyed expressed interest in the DAT. All said that they would complete the program if it is offered.

- 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.

This section is not applicable to the proposed MSAT program.

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 <u>12</u>		FY <u>13</u>		FY <u>14</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>13.8</u>	<u>10</u>	<u>35.9</u>	<u>27</u>	<u>62.5</u>	<u>47</u>
B. Shifting enrollments	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

II. EXPENDITURES

	FY <u>12</u>		FY <u>13</u>		FY <u>14</u>	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
1. Faculty (including fringe)	<u>0.75</u>	<u>66,662</u>	<u>0.50</u>	<u>48,851</u>	<u>2.0</u>	<u>192,940</u>
2. Administrators	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
3. Adjunct faculty	<u>          </u>	<u>          </u>	<u>          </u>	<u>18,212</u>	<u>          </u>	<u>18,212</u>
4. Graduate/instructional assistants	<u>          </u>	<u>          </u>	<u>0.50</u>	<u>25,250</u>	<u>0.5</u>	<u>25,250</u>
5. Research personnel	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
6. Support personnel	<u>0.2</u>	<u>9,900</u>	<u>0.20</u>	<u>10,402</u>	<u>0.2</u>	<u>10,678</u>
7. Fringe benefits	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
8. Other: <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Total FTE Personnel And Costs;</b>	<b><u>0.95</u></b>	<b><u>76,522</u></b>	<b><u>1.20</u></b>	<b><u>102,715</u></b>	<b><u>2.70</u></b>	<b><u>247,080</u></b>

**ATTACHMENT 1**

	FY <u>12</u>	FY <u>13</u>	FY <u>14</u>
<b>B. Operating expenditures</b>			
1. Travel	<u>10,000</u>	<u>10,000</u>	<u>30,000</u>
2. Professional services	<u>5,000</u>	<u>5,000</u>	<u>7,250</u>
3. Other services	<u></u>	<u></u>	<u></u>
4. Communications	<u>15,000</u>	<u>15,000</u>	<u>20,000</u>
5. Utilities	<u>2,000</u>	<u>2,000</u>	<u>2000</u>
6. Materials & supplies	<u>6,000</u>	<u>11,000</u>	<u>25,000</u>
7. Rentals	<u></u>	<u></u>	<u></u>
8. Repairs & maintenance	<u>8,000</u>	<u>8,000</u>	<u>30,000</u>
9. Materials & goods for manufacture & resale	<u></u>	<u></u>	<u></u>
10. Miscellaneous	<u>5,000</u>	<u>11,000</u>	<u>30,000</u>
<b>Total Operating Expenditures:</b>	<b><u>51,000</u></b>	<b><u>62,000</u></b>	<b><u>144,250</u></b>
	FY <u>12</u>	FY <u>13</u>	FY <u>14</u>
<b>C. Capital Outlay</b>			
1. Library resources	<u>3,000</u>	<u>3,000</u>	<u>5,000</u>
2. Equipment	<u>27,000</u>	<u>67,900</u>	<u>76,827</u>
<b>Total Capital Outlay:</b>	<b><u>30,000</u></b>	<b><u>70,900</u></b>	<b><u>81,827</u></b>
<b>D. Physical facilities Construction or major Renovation</b>			
	<b><u>35,753</u></b>	<b><u>130,900</u></b>	<b><u>200,000</u></b>
<b>E. Indirect costs (overhead)</b>			
	<u></u>	<u></u>	<u></u>
<b>GRAND TOTAL EXPENDITURES:</b>	<b><u>193,275</u></b>	<b><u>366,515</u></b>	<b><u>673,157</u></b>

III. REVENUES

	FY <u>12</u>	FY <u>13</u>	FY <u>14</u>
<b>A. Source of funds</b>			
1. Appropriated funds -- Reallocation – MCO	<u>66,662</u>	<u>48,851</u>	<u>0</u>
2. Appropriated funds -- New – MCO	<u>          </u>	<u>          </u>	<u>          </u>
3. Federal funds	<u>          </u>	<u>          </u>	<u>          </u>
4. Other grants	<u>          </u>	<u>          </u>	<u>          </u>
5. Fees	<u>160,000</u>	<u>432,000</u>	<u>752,000</u>
6. Other: _____	<u>          </u>	<u>          </u>	<u>          </u>
<b>GRAND TOTAL REVENUES:</b>	<b><u>226,662</u></b>	<b><u>480,851</u></b>	<b><u>752,000</u></b>

	FY <u>12</u>	FY <u>13</u>	FY <u>14</u>
<b>B. Nature of Funds</b>			
1. Recurring*	<u>226,662</u>	<u>480,851</u>	<u>752,000</u>
2. Non-recurring**	<u>          </u>	<u>          </u>	<u>          </u>
<b>GRAND TOTAL REVENUES:</b>	<b><u>226,662</u></b>	<b><u>480,851</u></b>	<b><u>752,000</u></b>

\* 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.

**FY2012**

Name, Position, and Rank	Annual Salary Rate (inc. fringe)	FTE Assignment to this Program	Program Salary Dollars (inc. fringe)	Projected Student Credit Hours	FTE Students
Alan Nasypany, Senior Instructor Program Director	\$76,773	0.5	\$38,387	220	9
Jeff Seegmiller, Assistant Professor Tenure-Track Faculty Member	\$112,940	0.25	\$28,235	110	4.8
<b>Totals</b>		<b>0.75</b>	<b>\$66,662</b>	<b>330</b>	<b>13.8</b>

**FY2013**

Name, Position, and Rank	Annual Salary Rate (inc. fringe)	FTE Assignment to this Program	Program Salary Dollars (inc. fringe)	Projected Student Credit Hours	FTE Students
Alan Nasypany, Senior Instructor MSAT Program Director	\$79,076	0.25	\$19,769	294	13.25
Jeff Seegmiller, Assistant Professor Tenure-Track Faculty Member	\$116,328	0.25	\$29,082	166	6.875
Mentor Clinical Instructors	\$16,663		\$18,212		
Doctoral Teaching Assistant Instructor	\$25,250	0.5	\$25,250	401	15.25
<b>Total</b>		<b>1.0</b>	<b>\$92,313</b>	<b>861</b>	<b>35.9</b>

**FY2014**

Name, Position, and Rank	Annual Salary Rate (inc. fringe)	FTE Assignment to this Program	Program Salary Dollars (inc. fringe)	Projected Student Credit Hours	FTE Students
Non Tenure Track, Senior Instructor Program Director	\$96,470	1.0	\$96,470	513	21.375
Assistant Professor Tenure-Track Faculty Member	\$96,470	1.0	\$96,470	423	17.625
Mentor Clinical Instructors	\$16,663		\$18,212		
Doctoral Teaching Assistant Instructor	25,250	0.5	\$25,250	564	23.5
<b>Total</b>		<b>2.5</b>	<b>\$236,402</b>	<b>1500</b>	<b>62.5</b>

## 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

This program will ultimately be administered by the Department Chair for the Department of Health, Physical Education, Recreation, and Dance, and by the Dean of the College of Education. This administration will be a continuation of the administrative practice for the current undergraduate program in Athletic Training, and will result in no additional cost. Eventually, these costs will be recovered through the revenue sharing that will occur after year 3 of the program. Additionally, transitioning this program to a graduate level program will require administration by the

Dean of the College of Graduate Studies. This administration will occur at minimal cost to the institution. This cost will also be covered by the revenue sharing that will occur after year 3 of the program.

**FY2012**

Name, Position, and Rank	Annual Salary Rate (inc. fringe)	FTE Assignment to this Program	Program Salary Dollars (inc. fringe)	Percent of Salary Dollars to Program
Administrative Assistant	\$17,250	0.2	\$9900	100%
<b>Totals</b>		<b>0.2</b>	<b>\$9900</b>	

**FY2013**

Name, Position, and Rank	Annual Salary Rate (inc. fringe)	FTE Assignment to this Program	Program Salary Dollars (inc. fringe)	Percent of Salary Dollars to Program
Administrative Assistant	\$17,250	0.2	\$10,402	100%
<b>Total</b>		<b>0.2</b>	<b>\$10,402</b>	

**FY2014**

Name, Position, and Rank	Annual Salary Rate (inc. fringe)	FTE Assignment to this Program	Program Salary Dollars (inc. fringe)	Percent of Salary Dollars to Program
Administrative Assistant	\$17,250	0.2	\$10,678	100%
<b>Total</b>		<b>0.2</b>	<b>\$10,678</b>	

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

Operating expenditures are as follows:

Travel – Travel for faculty development as well as travel to develop and monitor clinical sites outside of Moscow.

Professional services – Expenses for continuing education units for faculty, malpractice insurance, licenses, and accreditation expenses.

Communications – Expenses for student recruitment and for program correspondence.

Materials and supplies – Expenses for books, course supplies, copy costs, lab supplies, and other expendables related to instruction.

Repair and restoration – Expenses to maintain infrastructure in teaching laboratories and classrooms for instructional delivery.

Miscellaneous – Expenses for Blackboard use (\$330/student), faculty and staff searches, accreditation, etc.

- d. Capital Outlay

- (1) Library resources

Library resources that exist for the current undergraduate program are adequate for success of the proposed program. The program will share resources with the proposed MSAT. However, additional funds have been budgeted annually from program revenues to accommodate program enrollment growth.

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

There are no anticipated additional costs associated with this proposed program at this time. However, additional funds have been budgeted annually from program revenues to accommodate increased costs that may occur.



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

During the fall and spring semesters, when students are off-campus, they will access on-line journals through the library and have access to journals through professional memberships (required). They will also have access to interlibrary loan just as on-campus students. However, additional funds have been budgeted annually from program revenues to increased costs in this area.

(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.

We are currently seeking development funds to purchase the equipment identified below. We will continue to partner with the UI Department of Athletics to use their equipment until these items can be purchased. These items will be shared with the proposed MSAT program.

# Currently Owned	Equipment/Supplies	# Needed	Cost/Unit	Total Cost
	<b>Plinths</b>			
2	Standard Treatment Tables			
	Plinths (adjustable, split leg)	2	\$500	\$1,000
4	Portable Treatment Tables			
1	Taping Tables			
	<b>Modalities</b>			
1	E-stim/ultrasound/combo/light therapy	2	\$8,500	\$17,000
2	Biofeedback/EMG			
1	Whirlpool units			
	Intermittent compression with cryounits	2	\$2,500.00	\$5,000
	Shortwave diathermy unit	1	\$5,000.00	\$5,000
	Hydroculator	1	\$800.00	\$800
	Hydro packs (assorted sizes)	1	\$15.00	\$15
	Hydor covers (assorted sizes)	1	\$15.00	\$15
	Ice Machine	1	\$1,500.00	\$1,500
	Refrigerator	1	\$500.00	\$500
	Traction Lumbar/Cervical	1	\$2,500.00	\$2,500
				\$0
	<b>Evaluation</b>			\$0
	Otoscope	1	\$300.00	\$300
2	Reflex hammers	4	\$35.00	\$140
4	BP Cuffs	4	\$30.00	\$120
4	Stethoscopes	4	\$75.00	\$300
2	12" goniometer	5	\$25.00	\$125
2	6" goniometer	5	\$18.00	\$90
	Inclino meters	6	\$80.00	\$480
	Treadmill	1	\$800.00	\$800
	<b>Rehabilitation</b>			



	<b>Durable Supplies/ Equipment</b>			
	Therabands (color rainbow)			
	Yellow Box	1	\$75.00	\$75
	Red Box	1	\$75.00	\$75
	Blue Box	1	\$75.00	\$75
	Green Box	1	\$75.00	\$75
	Black Box	1	\$75.00	\$75
	Silver Box	1	\$75.00	\$75
	Gold Box	1	\$75.00	\$75
	Wobble board	1	\$100.00	\$100
	Dyna disks	1	\$40.00	\$40
	Slant boards	2	\$75.00	\$150
	Resistance Trainer (Optum S.P.S)	1	\$200.00	\$200
	Jump-stretch bands	3	\$20.00	\$60
	Foam rollers (hard, soft)	2	\$20.00	\$40
2	Bike			
1	Eliptical			
	Cuff wts 1-15 lbs	1	\$100.00	\$100
	Dumbells 1-5 lbs	1	\$40.00	\$40
	Plyo toss (with minitramp)	1	\$300.00	\$300
	Physioballs (assorted sizes)	1	\$15.00	\$15
	Foot management kits	3	\$40.00	\$120
	<b><u>Emergency Response</u></b>			
	AED	1	\$2,000.00	\$2,000
	O2 Setup	1	\$500.00	\$500
4	Epipen trainer			
	Crutches	5	\$25.00	\$125
	Ankle Braces (ASO)s			\$0
	x-small	2	\$30.00	\$60
	small	2	\$30.00	\$60
	medium	2	\$30.00	\$60
	large	2	\$30.00	\$60
	x-large	2	\$30.00	\$60
	Biohazard Container	1	\$30.00	\$30
	Sharps Container	1	\$30.00	\$30
	CPR Masks	5	\$8.00	\$40
	Sam Splint	3	\$20.00	\$60
	Splint Kits	2	\$300.00	\$600
	Adjustible Arm Sling	3	\$8.00	\$24
	<b><u>Care and Prevention</u></b>			
	Shark	5	\$20.00	\$100
	Superpro Scissors	5	\$40.00	\$200

	<b>Learning Aids</b>			
2	Foot & Ankle Model			
3	Knee Model			
5	Shoulder Model			
3	Elbow Model			
2	Wrist & Hand Model			
3	Full Body Model			
1	Spine Model			
	<b>TOTALS</b>			<b>\$41,384</b>

e. Revenue Sources

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

Reallocation of existing state-appropriated funds will occur only in FY12 and FY13. During these transition years, the DAT Program Director and the tenure-track instructional faculty will remain on state appropriation salaries for the academic year. Their summer salaries will be paid from the program revenues. Because the students in the undergraduate AT program will have completed their theory courses and will only be completing clinical education courses and experiences, the existing faculty will be able to assume responsibility for course delivery in the MSAT. The enrollment targets identified for these first two years are small. When combined with the undergraduate enrollments, the total enrollments are equal to a fully subscribed undergraduate program. These faculty, with a continuing doctoral TA, will be able to handle the student numbers for FY12. For FY 13, a Clinical Coordinator will be hired to assist in this transition year and to accommodate the higher enrollment targets.

- (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?

This program is defined as a **self-support** program and will charge a program fee, in accordance with the policies set forth in Section V.R.3.b.v of the Idaho State Board of Education Governing Policies and Procedures. For the first three years of the program (FY12, FY13, FY14), one hundred percent of the program fee will be returned directly to the Department of HPERD for administration of the proposed program. During the first two years of the program, the salaries of the Program Director and one tenure-track faculty member will continue to be funded by state appropriations. This is acceptable, given that both faculty will continue to provide oversight and instruction for the undergraduate B.S.P.E. in Athletic Training, which is a state-approved program, funded by state appropriations, and accredited by the Commission on Accreditation of Athletic Training Education. In FY14, the DAT program will become entirely self-support, funded by the program fee charged to each student.

In the fourth year of the program, revenue sharing will be implemented for profits realized from the program (i.e., the balance of funds remaining once all program expenses have been paid). The formula for revenue share will be an equal split (i.e., 25% each) among four entities: the program, the Department of HPERD, the College of Education, and the University of Idaho. **The budget presented above for the first three years shows a "profit" for each of the first three years.** The institution has agreed to allow these "profits" to be returned to the program for these first three years to provide the program flexibility during this implementation period. These monies will be used for the following purpose: 1) to provide necessary coverage for the teach out of the undergraduate program in athletic training; 2) to cover shortfalls that may occur if enrollment targets are not met or if budgeted expenses are higher than planned; and 3) to accelerate the purchase of capital equipment and/or space renovations to enhance program delivery.

The initial program fee for each student will be \$16,000.00 per student per 12 months, for a total of \$32,000.00 for the entire program. This fee will be increased 3% for each new cohort. The fee includes all administrative costs and costs associated with instruction, including faculty and staff salaries, program travel costs necessary for accreditation and instruction, books, materials, supplies, technology costs, capital equipment and renovation costs, and repair and restoration. This fee does not include room and board or travel. However, the proposed summer residency model will minimize room and board costs for each student, requiring only that they pay for room and board while they are in residence during the summer term. Once the program is fully implemented and enrollment targets are met in years 4 and 5, we intend to allocate funding in the form of scholarships and teaching assistantships to offset room, board, and travel costs.

This cost is below that of clinical doctorate programs in other professions, and is also below the cost of doctoral degrees for out-of-state students attending the University of Idaho (annual costs would be \$18,900 for a comparable program delivered across three semesters as outlined in this proposal).

A short term and long term strategy has been developed to evaluate the program for fiscal sustainability on an annual and long-term basis. Specifically, a short term strategy has been developed for making annual decisions regarding staffing, operational, and capital expenses, and a long term strategy has been developed for making decisions regarding program continuance or discontinuance.

#### Short Term Strategy – Key Elements

- a. The staffing plan for both programs (including faculty and administrative support) has been designed to align with the projected enrollment targets (to ensure appropriate student-to-faculty ratios for quality instruction) and with the projected revenues generated by these enrollments (to ensure a fiscally viable program). As enrollment targets are exceeded or not met, personnel hires will be adjusted accordingly.
- b. To ensure the practice described in 'a' for the first three years of the program, application, admission, and enrollment numbers will be evaluated every 3 months so that appropriate decisions can be made regarding staffing for the upcoming fiscal year. This decision process will include review and input by the Program Director, the Department Chair, the College Dean, and the Executive Director for Planning and Budget.
- c. Operational and capital expenses will be evaluated every three months as projections about revenue are examined. This will ensure that we remain within budget throughout each fiscal year as the program is launched.
- d. At the end of year three, the frequency of these evaluations will be reviewed to determine whether frequency can be decreased (assuming program continuance).

#### Long Term Strategy – Key Elements

- a. Trend analysis will be utilized to make decisions about program continuation. Inputs for the trend will include market demand (i.e., employment projections, placement of graduates, number of applicants, etc.) and market supply (number of competitive programs, cost of competitors, etc.).
- b. We anticipate a minimum of three years in order to provide ample opportunity to determine whether the programs are viable. The University of Idaho has made a commitment to allocate funding for up to three years to the program so that students are appropriately served in the event that the program is not deemed fiscally sustainable. These funds will be provided primarily through existing allocations in the form of equipment that is currently owned, space that is currently allocated, and state appropriations that are currently allocated to personnel and operation of the BSPE AT program.
- c. Decisions about program continuance will be made in August, prior to the beginning of the admission cycle for the entering cohort in the subsequent summer.
- d. Where tenure-track faculty lines are created using program revenues, contract language regarding employment status will be very explicit. In the event that program discontinuance occurs, the contract letters will state clearly at the time of hire, that termination of employment will be a consequence of program discontinuance, as the funding source for the position will also be discontinued.

An annual report will be generated by the Department of HPERD each year in June, detailing the results of the analyses that have been conducted for each of the programs. This report will be provided to the Provost, the College Dean, and the Executive Director for Planning and Budget. This will enable the institution to make appropriate decisions in August regarding program continuance.

**Appendix A**

**External Review Report**

**External Review: Doctorate in Athletic Training  
University of Idaho**

**Dr. Ken Knight  
Dr. Leamor Kahanov**

External Review: Doctorate in Athletic Training  
University of Idaho

I. Commendations and Recommendations

The evaluation team agrees with the report that this is an innovative and entrepreneurial program that will lead the profession of athletic training and its educational processes upward along a natural evolutionary path. The proposal reflects accurate and in depth knowledge of the trends in the athletic training discipline and medical model of education. The program provides a guided clinical education experience that requires an understanding of evidence-based medical research, representative of a doctoral level degree. The program advances the mission of the university as a highly active research institution that promotes innovative graduate curricula to fill emerging needs in professional areas of study.

The faculty champions, Dr. Alan Nasypany and Dr. Jeff Seegmiller, have a depth of knowledge and research skills necessary to guide students in the DAT, and they are well supported by the administration. A unique budgetary model will provide revenue to support the program and future required capital needs. The budgetary model reduces risk to the university and will promote diversification of revenue to the university.

The evaluation team recommends the DAT program be implemented, with changes to the facilities and proposed curriculum. The proposed 2-year track (6 semesters) should be the only educational option for students entering the program. The proposed 1-year option for students of select backgrounds should be eliminated. There were no course syllabi to outline the depth of the program as discussed by the faculty. We trust that the courses, once developed, will display the rigor that is intended for the academic program. The current planned activities for evaluating student competence should be formalized into a course experience to indicate a "dissertation" like experience at the end of the program (culminating clinical project).

The current classroom structure should be remodeled to 1) create an environment that provides state of the art technology to broadcast classroom activities via an online-classroom model, and 2) a clinical laboratory to provide hands-on-activities during summer residency courses.

The DAT should also consider obtaining PPEC accreditation once the program is implemented and functional.

II. Introduction

a. Summary of site visit activities:

The evaluation team had discussion with 7 key faculty and administrators in addition to a tour of the facilities.

The following individuals contributed to the evaluation discussions:

Doug Baker PhD, Provost University of Idaho

Jeanne Christiansen PhD, Associate Provost Academic Affairs

Cori Mantle-Bromley PhD, Dean College of Education

Jerry McMurtry PhD, Associate Dean, College of Graduate Studies

James Gregson PhD, Associate Dean of Graduate Programs

Kathy Browder PhD, Associate Dean of College of Education, and Chair HPERD

Alan Nasypany EdD, Athletic Training faculty

Jeff Seegmiller EdD, Athletic Training faculty

b. Summary of basic facts about the degree in review

The doctorate of athletic training (DAT) is a proposed post professional athletic training degree. If implemented, this will be the first of its kind in the world, although there are other institutions investigating the possibility of the degree.

The DAT is a 63 credits, 2-year, 6 semester hybrid academic model. Both years, students will participate in instructor-student face-to-face interaction courses beginning with a summer residency program on the University of Idaho campus, followed by two semesters of on online – distance coursework.

c. Organization of report

The report was well organized and provided the necessary information to prepare inquiry as an evaluation team.

III. Background and Mission

a. Mission

The DAT proposal aligns with the university and college mission statements.

b. Justification

The proposed program fills a void in the athletic training educational process and forges a leadership role in providing a framework for the current academic and medical trends. The DAT is a unique entrepreneurial model that is self-supporting, thus minimizing the state system's monetary risk. In addition, graduates will fill a medical need in Idaho as well as across the United States.

IV. Review of Proposal

a. Nature of Request

The proposed program is a new program to the University, State, and Country.

b. Quality

i. Curriculum

The 2-year curricular model is an in-depth and well-coordinated clinical education experience that imbeds evidence based research into clinical decision making. The rigor and coursework is indicative of a clinical doctorate degree in other health professions. The evaluation team recommends some modification to the proposed DAT program to define one educational track. The current 2-year track, 6 semester program should be the only educational option for students entering the program. The proposed 1-year option for students of select backgrounds should be eliminated. The evaluation team expects the course syllabi to reflect the depth of experiences and rigor discussed with the faculty. The evaluation team recommends that the current planned activities for evaluating student competence formalized into a course experience to indicate a "dissertation" like experience at the end of the program (culminating clinical project). The quality and rigor of the planned experiences are a "dissertation" like experience.

ii. Faculty

The faculty are passionate and display the necessary initiative to create an exceptional educational program. The hiring of a program director and clinical coordinator for the DAT, as indicated in the report, is necessary. In addition, the evaluation team suggests investigating the potential for hiring adjunct specialty faculty to augment the program.

iii. Student

The Doctorate in Athletic Training will attract three different types of students. Students who have completed a Council on Accreditation of Athletic Training Education (CAATE) accredited Bachelor degree in Athletic Training, a CAATE accredited entry-level master degree and a Post Professional Education Council (PPEC) accredited master's program in athletic training. All students will have completed, at minimum, an entry level athletic training program and successfully passed the Board of Certification Examination.

iv. Infrastructure

The current infrastructure is adequate, however renovation of the classrooms to integrate the technology needed for a state of the art clinical education experience is suggested. Technology to broadcast classroom activities via the online classroom structure is needed.

c. Duplication.

The Doctorate in Athletic Training is unique to the Idaho state system of higher education as well as the athletic training educational system. Currently no advanced clinical doctorate in athletic training program exists. Thus, there are no similar programs in the United States. However, like programs are developing across the country, placing the U of I DAT on the forefront of the academic trend.

d. Centrality

We agree with the report that the DAT proposal is consistent with the university mission.

e. Demand

Projection of demand for this program is difficult to assess, however the DAT proposal has appropriately outlined the potential for student enrollment.

f. Resources

The estimated expenditures and revenue outlined in the proposal will diversify the university's revenue stream and allow for program autonomy.



**Appendix B**

**Proposed DAT Course Descriptions**

**AT 606 Professional and Post-Professional Education in Athletic Training (3 cr)**

This course is designed to introduce historical background of professional and post-professional education for health care professions. Theoretical foundations and models of health care education will be compared and contrasted. The impact of educational models to health care will be explored. Development of criteria to govern the practicing professional in their chosen residency will be accomplished.

**Prereq:** Permission

**AT 610 Seminar in Athletic Training I (3 cr)**

Selected readings from peer reviewed articles will be examined and discussed. Translation of research findings to current clinical practice will be emphasized.

**Prereq:** Permission

**AT 611 Seminar in Athletic Training II (3 cr)**

Selected readings from peer reviewed articles will be examined and discussed. Translation of research findings to current clinical practice will be emphasized.

**Prereq:** Permission

**AT 620 Clinical Research in Athletic Training I (3 cr)**

This course introduces common research performed in Athletic Training. Development of in-depth understanding in areas and types of research underlying quantitative research design will be explored. Introduction to critiquing literature for the purpose of developing a theoretical framework will be included.

**Prereq:** Permission

**AT 621 Clinical Research in Athletic Training II (3 cr)**

This course introduces Statistical methods employed in clinical research. Topics including statistical terminology, measures of central tendency, Hypothesis testing and common parametric tests will be the content for the course.

**Prereq:** Permission

**AT 622 Clinical Research in Athletic Training III (3 cr)**

This course applies statistical methods to common measures in clinical research and introduces survey research and other qualitative measures.

**Prereq:** Permission

**AT 623 Clinical Research in Athletic Training IV (3 cr)**

This course sets the foundation for action research in clinical practice. Development of a research question and justification with literature review will be employed. Purpose and methods of institutional review will be evaluated. Further discussion will elucidate the importance of becoming a scholarly practitioner.

**Prereq:** Permission

**AT 624 Clinical Research in Athletic Training V (3 cr)**

This continues the process of action research in clinical practice. Development of methods to test a chosen hypothesis will be created. Exploration of statistical methods to test the clinician's hypothesis will be compared. Data collection will begin.

**Prereq:** Permission

**AT 625 Clinical Research in Athletic Training VI (3 cr)**

This continues the process of action research in clinical practice. Data analysis of the student's research will be performed. Introduction to manuscript writing, dissemination of knowledge in written, oral and poster presentation and a focus on journal review will be the context for this course. Student will successfully present their findings and prepare manuscript in journal ready format.

**Prereq:** Permission

**AT 630 Current Issues in Clinical Practice I (3 cr)**

This course explores current topics in clinical practice that influence quality care and methods of measurement and evaluation for quality assessment. Exploration to common instrumentation utilized by clinicians will be discussed and compared to literature utilizing the instruments for research purposes.

**Prereq:** Permission

**AT 631 Current Issues in Clinical Practice II (3 cr)**

This course explores current topics and causes of musculoskeletal injuries to the extremities. An in-depth look at epidemiology,

biomechanics and other topics related to musculoskeletal injuries of the extremities will be emphasized.

**Prereq:** Permission

**AT 632 Current Issues in Clinical Practice III (3 cr)**

This course explores current topics of interest areas of practicing professionals. An in-depth look at theory, research, and art of the chosen interest area will be explored. Focus will be in critically analyzing areas such as; anatomy, pathophysiology, biomechanics, theoretical framework or ethical principles to explain the students chosen topic.

**Prereq:** Permission

**AT 633 Current Issues in Clinical Practice IV (3 cr)**

This course explores current topics of interest areas of practicing professionals. An in-depth look at theory, research, and art of the chosen interest area will be explored. Focus will be in critically analyzing areas such as; anatomy, pathophysiology, biomechanics, theoretical framework or ethical principles to explain the students chosen topic.

**Prereq:** Permission

**AT 640 Clinical Residency I (3 cr)**

This course is designed to improve the clinical skills of the practicing Athletic Training professional in a mentor guided model. Improvement in a selected area of clinical practice will be measured via formative and summative assessment that employs quantitative measures. Impact of the skill improvement to the organization and profession will be demonstrated.

**Prereq:** Permission

**AT 641 Clinical Residency II (3 cr)**

This course is designed to improve the clinical skills of the practicing Athletic Training professional in a mentor guided model. Improvement in a selected area of clinical practice will be measured via formative and summative assessment that employs quantitative measures. Impact of the skill improvement to the organization and profession will be demonstrated.

**Prereq:** Permission

**AT 642 Clinical Residency III (3 cr)**

This course is designed to improve the clinical skills of the practicing Athletic Training professional in a mentor guided model. Improvement in a selected area of clinical practice will be measured via formative and summative assessment that employs quantitative measures. Impact of the skill improvement to the organization and profession will be demonstrated.

**Prereq:** Permission

**Spring Semester Year Two (1 year and 2 year students)**

**AT 643 Clinical Residency IV (3 cr)**

This course is designed to improve the clinical skills of the practicing Athletic Training professional in a mentor guided model. Improvement in a selected area of clinical practice will be measured via formative and summative assessment that employs quantitative measures do demonstrate improved patient care. Impact of the skill improvement to the organization and profession will be demonstrated. Summary of all impact of clinical residencies will be presented to the participant's organization

**Prereq:** Permission

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 17, 2011**

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**SUBJECT**

P20 to Workforce State Longitudinal Data System (SLDS) Needs Assessment

**REFERENCE**

August 11, 2010                      Board directed staff to do a needs assessment that includes the technical, fiscal, and governance requirements for a P-20 and Workforce SLDS.

**BACKGROUND/DISCUSSION**

In August, 2010, the State Board of Education requested the Office of the State Board of Education prepare a needs assessment that included the technical, fiscal and governance requirements for a P-20 and Workforce SLDS.

While Idaho is one of the last states to implement a P-12 statewide longitudinal data system (SLDS), we have made great progress and are in a position to take advantage of the work of other states. As of October 1, 2010, the State Department of Education began collection of student-level data in the K-12 SLDS. At the postsecondary level, data exists in eight varied systems that do not communicate with each other. Postsecondary data must be consolidated to meet the September 30, 2011, America Recovery and Reinvestment Act (ARRA), State Fiscal Stabilization Fund (SFSF) requirements. While the ARRA SFSF requires that states have a P-16 longitudinal data system, they do not mandate a singular system to meet the 2011 deliverables. There are gaps, barriers, and risks that must be addressed as Idaho moves forward with student level statewide longitudinal data collection. Creating a postsecondary repository, gathering postsecondary data, and linking to the K-12 SLDS is an appropriate first step to meet the required September 2011, P-16 SLDS ARRA requirements.

The needs assessment is intended to provide the State Board of Education with an appropriate overview of the current status of statewide longitudinal data collection, the needs, gaps, barriers, and risks associated with collecting educational data, and recommendations for developing a system.

The needs assessment recommends the construction of a P-20W over time and in a four phased approach.

- Phase 1 would require the development of a postsecondary repository and link to the K-12 SLDS for a P-20 SLDS.
- Phase 2 would require maturation of the P-20 SLDS environment.
- Phase 3 would require finalization of the design and implementation of a complete postsecondary data warehouse.
- Phase 4 would be the final stage, transforming to a P-20W SLDS with Business Intelligence solutions.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 17, 2011**

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A four phased approach allows Idaho to meet federal deadlines and reporting requirements in a manner that will preserve resources and aid proper planning and design. The four phased approach limits the burden on the institutions and still meets the requirements of the various grant information needs and reporting requirements.

**IMPACT**

The needs assessment recommends a four phased approach requiring the allocation of funds to support the development and implementation of a postsecondary data repository and maturing that environment over subsequent years into a P-20W SLDS. Phases could be accelerated or even combined depending on resources.

**ATTACHMENTS**

Attachment 1 – P-20W SLDS Needs Assessment

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the Board accept the recommendations and move forward with the direction outlined in the needs assessment.

**BOARD ACTION**

I move to accept the recommendations and direct staff to move forward with Phase 1 and Phase 2 for a P-20W SLDS as outlined in the needs assessment.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move that the Board form a Data Management Council as outlined in the needs assessment and authorize the Executive Director to determine the composition and appoint the members of said Council.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

OFFICE OF THE STATE BOARD OF EDUCATION

# State of Idaho

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## Statewide Longitudinal Data System Needs Analysis

Submitted  
January 31, 2011

This document provides the current state of Statewide Longitudinal Data System (SLDS) efforts in Idaho, describes the options, and makes recommendations for maturing to a P-20 to Workforce SLDS.

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## Executive Summary

The Needs Analysis is intended to provide the State Board of Education with an appropriate overview of the current status and the needs for longitudinal educational data collection, the gaps, barriers, and risks, and finally to provide recommendation regarding the most appropriate path forward for collecting student level data over time.

While Idaho is one of the last states to implement a P-12 statewide longitudinal data system (SLDS), we have made great progress and are in a position to take advantage of the work of other states. As of October 1, 2010, the State Department of Education began collecting student-level data in the K-12 SLDS. The postsecondary data exists in eight varied systems that do not communicate with one another. Postsecondary data must be consolidated to meet the September 30, 2011, America Recovery and Reinvestment Act (ARRA), State Fiscal Stabilization Fund (SFSF) requirements. While the ARRA SFSF requires that states have a P-16 longitudinal data system, they do not mandate a singular system to meet the 2011 deliverables. There are gaps, barriers and risks that must be addressed as Idaho moves forward with student level, statewide longitudinal data collection. Creating a postsecondary repository, gathering postsecondary data, and linking to the K-12 SLDS is an appropriate first step to meet the required September 2011, P-16 SLDS ARRA requirements.

To successfully implement a P-20W SLDS requires a clear strategy, proper planning and design, participation and commitment from all stakeholders, support, and data management oversight.

Staff recommends the Board accept the recommendations and direct staff to move forward with Phase 1 and Phase 2 for a P-20W SLDS. Staff will work with the institutions and the State Department of Education to construct a P-20W SLDS. Phase 1 would require the development of a postsecondary repository and link to the K-12 SLDS for a P-20 SLDS. Phase 2 would require maturation of the P-20 SLDS environment. Phase 3 when approved would require finalization of the design and implementation of a complete postsecondary data warehouse. Phase 4 when approved would be the final stage, transforming to a P-20W SLDS with Business Intelligence solutions. A four phased approach allows Idaho to meet federal deadlines and reporting requirements in a manner that will preserve resources and aid proper planning and design. The four phase approach limits the burden on the institutions and still meets the requirements of the various grant information needs and reporting requirements. Phase 1 gathers the data and allows Idaho to start making data driven decisions. It is a functional solution and will provide a solid foundation for designing the P-20W SLDS. The scope of Phase 2 may be expanded when Phase 1 is completed if the institutions have available resources, or other data sources can be engaged (such as private or for-profit institutions).

## Overview

### History

In 2008, the Idaho Legislature appropriated \$2.5M in one-time money to the State Department of Education to consolidate data collection and begin the efforts to create a K-12 data collection system. In May, 2009, Idaho was awarded a federal statewide longitudinal system (SLDS) grant in the amount of \$5.9M to fund the development of a K-12 SLDS. The development and implementation of the K-12 SLDS, also known as the Idaho System for Education Excellence (ISEE), is anticipated to have a completion date of April 30, 2012. While Idaho was among one of the last states to implement a K-12 statewide longitudinal data system, since 2007 the Idaho State Department of Education (SDE) has made remarkable progress.

In late, 2009 another federal SLDS grant was released due to the availability of ARRA money. While developmentally Idaho was not in a position to move forward, the Office of the State Board of Education (OSBE) worked with SDE and requested funding to support both the expansion of the K-12 SLDS and implementation of an institutional data warehouse at each public institution of higher education, and the implementation of the P-20 to Workforce Statewide Longitudinal Data System (P-20W SLDS) that would combine data from the postsecondary institutional warehouses, the K-12 SLDS, and the Department of Labor systems. Unfortunately that proposal was not funded.

Without that funding, the approach outlined in the grant proposal for the P-20W SLDS is not financially feasible at this time. The design of the P-20W SLDS will still need to accommodate the heterogeneous nature of the postsecondary institutions' systems from which data must be extracted and linked with the K-12 SLDS.

### Current Status

- **K-12**
  - The K-12 SLDS, ISEE, began student-level data collection October 1, 2010. Pilot data loads were planned from October 1 through December 31, 2010. The system is slated to have validated data and be the official record for average daily attendance for funding. The design of the initial data "cubes" (attendance and student performance on assessments) was scheduled to be complete by December 31, 2010. Rollout of the Schoolnet application is scheduled for January 2011. Schoolnet is intended to provide teachers immediate access to data on their students; including historical information such as standardized test scores, prior class lists, student conduct information,

and more, with the end goal being able to do formative assessments to guide student achievement.

- **Postsecondary**

- A single, consolidated postsecondary database does not exist and information is not currently collected in any central location.
- The transactional systems at the eight public postsecondary institutions' Enterprise Resource Planning (ERP) systems are varied, consisting of PeopleSoft, Banner, Datatel, and Jenzabar.
- OSBE Staff evaluated the viability of using the current K-12 infrastructure to house postsecondary data. A high level comparison was conducted comparing the Idaho K-12 extract, transform, and load (ETL) data elements to the Oregon University System ETL templates. The overall result was a less than 40% match of the required data elements in the current K-12 SLDS collection. There are several critical factors that complicate the ability to consolidate postsecondary data in the K-12 SLDS. Some of those factors are:
  - Postsecondary institutions have different federal and state reporting requirements than K-12. Consequently, the manner in which the data fields are defined, collected, and retrieved are fundamentally different. Institutional knowledge and history play a vital role in accommodating these requirements. The complexity and development of the ERP systems at the postsecondary institutions are far more advanced than the data collection systems in the districts, with decades of historical data.
  - The stated priority of ISEE is to get data into the classroom for teachers. They are not in a position to support changes to allow loading postsecondary data into the K-12 SLDS without the engagement of additional contracted developers and personnel to perform the entire implementation. Funding is also not available to support such an effort.
  - The postsecondary institutions were not involved in the design and development of the K-12 SLDS and their needs are not actively being incorporated into the system at present.
  - Based on OSBE staff and institutional work with SDE on the implementation of the unique student identifier (EDUID) application, it became clear there is a strong possibility that incorporation of the postsecondary education data into the K-12 SLDS would not only cause delays to the K-12 SLDS schedule but completion of the P-20 SLDS.

- In September 2010, a project was initiated by OSBE to extend the use of the EDUID application developed by SDE and used for K-12 to all public postsecondary institutions. To date, five of the eight public postsecondary institutions have successfully executed the process and created EDUID's for 2010 fall enrollment. The majority of the remaining institutions are planning to finish in early 2011.

## **Need for P-20 to Workforce SLDS**

### **Federal Requirements**

- Idaho is one of the last states to implement a P-12 Statewide Longitudinal Data System (SLDS). By accepting ARRA SFSF, the state agreed to four assurances, one of which consisted of implementing the 12 elements of the America COMPETES Act by September 30, 2011, which requires a P-16 SLDS. Idaho currently meets seven of the 12 elements of the Act.

### **Future Initiatives and Grants**

- For Idaho to pursue future grant opportunities, Idaho must have the ability to track student level data from K-12 through postsecondary education. Currently, Idaho is not eligible for many of the grant opportunities because the state cannot measure student progress and achievement. As part of Idaho's participation in the Complete College America (CCA) initiative, we are required to track the progress on outcomes over time and through systems.

### **Strategic Plans**

- The State Board of Education, in its Strategic Plan, has established the goal to have a P-20W SLDS developed and implemented by 2015. SDE is also dependent on an SLDS that includes postsecondary data to meet their goal of students prepared to continue their education without the need for remediation. In addition, the Board has set the goal that 60% of 25-34 year olds have a postsecondary degree or credential by 2020. Idaho needs the capacity to track students over time and place to conduct the analysis of where students are falling out of the educational pipeline, and to measure the effects of changes in education delivery against this goal.

## Issues

### Gaps

- Although a list of potential questions has been developed that the P-20 SLDS could help answer, a clear definition of the needs of the potential users has not been completed.
- Data security is a major concern. OSBE will Leverage SDE's K-12 SLDS security solutions to duplicate these successful strategies. As part of this process Idaho will also evaluate other states' implementations to guide Idaho's P-20 SLDS security implementation. Conducting an appropriate evaluation will ensure that confidential data is properly secured during transmission and storage.
- Previously, Professional Technical Educations (PTE) data needs for secondary were satisfied by the IBEDS (FoxPro) system. When SDE replaced IBEDS with the current K-12 SLDS they did not provide for PTE's information requirements to track students in technical programs. A development effort using contracted resources is underway at PTE's expense to add these elements into the K-12 SLDS.
- The proposed use of the Oregon University System (OUS) data collection templates do not include the elements necessary for PTE to produce their federal postsecondary reports for Workforce Improvement Act (WIA) and Perkins. These data elements have been identified and a final review with PTE will be required before implementation. PTE has supplied the reports they are required to produce and the necessary data elements have been identified and added to the OUS model.
- A critical requirement of any database is controlling data quality (i.e. data accuracy, standards, integrity, and completeness) from both an I.T. and business perspective. A Data Management Council will need to be established by the State Board of Education to create and steer the development of the policies and procedures necessary to properly manage the data in the P-20W SLDS and serve as the primary review point for all data management activities. The site visit from the U.S. Department of Education reported: "Data Management processes are just beginning to be implemented at the IDOE [SDE K-12 SLDS]. These processes are not yet mature. The other P-20W participating agencies are in a similar state as regards data management."<sup>1</sup> The Data Management Council responsibilities will include:
  - Development and oversight of a Data Management Plan. This plan will:
    - Detail the processes & procedures needed to determine access to the data and data reports at the

- several levels to prevent intentional or unintentional misuse and/or misinterpretation of the data.
- Define user acceptance testing standards to ensure that the data and functions of the SLDS meet the needs of the stakeholders.
  - Guide development of solutions.
  - Coordinate the efforts of stakeholders.
  - Define the data exchange requirements.
  - Manage the Data Dictionaries for the SLDS to ensure consistent management and use of the information.
- Serve as the point of contact for all SLDS data issues.
- The processing of postsecondary enrollment information for the purposes of issuing an EDUID has exposed instances where matching students to existing K-12 EDUID records should have occurred, but instead, a new EDUID was created.
    - Auditing and reconciliation are manual processes, very time consuming, and have not been done on any of the school district EDUID uploads.
    - No statistics regarding EDUID match rate are provided during the matching process.
    - A detailed analysis of the issue has not been completed.
    - It is left to the school districts and institutions to provide clean data. With the wide variety of systems the school districts and institutions utilize, it is not practical to assume perfect data.
    - Additional data sources are going to have to be accessed to determine the magnitude of the issue and address it.
  - The data collection requirements between K-12 and postsecondary are both very different, which is causing issues in the EDUID matching on collecting and reporting names, name changes, gender, social security number (SSN), etc. Agreements that best satisfy both SDE and postsecondary system requirements must still be made to eliminate and/or reduce these issues.
  - **Agreements**
    - The long-term success of the P-20W SLDS depends upon establishing clear agreements (such as MOUs) with the non-education agencies to ensure data is provided despite any changes in staff or administration. A discussion with all of the institutions regarding the concerns they have with student privacy needs to be conducted and all issues addressed through a statewide agreement on student privacy and the P-20 SLDS.

- **FERPA violation and disclosure of Personally Identifiable Information**
  - The Family Educational Rights and Privacy Act of 1974, also known as FERPA is federal legislation in the United States that protects the privacy of students' personally identifiable information (PII). The act applies to all educational institutions that receive federal funds.<sup>2</sup>
    - The penalties regarding FERPA violations are limited to loss of federal money. However, the exposure can be very damaging to the reputation of the state or institution, and cost the state or institution millions of dollars to notify students of breaches in security of that data. Institutions could also be responsible for credit monitoring to detect identity theft after a release of PII. The P-20 SLDS will be constructed to meet FERPA requirements and the Data Management Council will be tasked with ensuring FERPA compliance.
- **Stakeholder Engagement**
  - Communication with stakeholders has been limited to this point. Although stakeholders have been identified, they need to be formally engaged in the review and execution of the entire P-20W project. Meeting regularly with them will be necessary to review the data elements. A communications plan will need to be established to ensure an informed and engaged process.
- **Student tracking**
  - ARRA SFSF requires Student-level information about the points at which students exit, transfer in, transfer out, drop out, or complete pre-K through postsecondary education programs. To track students transitioning from K-12 into postsecondary, data will be pulled from the K-12 SLDS and uploaded into the National Student Clearinghouse (NSC). With regard to postsecondary transitions, Idaho will also use the National Student Clearinghouse to meet this reporting requirement. OSBE will use the contract currently in place to track postsecondary transitions. The current agreement with NSC only covers postsecondary. The Council of Chief State School Officers (CCSSO) is working on national pricing agreement that would cover K-12, but no timeline has been provided.

## **Barriers**

- **Confidential Information and Requests**
  - Due to the necessity to collect sensitive data such as personally identifiable information, Social Security Numbers (SSN's), and labor data to build a P-20W SLDS. The design of the postsecondary

repository and data collection methods will be complicated and time consuming.

- The common theme of other states that have already developed their SLDS is to highly restrict student identifiable data, provide only the required level of information, and set return/destruction dates on the data usage. An SLDS provides a wealth of information that will attract requests for information, therefore it is critical that the proper processes and procedures are in place before requests are received.
- **Distance/Location**
  - The eight public postsecondary institutions are throughout Idaho, making it difficult and expensive to conduct face to face meetings. As much as possible remote meeting technologies will be utilized to ensure participation.
- **Time**
  - Due to the requirement to have a P-16 SLDS in place by September 2011, a lengthy development cycle must be avoided by continuing to make use of the progress SDE and other states have already made.
- **Budget**
  - Current funding for constructing the postsecondary repository is limited and precludes the development of a Request for Proposal to contract out the design or development of the P-16 SLDS, or incorporating postsecondary data into the K-12 SLDS. Leveraging the OUS data dictionary, leveraging existing OSBE and institution staff, limiting consulting, leveraging the existing SDE SQL cluster, and phasing the implementation provides the most economical solution with the least amount of risk for establishing the P-20W SLDS.
- **Competing Priorities**
  - There are other major projects currently underway at both SDE and several institutions that preclude leveraging some internal resources. These include, but are not limited to, the continuing development of the K-12 SLDS, Idaho State University's conversion to Banner, Boise State University's PeopleSoft upgrade. It is anticipated that involvement by these entities will still be necessary to ensure the success of the P-20 SLDS plans for Phase 1. As much



lead-time and flexibility will be provided to minimize the impact to other projects.

○ **Data Availability**

- The end goal is the capability to track students from pre-school to the workforce. There are several hurdles to be overcome:
  - Obtaining enrollment and graduation data from Private and For-Profit institutions will be a lengthy process. There may be interest on their part to track outcomes for their students, and OSBE could provide that link in exchange for enrollment and graduation information from those entities. A recent financial aid report from the Federal Application for Free Student Aid shows over 100,000 students receiving financial aid in Idaho. The current public postsecondary enrollment for fall 2010 showed an enrollment of 69,737 students, which indicates there are at least 30,000 students enrolled in private or for-profit institutions which have not been accounted for.
  - Labor data is an important component to this effort. Typically Unemployment Insurance wage data is utilized. Currently, the only field to match labor data on is the SSN. The K-12 SLDS does not require SSN and postsecondary typically only collects it if the student applies for financial aid; therefore, there is a gap in identifying students who go directly to the workforce from K-12 or those who leave postsecondary education and enter the workforce. It may be possible to link through another agency that has both demographic data and the SSN, but this will be time consuming and may require executive order.
  - Connecting to a multitude of other state agencies will have to be negotiated individually, but other states have been successful in this endeavor.
  - Graduates who join the military or take a federal job are another group that need to be identified and the agreements created to access this information. This is another area where the efforts of other states can be used as a model.

**Risks**

○ **FY 2012 State Budget**

- Continuing state budget issues may limit or remove institution resources needed for the P-20W SLDS. The proposal is to utilize money identified for the FY2012 Technology Incentive Grant (TIG) program to fund Phase 1. Phase 1 includes the P-20 SLDS ETL development and provides the public institutions with

funding for their ETL development to provide the necessary data, participation in report development, and reviewing the reports generated.

○ **Personally Identifiable Information Release**

- The P-20W SLDS will contain student level data to allow linking or extraction from multiple data sources. To mitigate the risk of exposing personally identifiable information, this data will be segregated in separate tables that can be secured and the access limited to only the required and approved personnel.
- To safeguard personally identifiable information, any public information requests will require data extracts of the results by internal resources, aggregation, approval from the Data Management Council and the owning institutions.
  - Discussions will be planned with other state agencies who routinely deal with sensitive information to ensure that the proper safeguards are in place, including system vulnerability patching, tape storage, administration account control, and access logging.
- MOUs will be developed to manage data extracts for matching to labor data or other data exchanges.

## Recommendation

The construction of the P-20W SLDS should be completed over a period of time, through a four-phased approach. It is recommended to first build a P-12 SLDS and separate postsecondary repository (to form the P-20 SLDS). This will allow for the immediate use of the required data pursuant to the ARRA requirements. Then as time and resources allow, incorporate additional data sources, and improve the functionality and use of the SLDS by maturing to a P-20W SLDS. Continuing implementation by adding a Data Warehouse and Decision Support System increases the usability and removes the dependency on technical resources to retrieve information.

Adding additional functionality in a phased approach provides early wins, allows Idaho to meet the Federal ARRA reporting requirements, assist the Board of Education in making progress toward its Strategic Plan objectives, and increases stakeholder satisfaction.

The State Board of Education should be the entity to lead the development of the P-20W SLDS toward a common vision across all of education. It is critical that all Idaho education and labor agencies work together toward a common SLDS goal. In a recent Institute of Education Sciences grant

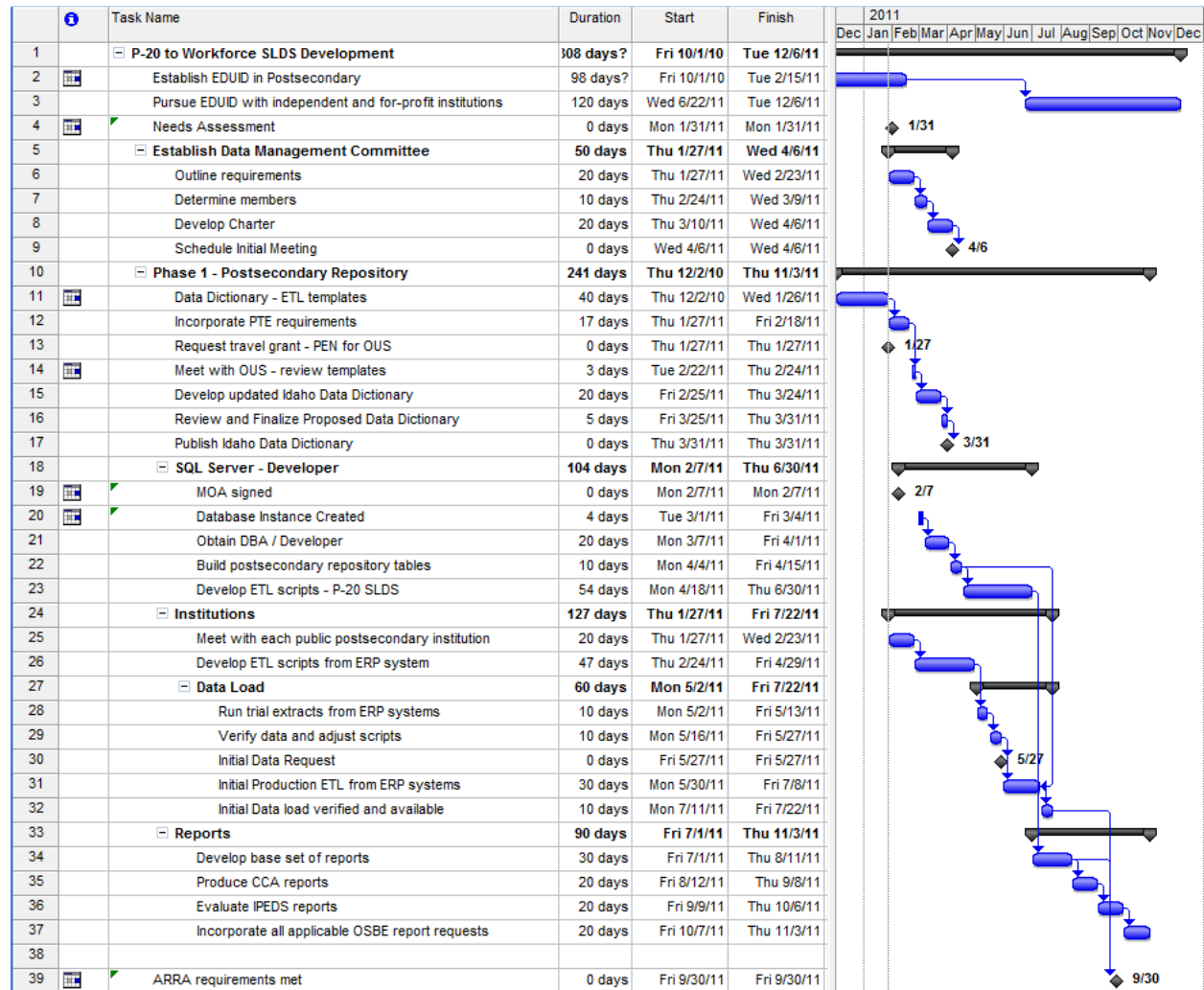
conference, the consensus was that the biggest obstacles states face is a lack of commitment to find ways to share data. Many states experience constant battles and discussions (often taking years), over data privacy, ownership, and dealing with differing FERPA interpretations that often require legislation or executive order to resolve. The goal of an SLDS is to provide the necessary data for education improvement at all levels. Idaho has an advantage in its unique education governance structure that can allow us to succeed in the timeframe available. The SBOE's role as the policy-making body for all of public education provides an opportunity to eliminate these barriers and streamline the process. However, challenges will remain in aligning the various institutions and agencies towards the common goal of tracking students from the time they enter preschool through entry into the workforce.

For the SLDS to be built in a timely manner, a commitment is required from all parties involved to make this a priority and to apply the necessary resources to complete tasks when scheduled. The participants required are the State Board of Education, the Office of the State Board of Education, the State Department of Education, the Division of Professional Technical Education, the Department of Labor, possibly the Department of Transportation, the Department of Corrections, all public postsecondary institutions, and if possible, the private and for-profit institutions. Ideally, ample lead time and as much flexibility as possible will be provided when engaging the institutions and departments. However, the reality is that there will be times when the P-20W SLDS will likely need to be given priority over other internal projects and initiatives.

## Execution Plan

### Phase 1 – Postsecondary Repository and link to K-12 SLDS for P-20 SLDS

Below is a proposed execution plan and timeline for development.



- The EDUID implementation into the postsecondary institutions project is underway with five out of the eight institutions having generated an EDUID for their fall 2010 enrollment of students. The goal is to populate all of the public postsecondary ERP systems with unique student ID's generated via the K-12 EDUID engine by January 31, 2011. OSBE has initiated discussions to include the private institutions in this project. Implementation of the EDUID provides the link necessary between the proposed postsecondary repository and the K-12 system. It also provides the link to produce reports on postsecondary enrollment and remediation needs for first time students who

have graduated from high school in Idaho and are now in Idaho postsecondary institutions, as required by ARRA, SFSF requirements. The cost for this effort is being covered by the institutions.

- Due to the complexity, the short timeframe of the 2011 deliverables, limited resources, and lessons learned from other states, the P-20W SLDS should be implemented in a “building block” phased implementation approach. The potential opportunities to reduce costs by leveraging other states efforts, the fact that the design is not finalized, and that a Request for Proposals would need to be executed to define costs, the Phase 3 and beyond costs should be considered as rough estimates that will be further defined during Phase 2.
- Accept K-12 offer of housing the postsecondary data in a separate instance in the K-12 SQL Server 2008 cluster. SQL Server 2008 supports multiple independent databases (instances) running on the same hardware. The instances are kept logically separated and basically do not know the other instances are running. It is possible to confine each instance to a specific amount of CPU utilization to prevent performance issues. SDE has created a cluster environment which also provides protection from hardware failure, which is a very robust and fault-tolerant solution.
  - Cost: \$50K for a developer (with SQL Server DBA experience) and FY 2011 ETL assistance.
    - Outline requirements and acquire a developer with SQL Server expertise
    - Sufficient work to keep a developer busy for at least a year. Requirement for report development would be satisfied by this position.
      - Despite the current labor market, it could be difficult to find resources with the expertise needed in the price-range planned.
  - Advantages
    - SDE’s offer to provide the instance minimizes cost.
    - Data would reside on the same hardware as K-12 data –any data transfers and/or linkage to K-12 data would be local.
    - SDE is an education entity under the State Board of Education, and under current interpretation, FERPA allows for this arrangement.
    - SDE’s is a secure environment not exposed to the Internet
    - Cost of space will be minimal and is anticipated to be \$3,000 or less annually.

- Able to leverage SDE server expertise to build environment.
- Eventually plan to leverage the development used for the K-12 SLDS ETL process to create the postsecondary load scripts.
- Disadvantages
  - Sharing the SQL Server environment adds additional monitoring requirements to SDE regarding CPU utilization, memory, and storage (which is manageable). An MOA is required to define the arrangement.
  - User creation and access processes and procedures will have to be mutually agreed upon.
- Open items:
  - The Support model with SDE needs to be agreed upon with a Memorandum of Agreement (in process) to specify access and responsibility. The intention would be for the SQL Server instance that is set up for postsecondary to be completely isolated and under the control of OSBE and the institutions.
  - The SDE datacenter is on a different network subnet. Would need to determine a solution for directly linking to the server (which is a minor issue).
  - The Oregon University System (OUS) has provided their data load (ETL) templates, which have saved at least six months of research and analysis efforts to define the data elements required. These templates will be reviewed with the institutions and the Division of Professional Technical Education, then modified to provide the data elements necessary to answer the P-20 SLDS critical questions and serve as the required data elements. A trip funded by the U.S. Department of Education through a grant opportunity called the Personnel Exchange Network (PEN) has been requested for OSBE and SDE to meet with the OUS to discuss technical issues, resolve questions, and ensure understanding of their process.
  - Schedule a meeting with the institutions to review the proposed ETL templates and review this plan.
  - Establish the Data Management Council structure for P-20W SLDS.
  - The transcript system being designed and developed by the P-12 SLDS is scheduled to be operational by September 30, 2011. A meeting of postsecondary admissions was held January 11, 2011, to discuss requirements. The original grant proposal was to develop an electronic transcript system. SDE has changed

direction and is planning on evaluating commercial hosted solutions. The cost for this effort is covered by the current Federal SLDS grant.

- Participate in the WICHE multi-state data exchange pilot to ensure that the SLDS can track students who cross state lines. The result of an exchange includes the ability to compare student performance among states and whether students that transfer out of state in special programs return to the state to join the workforce. Cost is covered by a grant from the Gates foundation and is administered by WICHE.
- There is a need to provide longitudinal data for the Complete College America partnership. Incorporating these requirements with the postsecondary SLDS, reduces the effort required by the institutions.
- Compliance with the reporting requirements of the ARRA America COMPETES Act is scheduled to be completed, or we will have the capacity to meet the requirements, by the September 30, 2011, deadline.

#### **FY2011 Resources and Cost detail (major items)**

- \$ 50,000 covered by remaining FY2011 TIG funding and SBOE budget
  - Labor – Developer = 560 hours \$37,500 (remainder of FY2011)
  - Labor – ETL from postsecondary systems
    - Eight institutions x 320 hours – absorbed by institutions, or covered by FY2011 and FY2012 TIG funds.
- OSBE labor 400 hours - absorbed.
- Meetings and review by institutions – 720 hours - absorbed
- Training - 2days @ each institution x 8 = 128 hours – provided by OSBE
- Project Management – (covered by current TIG)
- Hardware & Software – minimal cost anticipated, less than \$5,000
  - SDE has offered to put up an instance in their environment – \$3,00 or less anticipated
  - May require purchase of storage estimated not to exceed \$1,200
- Travel (absorbed)
- Support – none
- Ongoing support costs:
  - Report Writing – covered by developer
  - Server support - .1 FTE – covered by SDE / OSBE / PTE
  - Data Quality manager – internal resources temporarily leveraged

## Phase 2 – Maturing the SLDS environment

(unbudgeted cost \$1M, timeframe complete by June 30, 2012)

Phase 1 delivers the P-20 SLDS base functionality, and Phase 2 matures the environment to provide information to stakeholders, delivery of additional reports, transition of most OSBE data needs to the P-20 SLDS, improvements to the ETL process, and development of additional data sources.

- Training and documentation plan developed (320 hours – internal staff)
- Develop automated import leveraging SDE's solutions and implement Memorandum of Understanding / Memorandum of Agreements as necessary to include additional data sources and users (400 hours )
- Determine and develop standard SLDS reports (1 FTE)
- Logical model developed (320 hours - consultant or Institution expertise)
- Database Analyst (1 FTE)
- Preliminary Design of the Postsecondary Data Warehouse (320 hours – consultant or institution expertise)
- Incorporate workforce data and evaluate other outcome data (480 hours)
- Determine hardware requirements
  - Expand SQL Server environment to support the data warehouse if necessary, or deploy a new solution
- Deliverables:
  - Web ETL file submission (based on SDE's source)
  - Reports:
    - Integrate federal reporting
    - Transition reports (K-12 to postsecondary)
    - Analyze existing OSBE data requests and move to SLDS
    - Develop ongoing Federal Reports including
      - Completion of 1<sup>st</sup> year credits within 2 years
      - Tracking Students who enroll in postsecondary within 16 months of graduation
      - Students who complete 24 credits within first 2 years
      - Update of other ARRA reports
    - Develop reports to answer critical questions from SBOE, institutions, SDE, and the legislature.
  - Design – Data Warehouse
    - Investigate solutions in place in other states
    - Elemental design decisions made – structure and dimensions
    - Determine hardware, software, and support model



**FY2012 Resources and Cost (major items)  
(pricing based on current state procurement rates for consulting, internal = direct labor + burden + indirect costs)**

Recommendation - (assumes allowance for internal labor)

- Data Warehouse Systems Architect - consultant or internal from postsecondary institutions – 960 hours @ \$115 = \$ 110,400
- Training 640 hours using internal labor @ \$50 = \$32,000
- Travel \$56,000 (3 group meetings and institution visits)
- Grants to public postsecondary institutions to cover ETL development, internal process and documentation changes, automated job scheduling, project management - TBD
- Support costs:
  - Web Developer / Report Writing – 1 FTE for 1 year \$104,000
  - Data Quality manager – 1 FTE for 1 year \$104,000
  - Project Manager – 1 FTE for 1 year \$104,000
  - Database Analyst / SQL Specialist – 1 FTE for 1 year @74.80 \$149,600

**Phase 3 – Finalize Design and implement a postsecondary Data Warehouse**

**(unbudgeted cost approximately \$1M, timeframe complete by June 30, 2013)**

Data Warehouse - The main source of the data is cleaned, transformed, catalogued and made available for use by managers and other business professionals for data mining, online analytical processing, and decision support (Marakas & O'Brien 2009). In the case of education, the Data Warehouse transforms the repository into formats (data marts) that are readily understood by the Institutional Researchers and analysts so they can independently analyze information (within the bounds of the security structure built into the warehouse).

- Determination if P-12 data will be incorporated at this point
- Develop RFP for data warehouse implementation
- Engage institutional experts or consultant to finalize design of the Data Warehouse
- Form committee to determine dimensions and data marts
- Develop data feed (ETL) from data repository to data warehouse
- Hire consultant / leverage institution expertise
- Purchase or leverage Data Warehouse software
- Develop a Business Intelligence roadmap
- Implement solution

### **FY2013 Resources and Cost (major items)**

**(pricing based on current state procurement rates for consulting, internal = direct labor + burden + indirect costs)**

- Recommendation (implement P-20 SLDS data warehouse) \$1 million
  - (assumes allowance for internal labor)
- Data Warehouse Architect Consultant - 240 hours @ \$100 = \$24,000
- Consulting – data crosswalk analysis, determination of data elements, develop automated load and reports \$100,000
- Develop ETL's to populate data warehouse 480 hours @ \$75 = \$36,000
- OSBE labor –
  - participate in design and verify information - 1,000 hours @ \$50 = \$50,000
- Additional software and licensing \$100,000-\$300,000 (plan \$200,000)
  - (low end – leverage an existing solution, high – buy new)
- Additional hardware \$100,000
  - Server and SAN storage
    - (by continuing to leverage SDE the cost may be reduced by as much as ½, would still have to expand SAN and add additional server blades)
- Support costs:
  - Data Warehouse Reports / queries – 1 FTE for 1 year \$104,000
  - Data Quality manager – 1 FTE for 1 year \$104,000
  - Project Manager – 1 FTE for 1 year \$104,000
  - Database Analyst / SQL Specialist – 1 FTE for 1 year @74.80 \$149,600
  - Server support - .25 FTE for 1 year \$25,000
- Option – incorporate P-12 SLDS data
  - Add Developer/SQL for ETL development - \$125,000

### **Phase 4 - Transform to P-20W SLDS & Business Intelligence solution**

**(cost approximately \$1.2M, timeframe complete by June 30, 2014)**

Business Intelligence (BI) tools allow self-service data query including drill down capability, ad-hoc analysis, and the ability to provide public access to aggregated data that is meaningful and productive. This expands the scope of the P-20W SLDS

to include predictive techniques that will guide educators in optimizing the students achievement.

- Expand storage if required
- Gather requirements and determine solutions
- Review solutions deployed by institutions and SDE
- Develop legislation if required
- Develop and implement additional MOUs necessary to include additional data sources and users
- Develop training and support model
- Research and procure business analytics software
- Deliver training on BI tools and additional predictive analytics
- Expand storage if required
- Develop analytics reports and security model

### **FY 2014 Resources and Cost (major items)**

**(pricing based on current state procurement rates for consulting, internal = direct labor + burden + indirect costs)**

- Recommendation – add Business Intelligence tools to the data warehouse \$1.2 million
- Leverage the Decision Support System from another state to base load the capabilities similar to what SDE did for K-12 SLDS. SDE's successful implementation of the K-12 DRS was based on using Nebraska's consultant to assist in installing the base solution. SDE had over an 80% match rate on fields, which made having the system operational in a very short time period reasonable.
- Evaluate other states decision reporting systems and determine a solution
- Decision Support System Consultant 500 hours @ \$100 = \$50,000
- Programmers – modify DRS to match fields 480 hours @ \$75 = \$36,000
- OSBE internal labor – 1,000 hours @ \$50 = \$50,000
- Business Intelligence software and licensing \$100,000 to \$500,000.
- Ongoing support costs:
  - Decision Support Expertise – 1 FTE for 1 year \$104,000
  - Data Quality manager – 1 FTE for 1 year \$104,000
  - Project Manager – 1 FTE for 1 year \$104,000
  - DBA – 1 FTE for 1 year @74.80 \$149,600
  - Server support - .25 FTE for 1 year \$25,000

## References

1. US Department of Education site visit draft report– August 2010
2. [http://searchsecurity.techtarget.com/sDefinition/0,,sid14\\_gci1366036,00.html](http://searchsecurity.techtarget.com/sDefinition/0,,sid14_gci1366036,00.html)

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 17, 2010**

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**SUBJECT**

WWAMI Admissions Committee Appointments

**REFERENCE**

December 2-3, 2003      A schedule of rotating terms of membership was created to allow the medical community greater opportunities to be involved in this activity. The Board approved the three-year rotating terms for the WWAMI Admissions Committee.

June 13-14, 2007      Board approved increasing the committee to a four-member committee and appointed Dr. David Anderson, Dr. Peter Kozisek, Dr. Jennifer Garwick, and Dr. Mary Barinaga as Idaho members.

**BACKGROUND/DISCUSSION**

The Idaho WWAMI Admissions Committee consists of four physicians from Idaho who interview Idaho students interested in attending the University of Washington School of medicine. The members of the Idaho WWAMI Admissions Committee serve three-year terms which are renewable once for an additional three years. The terms of the members are staggered so there are always senior members on the Committee. Idaho physicians currently serving on the admissions committee are: Dr. David Anderson of Idaho Falls, Dr. Mary Barinaga of Boise (formerly of Plummer), Dr. Jennifer Garwick of Coeur d' Alene, and Dr. Pete Kozisek of Boise. See committee member terms and rotation schedule in Attachment 2.

Dr. Barinaga has accepted a new position as Assistant Dean for Regional Affairs & Idaho WWAMI Clinical Education Coordinator. As such, she will resign from her position on the committee after this year's admission interviews. Dr. Anderson's term ends June 2011. Due to Dr. Barinaga ending her term early, the staggering of committee members rotating off is impacted. As a result, in 2012 admission cycle, the last two 2nd term members will be fulfilling their third and final year as the two new committee members begin their 1st term/1st year. This means the Board will also need to appoint two new members to the admissions committee next year for the 2013 admissions cycle.

Announcements were made last fall for the two open positions with professional organizations ( e.g. Idaho Medical Association, Idaho Academy of Family Physician, Idaho Hospital Association) and within medical staff newsletters among Idaho's hospitals. There were five physicians initially interested in these two positions. The Idaho Admissions Oversight Committee, which reviewed the applications and conducted interviews, consisted of the first-year Idaho WWAMI Director, the WWAMI Idaho Clinical Coordinator, Idaho State Board of Education's Chief Fiscal Officer, the Idaho Admissions Committee Chair, and a member of the Idaho Medical Association Committee on Medical Education.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 17, 2010**

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Affairs. The Idaho Admissions Oversight Committee took into consideration, among other things, the desire for a geographically diverse committee membership, and a goal of not having more than one subspecialist on the admissions committee.

The Committee has forwarded their recommendation to appoint Dr. Glenn E. Jefferson of Lewiston and Dr. Leanne M. Rousseau of Coeur d'Alene to the University of Washington School of Medicine Committee on Admissions.

**IMPACT**

A total of 80 Idaho students receive medical education through the WWAMI program each year.

**ATTACHMENTS**

Attachment 1 – WWAMI Transmittal Letter	Page 3
Attachment 2 – WWAMI Admission Committee Overview	Page 5
Attachment 3 – Committee Membership Rotation Schedule	Page 9
Attachment 4 – Curriculum Vitae of Dr. Glenn E. Jefferson	Page 11
Attachment 5 – Curriculum Vitae of Dr. Leanne M. Rousseau	Page 15

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff participated in the interviews of the admissions committee candidates and recommends their approval without reservation.

**BOARD ACTION**

I move to approve the appointment of Dr. Glenn Jefferson as an Idaho member of the WWAMI Admissions Committee for a term of three years effective July 1, 2011 – June 30, 2014.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the appointment of Dr. Leanne Rousseau as an Idaho member of the WWAMI Admissions Committee for a term of two years effective July 1, 2011 – June 30, 2013.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

December 20, 2010

Mike Rush, Ph.D.  
Executive Director  
Idaho State Board of Education  
650 W. State Street  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Dr. Rush,

The Idaho Admissions Nominating Committee, consisting of the first-year Idaho WWAMI Director, Idaho WWAMI Assistant Clinical Dean, Idaho Admissions Committee Chair, Idaho State Board of Education's Chief Fiscal Officer, and a member of the Idaho Medical Association Committee on Medical Education Affairs, have identified the following Idaho Physicians to serve on the Idaho Admissions Committee for the University of Washington School of Medicine for Entering Year 2012.

Dr. Leanne M. Rousseau is a family medicine physician from Post Falls who will be replacing me on the Idaho Admissions Committee. Her first term will begin July 2011 through June 2013.

Dr. Glenn E. Jefferson is a family medicine physician from Lewiston who will be replacing Dr. David Anderson on the Idaho Admissions Committee. His first term will begin July 2011 through June 2014.

Attached, for your review are the CV's for both candidates. Thank you for your serious consideration of these nominations and support of the Idaho Admissions Nominating Committee. Should you have any questions, please feel free to contact me.

Sincerely,

Mary E. Barinaga, M.D.

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**Idaho WWAMI Admissions Committee  
University of Washington School of Medicine**

**Overview**

Idaho participates with the University of Washington School of Medicine WWAMI medical education program. WWAMI is a five state regional medical school which is made up Idaho of Washington, Wyoming, Alaska, Montana, and Idaho. Idaho has been a partner since 1971. Each state has an individual admissions committee which helps with the admissions process for the students from that state.

Students wishing to pursue an M.D. degree from Idaho apply for a dmission to the UWSOM. The admissions process involves submission of typical demographic and academic data and participation in an interview either in Seattle or Boise. An initial screen of applicants is designed to eliminate those most likely to have academic problems completing the required course work. This initial screen is done by faculty in Seattle. If a n Idaho student is not offered an interview, the chair of the Idaho admissions committee will review the file and may decide to offer the student a n interview.

The admissions process is designed to give significant weight to the interview in identifying which students will be admitted. The intent is that once a student has demonstrated that he/she is academically qualified for medical school, other factors beyond native intelligence are important in determining who will be the best doctor. Those personal traits include desire to serve others, ability to communicate, a sense of ethics, etc., and the interview is designed to evaluate these extra-academic personality factors. The University of Washington School of Medicine adopted a new mission statement that underscores the commitment to regional, rural, and underserved populations and their healthcare needs in the five-state WWAMI region. The Idaho WWAMI Admissions Committee has a major role in this mission.

**Committee Structure and Responsibilities**

The Idaho WWAMI Admissions Committee is composed of four physicians from Idaho. One member is the Chair of the committee and serves on the Executive Committee of the UWSOM Admissions Committee (EXCOM). Interviews occur one week in Boise and one week in Seattle. Committee members spend approximately twenty hours individually prior to each interview week reviewing the files of the applicants. The applications are filed electronically and are available for review at least 4-6 weeks prior to the scheduled interviews. The UWSOM provides lodging and round trip travel costs for all Idaho WWAMI Admission Committee members' home community to the interviewing site for all interview sessions. During interview sessions, days typically begin with a pre-interview discussion session beginning at 7:00 a.m. Individual interviews begin at 8:00 a.m. with three interviews in the morning and three interviews in the afternoon with the day finishing by 5 pm.

## **Principles**

1. The interviewers must be practicing or retired physicians with experience in health care in Idaho.
2. Because the primary interaction is with the University of Idaho with the University of Washington School of Medicine to conduct the program, having some working knowledge of the University of Idaho WWAMI program, its faculty and organization, is helpful.
3. If interested and qualified applicants are available, it is suggested that no more than one of the members of the admissions committee be a non-primary care specialty physician.
4. If interested and qualified applicants are available, it is suggested that the members home towns be well distributed across Idaho.
5. The appointment/obligation is three years in length with the option to renew for a second three-year term.
6. Only in exceptional circumstances should the terms extend beyond those six years in order to provide opportunity for all physicians who are interested to participate as Admissions Committee members.
7. Terms will be staggered to maintain two of the four interviewers with experience.
8. Physicians chosen to become interviewers must be willing to accept the significant time commitment (5 days for each of two interview sessions during January-March) for everyone's attendance at the interview sessions is critical to the process.
9. Physicians chosen to become interviewers must be willing to accept the significant time commitment prior to interviewing or review the online applications.
10. The Idaho State Board of Education approves appointments and term limits.

## **Appointment Process**

The actual process to replace retiring/resigning committee members is:

1. The Idaho WWAMI Admissions Committee is composed of four members. The most recent retiring member of the Idaho WWAMI Admissions Committee will serve as a substitute should one of the regular members be unable to attend a session.
2. Those four members are appointed to one staggered three-year term or possibly one two-year term in order to have a overlapping rotation. Although the term is three years, each retiring committee member has the option to serve a second three-year term.
3. The member of the committee with the most tenure will become the Idaho Chairperson who represents Idaho at the EXCOM committee and is responsible for much of the logistics of arranging interview sessions times and pre-interview review of academic records. This member may request fellow members to share this responsibility.

4. A committee made up of the first-year Idaho WWAMI Director, Assistant Clinical Dean, Idaho WWAMI, member of the Idaho Medical Association Committee on Medical Education Affairs, Chairman of the Idaho WWAMI Admissions Committee, and the State Board of Education Chief Academic Officer will be charged with reviewing all interested candidates. This committee will submit a rank list of candidates to the Chief Academic Officer of the State Board of Education for submission to the State Board of Education for approval. The list will indicate the remaining terms of the existing committee members.
5. The same process will be used to fill any vacancies that occur prior to the completion of a full term.

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**Idaho WWAMI Admissions Committee  
Membership Rotation Schedule**

<b>Interview E-2011</b>			<b>Interview E-2012</b>			<b>Interview E-2013</b>		
<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>	<i>Name</i>	<i>Term</i>	<i>Year</i>
Anderson	<b>Final</b>	<b>Final</b>	Kozisek, <b>Chair</b>	<b>Final</b>	<b>Final</b>	Rousseau	1 <sup>st</sup>	3 <sup>rd</sup>
Kozisek, <b>Chair</b>	2 <sup>nd</sup>	2 <sup>nd</sup>	Garwick	<b>Final</b>	<b>Final</b>	Jefferson	1 <sup>st</sup>	2 <sup>nd</sup>
Barinaga*	Final	1 <sup>st</sup>	Rousseau	1 <sup>st</sup>	2 <sup>nd</sup>	New "A"	1 <sup>st</sup>	1 <sup>st</sup>
Garwick	2 <sup>nd</sup>	2 <sup>nd</sup>	Jefferson	1 <sup>st</sup>	1 <sup>st</sup>	New "B"	1 <sup>st</sup>	1 <sup>st</sup>

\* Resigning effective June 30, 2011

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**APPLICATION**  
**~ Idaho Admissions Committee ~**

**University of Washington School of Medicine/WWAMI Program**

Yes! I am interested in applying for an appointment to the Idaho WWAMI Admissions Committee for the University of Washington School of Medicine. I understand the position is for a 3-year term and that Committee duties will require a significant commitment of time, including one week in Boise and Seattle each during the January through March months to complete personal interviews with student applicants.

**1. General Information**

Name: Glenn E. JEFFERSON Specialty: FAMILY PRACTICE

Mailing Address: 2315 8th STR. GRADE  
LEWISTON, ID 83501

Phone Number: 208 746 - 1383 Fax Number: \_\_\_\_\_

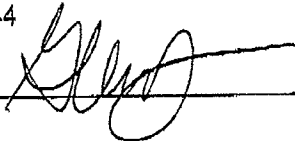
E-mail Address: GJEFFERSON@VALLEYMEDICALCENTER.COM

**2. Written Statement**

Please provide a one-page written statement indicating why you are interested in serving on the Idaho Admissions Committee and how you believe you can contribute to the admissions process.

**3. Return completed form and statement of interest by September 1, 2010**

To: Idaho WWAMI Medical Education Program  
322 E. Front Street, Suite 442B  
Boise, ID 83702  
Fax (208) 334-2344

Signature:  Date: 8/18/10

First I would like to thank you for considering my application for this position on the nominating committee. Over the last five years I have seen the transition of the status of recruitment of Primary Care in the state go from a nonconcern to our CEO, to something that is almost unattainable. I have seen the future of primary care in our state go from the ideal end point of family practice training to something that may likely be done by Nurse Practitioners and Physician Assistants. I would like to be a part of altering this sea change in the practice of medicine in our state. The payment issues associated with some of these challenges is beyond this committee and me, but choosing candidates who have the dedication to the people of the state and the commitment to return is something that can be done here. I have been helping our community engage the mission of medical training presently by sponsoring residents and medical students to experience the Lewis-Clark valley medical community. We understand that exposure to the community is the best way to encourage young medical professionals to return to this community. Doing this on a state wide basis and succeeding would be gratifying.

As we see the growth of residencies in the state other than family practice, this should help increase the influx of medical professionals in these much needed specialties. We have all seen the statistics that the presence of residencies in a state is the best return on investment and the continuation of promoting them with the University of Washington will be crucial to the health of the medical community. Also continuing to work with the University of Washington to build our distributive model of medical training seems to be the most cost effective way to promote medicine in the state of Idaho, always a primary concern to the Legislature. I plan to continue to promote, through the Idaho Medical Association, the support for the WAMI program. I will also work for its expansion and for the expansion of present residency programs to make medical training in the state more self sustaining regardless of my selection or not to this committee

My involvement with the uninsured as well the Idaho Academy of Family Physicians and the Idaho Medical Association should give me a valuable perspective into the needs of our state in assisting this committee.



# CURRICULUM VITAE

## Glenn E Jefferson MD

### PERSONAL:

Date of Birth: 01/26/1953

Lynchburg, Virginia

Married: Ann Frost Jefferson

Children: twins, Sara Light and Laura Ann

Email: [gjefferson@valleymedicalcenter.com](mailto:gjefferson@valleymedicalcenter.com)

Home address: 1220 Alder Ave, Lewiston, Idaho 83501

### Work Office:

Valley Medical Center, PLLC

2315 8<sup>th</sup> Str Grade

Lewiston, Idaho 83501

Telephone: 208 746-1383

### Education:

M.D. Virginia Commonwealth University, Richmond, Virginia, 1979

B.S. Hampden-Sydney College 1975, Chemistry

### POSTGRADUATE TRAINING

1979-1982 Malcolm Grow Medical Center, Residence Family Practice

### EMPLOYMENT HISTORY

1982-1984 Staff Family Physician Mt. Home AFB

1984-1987 Staff Family Physician Ramstein AFB, West Germany

1987-2008 Family Physician Valley Medical Center

2008-Present Express Care Physician, Valley Medical Center

<http://webmail.clearwire.net/mail/h/173ilfirmx42mw/?view=att&th=12a860078b2a8d9a&at...> 8/18/2010

**MEDICAL LICENSURES**

Idaho M4593

**BOARD CERTIFICATION**

American Academy of Family Physicians, 1982-present

**ELECTIONS-APPOINTMENTS**

Chief of Staff, St Josephs Regional Medical Center 1999-2000

Board, Idaho Academy of Family Physicians, 1997-2001

President Idaho Academy of Family Physicians, 2001-2

District Two Trustee, Idaho Medical Association, 2001-2007

President, Idaho Medical Association, 2008-9

**COMMUNITY SERVICE**

Cofounder- Snake River Community Clinic, 2000

President- Snake River Community Clinic 2000-2009



**APPLICATION**  
~ Idaho Admissions Committee ~

**University of Washington School of Medicine/WWAMI Program**

Yes! I am interested in applying for an appointment to the Idaho WWAMI Admissions Committee for the University of Washington School of Medicine. I understand the position is for a 3-year term and that Committee duties will require a significant commitment of time, including one week in Boise and Seattle each during the January through March months to complete personal interviews with student applicants.

**1. General Information**

Name: Leanne Marie Rousseau Specialty: Family Practice

Mailing Address: 17302 West Deer Ridge Rd  
Post Falls, ID 83854

Phone Number: (208) 818-5166 Fax Number: (208) 777-9271

E-mail Address: rousseau.leanne@gmail.com

**2. Written Statement**

Please provide a one-page written statement indicating why you are interested in serving on the Idaho Admissions Committee and how you believe you can contribute to the admissions process.

**3. Return completed form and statement of interest by September 1, 2010**

To: Idaho WWAMI Medical Education Program  
322 E. Front Street, Suite 442B  
Boise, ID 83702  
Fax (208) 334-2344

Signature: Leanne Rousseau Date: 9-1-2010

September 1, 2010

Dr. Suzanne Allen  
Idaho WWAMI Clinical Medical Education Coordinator  
322 E. Front Street, Suite 442B  
Boise, ID 83702

Dear Dr. Allen and WWAMI committee,

I am interested in the opportunity available to serve on the Idaho WWAMI admissions committee. I have a long-standing interest in continuing to bring physicians back to our state to meet our health care needs and help alleviate our physician shortage.

While I realize there is some focused work involved in reviewing the applications and interviewing the students, I would find it interesting and exciting to work with the members of the committee and to meet the young people of our state who are interested in medicine.

My passion is primary care, and more particularly, meeting the needs of the under served. I also recognize the need for physicians across all specialties in our state to provide exceptional, state of the art health care. I helped to form our community health center in Kootenai County, the Dirne Community Health Center, but was a volunteer for the low income clinic prior to that for many years. I felt that when we became a CHC, that it was tremendously important maintain our network of volunteer specialists who would see our patients in their offices and provide discounted or free service. It is a very important adjunct to what we do as primary care physicians.

I believe I can dedicate the time and energy needed to be a contributing member of the committee, I enjoy meeting students and encouraging their interest in medicine, and I don't mind taking the time to travel to meetings. While I have not previously been involved with the WWAMI program, I am a graduate of the Wyoming-Utah contract program and aware of the important role these programs play in bringing physicians to our state. As medical director of the CHC, I worked to make educational opportunities available to WWAMI students and others interested in medical careers in the health center.

Thank you for your passion and service to medical education and for considering my application.

Sincerely,



Leanne Rousseau, MD

HEALTHWEAVE, PLLC  
17302 West Deer Ridge Rd. Post Falls, ID 83854  
Phone: 208-818-5166 fax: 208-777-9271 email: arachnc.healthweave@gmail.com

**Leanne Marie Rousseau, MD**

17302 West Deer Ridge Rd.  
Post Falls, ID 83854

(208)773-0897

Email: rousseau.leanne@gmail.com

**INTRODUCTION**

Family Medicine, community health and preventive medicine are my life-long professional interests. I truly believe in the positive economic and social impact of promoting healthy lifestyles and caring for the acute, emergent and chronic health needs of all segments of the population.

**EDUCATION**

1972-1976 Riverton High School, Riverton, WY  
 1976-1978 B.S. Biology, Carroll College, Helena, MT  
 1978-1979 Washington University, St. Louis, MO  
 1979-1983 MD, University of Utah Medical School, Salt Lake City, UT  
 1983-1986 Family Practice Resident, University of Utah  
 1986-present Ongoing continuing medical education, 50 credits per year minimum

**EMPLOYMENT**

2008-2010 New Hope Social services—contract physician for medication management and treatment plan oversight  
 2008-2010 After-hours clinic and Kootenai Urgent Care—urgent care physician  
 2002-2007 Medical Director and family medicine physician,  
 Dirne Community Health Center  
 1106 Ironwood Dr. Coeur d'Alene, ID 83814  
 1991-2003 Volunteer family practice physician, Dirne Clinic  
 1992-2003 Family Practitioner, part-time acute care physician  
 Group Health Cooperative: Riverfront Medical Center, Coeur d'Alene Health Care Center,  
 and Veradale Health Care Center  
 322 West North River Drive. Spokane, WA 99201 (509) 324-6464  
 1987-1989 Family Practice Medical Consultant  
 Southwest Wyoming Community Mental Health Center, Rock Springs, WY  
 Cared for mental health patients, prescribing medications for mental health needs,  
 referring for specialty care, and meeting acute care primary care needs  
 1987-1988 Part-time Family Practitioner, Private Practice  
 Rock Springs, WY, Castle Rock Medical Center, Green River, WY; and Family Practice Center,  
 Riverton, WY

**MEDICAL LICENSES**

1986 Wyoming, current 3891A  
 1990 Idaho, current M-6045  
 1995 Washington, current MD00031119  
 DEA, current

**CERTIFICATION**

1984 National Board of Medical Examiners  
 1987, 1994, 2001, 2008 American Board of Family Medicine

**PROFESSIONAL SOCIETIES**

American Academy of Family Practice  
 Idaho Academy of Family Practice  
 Delegate to Idaho Medical Association

**OTHER**

Member of Region I Mental Health Board of Directors 2006-present

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**AUDIT COMMITTEE  
FEBRUARY 17, 2010**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>IDAHO STATE UNIVERSITY – SINGLE AUDIT REPORT</b>	Motion to accept

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**AUDIT COMMITTEE  
FEBRUARY 17, 2011**

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**SUBJECT**

Presentation of the Idaho State University audit findings and management's responses

**REFERENCE**

October 14, 2010 Accepted from the Audit Committee the Fiscal Year 2010 financial audit reports for Boise State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Bylaws, Section V.H.4.f.

**BACKGROUND/DISCUSSION**

The Board contracted with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. FY 2010 is the sixth year that Moss Adams has conducted audits of the financial statements for the colleges and universities.

The audits are conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements.

Along with this agenda item, Board members will receive the Independent Auditor's Report and Financial Statements for the Year Ended June 30, which also contains the Management's Discussion and Analysis.

At the October 2010 Board meeting, Idaho State University (ISU) presented the FY 2010 Audit Summary. It was pointed out that ISU's final audit report had not yet been completed due to some staff issues and system challenges which delayed the University in getting their financial statements turned in on time. Management explained that an analysis of their finance office prior to the audit report deadlines pointed to the need to reorganize and reassign staff so there isn't an extreme dependency on one individual.

**IMPACT**

Management from Idaho State University will be available to discuss the audit findings and management's responses.

**STAFF COMMENTS AND RECOMMENDATIONS**

In late January, Moss Adams conducted a preliminary review of their audit findings with members of the Audit Committee and Board staff.

**AUDIT COMMITTEE  
FEBRUARY 17, 2011**

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**BOARD ACTION**

I move to accept from the Audit Committee the Fiscal Year 2010 financial audit report for Idaho State University, as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 17, 2010**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Employment Agreement – Head Women’s Basketball Coach	Motion to approve
<b>2</b>	<b>IDAHO STATE UNIVERSITY</b> Employment Agreement – Head Football Coach	Motion to approve
<b>3</b>	<b>OFFICE OF THE IDAHO STATE BOARD OF EDUCATION</b> Supplemental Plan for Highly Compensated Employees	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Five year contract for a Head Women's Basketball Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a multi-year contract for its Head Women's Basketball Coach. The contract will be for five years. The salary is \$174,900 per year, plus media based supplemental pay of \$5,100 annually, with incentives as follows:

Athletic Incentive Pay may be earned as follows:

WAC Regular Season Champions	\$5,000
The greater of the following two:	
WAC Tournament Finalist	\$3,000
WAC Tournament Champions	\$15,000
NCAA Tournament Appearances	\$5,000 per game
WNIT Appearance	\$3,000 per game
20 Wins	\$4,000
Winning Record (more wins than losses)	\$4,000

Academic Incentive Pay may be earned if the 4-year team APR ranks nationally within women's basketball above the 50th percentile as follows:

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

Liquidated damages for the Coach terminating the contract early for his own convenience are \$60,000 for the first year, \$45,000 for the second year and \$30,000 for the third year.

**IMPACT**

This contract represents a five year contract, with a start date of April 2010. The reason is that the Coach is currently in the middle of an existing contract already earning the stated salary. However, the incentive pay terms were re-negotiated in mid year. To memorialize those changes and make them effective and applicable in the current season, the new contract was drafted to back date to the beginning of this contract year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Redline from the SBOE Model	Page 17
Attachment 3 – Matrix	Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

This is an employment contract for BSU's women's basketball coach. The contract is consistent with the Board-approved multi-year model contract except as noted in the redline version and matrix in Attachments 2 and 3, respectively.

The salient compensation terms and conditions are summarized in the Background/Discussion, above. The contract does stipulate an annual team retention rate of at least 50% is a condition precedent to the coach's receipt of supplemental compensation.

Maximum potential annual compensation (base salary, media payment and maximum potential incentive) is \$223,500 plus any per game compensation for NCAA tournament or WNIT appearances. The base salary amount provided in this agreement is funded entirely from athletics program revenue.

The coach may be eligible to receive other supplemental compensation: (1) based on other factors at the discretion of the president and upon approval by the Board; and (2) through University operated summer camps.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to execute a multi-year employment contract with Gordon Presnell for Head Women's Basketball Coach for a term commencing April 1, 2010 and terminating March 31, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Boise State University, and Gordon H. Presnell.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team (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.

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

ARTICLE 2

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

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustee. 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 \$174,900 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 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) WAC Regular Season Champions \$5,000
- b) The greater of the following two:
  - WAC Tournament Finalist \$3,000
  - WAC Tournament Champions \$15,000
- c) NCAA Tournament Appearances \$5,000 per game
- d) WNIT Appearance \$3,000 per game
- e) 20 Wins \$4,000
- f) Winning Record (more wins than losses) \$4,000



3.2.2 Academic Achievement

Academic Incentive Pay may be earned if your 4 year team APR ranks nationally within your sport above the 50th percentile as follows:

<u>National Rank Within Sport</u>		
50th - 59.9%	=	\$5,000
60th - 69.9%	=	\$7,500
70th - 79.9 %	=	\$10,000
80th % or above	=	\$12,500

3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:

a. Payment date for academic achievement supplemental compensation and for athletic achievement supplemental compensation shall be made July 1<sup>st</sup> 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% 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 women'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 and approved by the University's Board of Trustees.

3.2.5 The Coach shall receive the sum of \$5,100 annually from 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). This sum shall be paid monthly. 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 the University. Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer basketball camps, the University shall pay Coach a reasonable supplemental compensation during each year of his employment as head coach at the University. The summer youth camp must be operated by Coach in a manner that reflects positively on the University and the Department. The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps. All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University 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 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 endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

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.

4.6 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.

4.7 Specific Duties of Coach. The Coach is expected to devote full-time to coaching and recruitment involving the Women'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 barbecue
- b) The weekly BAA function 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 Golf Series Tournaments.

**ARTICLE 5**

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

5.1.1 In addition to the definitions contained in applicable 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 or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (20) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if

Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. 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, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a) and the amount set forth in section 3.2.5, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature 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 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) and the amount set forth in section 3.2.5 (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction 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 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 had opportunity to be represented by legal counsel in the contract negotiations have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 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, 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 1, 2011, the sum of \$60,000; (b) if the Agreement is terminated between June 1, 2011 and May 31, 2012 inclusive, the sum of \$45,000; (c) if the Agreement is terminated between June 1, 2012 and May 31, 2013 inclusive, the sum of \$30,000. 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 had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated

damages provision, giving consideration to the fact that the 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 terminated this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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



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

**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 (Regents or Trustees) and University's rules regarding 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 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 (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, Idaho 83725-1020

with a copy to:                      President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Gordon H. Presnell  
   Last known address on file with  
   University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other

designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

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

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

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

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President                      Date

\_\_\_\_\_  
Gordon H. Presnell                      Date

Approved by the SBOE on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University, and Gordon H. Presnell.

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team (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.

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

### ARTICLE 2

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

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustee. 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 \$174,900 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 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~~

~~3.3 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 head (Sport) 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 Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2 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 (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) 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 (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic~~

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

3.2.1 Athletic Achievement

a)	<u>WAC Regular Season Champions</u>	<u>\$5,000</u>
b)	<u>The greater of the following two:</u>	
	<u>WAC Tournament Finalist</u>	<u>\$3,000</u>
	<u>WAC Tournament Champions</u>	<u>\$15,000</u>
c)	<u>NCAA Tournament Appearances</u>	<u>\$5,000 per game</u>
d)	<u>WNIT Appearance</u>	<u>\$3,000 per game</u>
e)	<u>20 Wins</u>	<u>\$4,000</u>
f)	<u>Winning Record (more wins than losses)</u>	<u>\$4,000</u>

3.2.2 Academic Achievement

Academic Incentive Pay may be earned if your 4 year team APR ranks nationally within your sport above the 50th percentile as follows:

<u>National Rank Within Sport</u>		
<u>50th - 59.9%</u>	<u>=</u>	<u>\$5,000</u>
<u>60th - 69.9%</u>	<u>=</u>	<u>\$7,500</u>
<u>70th - 79.9 %</u>	<u>=</u>	<u>\$10,000</u>
<u>80th % or above</u>	<u>=</u>	<u>\$12,500</u>

3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:

a. Payment date for academic achievement supplemental compensation and for athletic achievement supplemental compensation shall be made July 1<sup>st</sup> 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% 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 women'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 and approved by the University's Board of Trustees).

3.2.5— The Coach shall receive the sum of \$5,100 annually from 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 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 shall be paid monthly. 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 the University. Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general



administration of the University's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer basketball camps, the University shall pay Coach a reasonable supplemental compensation during each year of his employment as head coach at the University. The summer youth camp must be operated by Coach in a manner that reflects positively on the University and the Department. The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps. All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University 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 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 endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, 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 University's athletic conference (currently the Western Athletic Conference (WAC)).

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.

4.6 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.

4.7 Specific Duties of Coach. The Coach is expected to devote full-time to coaching and recruitment involving the Women'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 barbecue
- b) The weekly BAA function 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 Golf Series Tournaments.

## ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable 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 or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (20) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. 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, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a) and the amount set forth in section 3.2.5, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature 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 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) and the amount set forth in section 3.2.5 (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction 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 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 been represented by legal counsel in the contract negotiations and~~The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 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, 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 1, 2011, the sum of \$60,000; (b) if the Agreement is terminated between June 1, 2011 and May 31, 2012 inclusive, the sum of \$45,000; (c) if the Agreement is terminated between June 1, 2012 and May 31, 2013 inclusive, the sum of \$30,000. 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 ~~5.3.4 The parties have both been represented by legal counsel in the contract negotiations and~~The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the 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 terminated this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

**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 (Regents or Trustees) and University's rules regarding 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, Idaho 83725-1020

with a copy to:                      President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Gordon H. Presnell  
   Last known address on file with  
   University's Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President                      Date

\_\_\_\_\_  
Gordon H. Presnell                      Date

Approved by the SBOE on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## Gordon Presnell, Boise State University, Head Track Coach – 2010 to 1015 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for athletic and academic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; language added	Provides for monthly payment rather than year end payment.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
4.7	None	4.7 Specific Duties of Coach	Language provides for specific duties.
5.2	5.2.2 Termination of coach for convenience	5.2.2 Termination of coach for convenience	Added the 3.2.5 payments.
5.2	5.2.3. Termination of coach for convenience and 5.3.4 Termination by coach for convenience	5.2.3 Termination of coach for convenience and 5.3.4 Termination by coach for convenience	Coach was not represented, but had opportunity to do so.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year employment agreement for Head Football Coach

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University is requesting approval for a four-year, two-month employment agreement for Michael D. Kramer, Head Football Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 3. The position is funded by state appropriated funds.

**IMPACT**

This contract will provide a stable coaching environment for the football program as well as stability and consistency for the Athletic Department as a whole.

**ATTACHMENTS**

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement – Red-Line	Page 17
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**STAFF AND COMMENTS AND RECOMMENDATIONS**

This is an employment contract for ISU's head football coach. The salary is \$135,012.80 per year, with incentives as follows:

Athletic Incentive Pay

Conference Champion or Co-Champion:	\$5,192.80
NCAA FCS Playoffs:	\$5,192.80
Average Attendance at Home Games:	
6,000-6,999	\$2,000.00
7,000-7,999	\$4,000.00
8,000-8,999	\$6,000.00
9,000-9,999	\$8,000.00
10,000+	\$10,000.00
Big Sky Conference Coach of the Year:	\$5,192.80
Winning Season:	
8 wins:	\$2,000.00
9 wins:	\$4,000.00
10 wins:	\$6,000.00
11 wins:	\$8,000.00

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 17, 2011**

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		12 wins:	\$10,000.00
NCAA FCS Playoffs:			
Play-in	8 Teams	1st win	\$5,000.00
Round 2	16 Teams	2nd win	\$5,000.00
Round 3	8 Teams	3rd win	\$5,000.00
Round 4	4 Teams	4th win	\$8,000.00
Round 5	2 Teams	5th win	\$10,000.00

Team Participation in "Money Games": 1% of contract payment with loss or 3% of contract payment with win

Supplemental Compensation may also be earned based on academic achievement and team member behavior, at the discretion of the president and upon approval by the Board. Factors will include the team's 4-year APR ranking based on attainment of the following levels:

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

Maximum potential annual compensation (base salary and maximum potential incentive) would be \$216,091.20.

The coach is also eligible to receive other supplemental compensation through University operated summer camps.

Liquidated damages for the Coach terminating the contract early for his own convenience are \$30,000 for the first year, \$20,000 for the second year and \$10,000 for the third year.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to execute a multi-year employment contract with Michael Kramer for Head Football Coach for a term commencing November 22, 2010 and terminating January 21, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Michael D. Kramer (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 sections 3.2.1 through 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four ( 4 ) years, two (2) months, commencing on November 22, 2010 and terminating, without further notice to Coach, on January 21, 2015 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of 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.

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 \$135,012.80 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

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 two week's pay ( $2/52 \times$  Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team competes for the NCAA Football Championship Subdivision post-season playoffs, 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 two week's pay ( $2/52 \times$  Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. 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 \$15,000 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 discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized



University activities, in the community, and elsewhere and the Team’s four-year ranking based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
50%-59%	\$ 5,000.00
60%-69%	\$ 7,500.00
70%-79%	\$ 10,000.00
80% or above	\$ 15,000.00

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.

3.2.4 Each year the Coach shall have the opportunity to receive supplemental compensation for achieving an average attendance at home Football games at the following levels, 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 a amounts equal to the following. Average attendance numbers shall be determined and announced by the University Ticket office. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

6,000-6,999	\$ 2,000.00
7,000-7,999	\$ 4,000.00
8,000-8,999	\$ 6,000.00
9,000-9,999	\$ 8,000.00
10,000+	\$10,000.00

3.2.5 Each year the Coach earns recognition as the Big Sky Conference Football Coach of the Year, 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 two week’s pay ( $2/52 \times$  Annual Salary) of Coach’s Annual Salary during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Coach shall have the opportunity to receive supplemental compensation for achieving a predetermined number of wins, 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 the following:

8 wins:	\$ 2,000.00
9 wins:	\$ 4,000.00
10 wins:	\$ 6,000.00
11 wins:	\$ 8,000.00
12 wins:	\$10,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head Football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Play-in	8 Teams	1 <sup>st</sup> win	\$5,000.00
Round 2	16 Teams	2 <sup>nd</sup> win	\$5,000.00
Round 3	8 Teams	3 <sup>rd</sup> win	\$5,000.00
Round 4	4 Teams	4 <sup>th</sup> win	\$8,000.00
Round 5	2 Teams	5 <sup>th</sup> win	\$10,000.00

Possible national championship winner computation bonus total: \$28,000.00/\$33,000.00

3.2.8 Each year the Coach shall have the opportunity to receive supplemental compensation for the Team's participation in "money games" (where another team pays the Team to play them at the other team's location). 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 for each such money game in an amount equal to either: (a) one percent (1%) of contractual payment received by the University for participation in the money game if the Team loses the money game; or (b) three percent (3%) of contractual payment received by the University if the Team wins the game.

3.2.9 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of his employment as head Football coach at the University, or direct those net revenues as an enhancement to the Football program budget at the University. This amount shall be paid within 30 days after all camp billed have been paid.

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 a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder 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 which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations.

Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky 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.

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

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

**ARTICLE 5**

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

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

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

assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. 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, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature 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 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 Coach under the other employment, then subtracting from this adjusted gross compensation deduction 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 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 been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 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, 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 January 20, 2012, the sum of \$30,000.00; (b) if the Agreement is terminated between January 21, 2012 and January 20, 2013 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between January 21, 2013 and January 20, 2014 inclusive, the sum of \$10,000.00. 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 legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the 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.

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



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

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

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of 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 regarding 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, cellular telephones, 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

Jeffrey K. Tingey  
921 S. 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas  
921 S. 8<sup>th</sup> Ave. Stop  
Pocatello, ID 83209-

the Coach:

Michael D. Kramer  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

IDAHO STATE UNIVERSITY

COACH

\_\_\_\_\_  
Arthur C. Vailas, President

Date

\_\_\_\_\_  
Michael D. Kramer

Date

Approved by the Board of Trustees on the \_\_\_\_ day of \_\_\_\_\_, 2011.

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## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_  
~~(Idaho State~~ University (~~College~~); University) and \_\_\_\_\_ Michael D. Kramer  
 (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 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 \_\_\_\_\_ ~~(—four ( 4 )~~ years, two (2) months, commencing on \_\_\_\_\_ November 22, 2010 and terminating, without further notice to Coach, on \_\_\_\_\_ January 21, 2015 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~University (College)'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)~~.

~~2.2.~~

## 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 \$ ~~\_\_\_\_\_~~ \$135,012.80 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)'s~~ University's Board of ~~-(Regents or Trustees)-~~ ;;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as University (College)'s University's head ~~(Sport)~~ 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 two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post season) eligibility are~~ is achieved. 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~~ competes for the ~~top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~ NCAA Football Championship Subdivision 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 Coach's two week's pay (2/52 x Annual Salary in effect on) of Coach's Annual Salary during the fiscal year in which the date of the final post-season participation are achieved.~~ The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. ~~3.2.3~~—Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~-(amount or computation)——~~ \$15,000 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 discretion of the President in consultation with the Director and approved by the University (College)'s University's Board of ~~-(Regents or Trustees)——.~~. The determination shall be based on the following factors: ~~grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students;~~ the conduct of Team members on the University ~~(College)~~ campus, at authorized University ~~(College)~~ activities, in the community, and elsewhere ~~- and the Team's four-year ranking based on attainment of the following levels:~~

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
<u>50%-59%</u>	<u>\$ 5,000.00</u>
<u>60%-69%</u>	<u>\$ 7,500.00</u>
<u>70%-79%</u>	<u>\$ 10,000.00</u>
<u>80% or above</u>	<u>\$ 15,000.00</u>

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 the Coach shall ~~be eligible~~ have the opportunity 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~~ for achieving an average attendance at home Football games at the following levels, and if Coach ~~to various constituency groups, including continues to be employed as University's head Football coach as of the ensuing July 1st, the University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether shall pay to~~ Coach will receive such supplemental compensation ~~and in a amounts equal to the timing of the payment(s) following. Average attendance numbers shall be at the discretion of the President in consultation with the Director determined and approved announced~~ by the University ~~(College)'s Board of -(Regents or Trustees)——.~~

~~3.2.5 Ticket office. The Coach shall receive the sum of -(amount or computation) from the University (College) or the University (College)'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 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 determine the appropriate manner in which it shall be paid (terms or conditions of payment) . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~ pay Coach any such supplemental compensation:

<u>6,000-6,999</u>	<u>\$ 2,000.00</u>
<u>7,000-7,999</u>	<u>\$ 4,000.00</u>
<u>8,000-8,999</u>	<u>\$ 6,000.00</u>
<u>9,000-9,999</u>	<u>\$ 8,000.00</u>
<u>10,000+</u>	<u>\$10,000.00</u>

3.2.5 Each year the Coach earns recognition as the Big Sky Conference Football Coach of the Year, 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 two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Coach shall have the opportunity to receive supplemental compensation for achieving a predetermined number of wins, 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 the following:

<u>8 wins:</u>	<u>\$ 2,000.00</u>
<u>9 wins:</u>	<u>\$ 4,000.00</u>
<u>10 wins:</u>	<u>\$ 6,000.00</u>
<u>11 wins:</u>	<u>\$ 8,000.00</u>
<u>12 wins:</u>	<u>\$10,000.00</u>

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.



3.2.7 Each year the Team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head Football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

<u>Play-in</u>	<u>8 Teams</u>	<u>1<sup>st</sup> win</u>	<u>\$5,000.00</u>
<u>Round 2</u>	<u>16 Teams</u>	<u>2<sup>nd</sup> win</u>	<u>\$5,000.00</u>
<u>Round 3</u>	<u>8 Teams</u>	<u>3<sup>rd</sup> win</u>	<u>\$5,000.00</u>
<u>Round 4</u>	<u>4 Teams</u>	<u>4<sup>th</sup> win</u>	<u>\$8,000.00</u>
<u>Round 5</u>	<u>2 Teams</u>	<u>5<sup>th</sup> win</u>	<u>\$10,000.00</u>

Possible national championship winner computation bonus total: \$28,000.00/\$33,000.00

3.2.8 Each year the Coach shall have the opportunity to receive supplemental compensation for the Team's participation in "money games" (where another team pays the Team to play them at the other team's location). 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 for each such money game in an amount equal to either: (a) one percent (1%) of contractual payment received by the University for participation in the money game if the Team loses the money game; or (b) three percent (3%) of contractual payment received by the University if the Team wins the game.

3.2.9 (SUMMER CAMP—OPERATED BY UNIVERSITY—(COLLEGE))  
 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 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 University's summer football camps, -the University (College)—shall pay Coach ~~(amount)~~ any net revenues resulting from the camp per year as supplemental compensation during each year of his employment as head (Sport)—Football coach at the University—(College), or direct those net revenues as an enhancement to the Football program budget at the University. This amount shall be paid ~~—(terms of payment)—~~ within 30 days after all camp billed have been paid.

~~(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth (Sport)—camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) 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 (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~e) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
  - ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) 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 (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~
  - ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
  - ~~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 (College) 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 (College) while engaged in camp activities. The Coach and all other University (College) 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 (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.710 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 ~~an —(Company Name)—a Nike~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—Nike~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—Nike~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his 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 contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

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

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

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

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~ University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report 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)~~. In no event shall Coach accept or receive directly or indirectly any

monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the ~~University (College)'s~~ University's governing board, the conference, or the NCAA ~~(or NAIA)~~.

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

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

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

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University (College)'s University's governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have

occurred during the employment of Coach at another NCAA or ~~NAIA~~ member institution;

- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~ 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.

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; provided, however, in the event Coach obtains other employment of any kind or nature 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 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 Coach under the other employment, then subtracting from this adjusted gross compensation deduction 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 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 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 been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that

the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are 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 ~~\_\_\_\_\_~~ January 20, 2012, the sum of \$30,000.00; (b) if the Agreement is terminated between ~~\_\_\_\_\_~~ January 21, 2012 and ~~\_\_\_\_\_~~ January 20, 2013 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between ~~\_\_\_\_\_~~ January 21, 2013 and ~~\_\_\_\_\_~~ January 20, 2014 inclusive, the sum of \$10,000.00. 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 legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the 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 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 ~~(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 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 elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Coach.

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

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

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

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

5.76 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.

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

## ARTICLE 6

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

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the ~~\_\_\_\_\_ program~~Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, 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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Jeffrey K. Tingey  
921 S. 8<sup>th</sup> Ave. Stop 8173  
Pocatello, ID 83209-8173

with a copy to: \_\_\_\_\_ President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Arthur Vailas  
921 S. 8<sup>th</sup> Ave. Stop  
Pocatello, ID 83209-

the Coach: \_\_\_\_\_ Michael D. Kramer  
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. 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.

IDAHO STATE UNIVERSITY (COLLEGE)  
COACH

\_\_\_\_\_  
Arthur C. Vailas, President Date \_\_\_\_\_ Michael D.  
Kramer Date

Approved by the Board of ~~(Regents or Trustees)~~ on the \_\_\_\_ day of \_\_\_\_\_ , 20102011.

<b>MICHAEL D. KRAMER, HEAD FOOTBALL COACH - MULTI-YEAR CONTRACT CHANGES</b>			
	<b>MODEL CONTRACT SECTION</b>	<b>ISU CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
1	3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	2 weeks pay bonus for Team being conference champion or co-champion not made contingent on bowl game or post-season tournament/playoff eligibility as post season play is not necessarily available for this Team even if they win the conference.
2	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for Team competing in NCAA Football Championship subdivision post-season playoffs. This would require the Team to finish in the top 16 for its subdivision in order for the bonus to be payable.
3	3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Used the Team's 4-year APR ranking as the criteria for academic achievement as this has been a key focus and issue for the University.
4	3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of from \$2,000 to \$10,000 based on attendance levels at home games as this has been an issue with the University's Football program.
5	3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Deleted bonus opportunity for participation in media programs as these are not available at the Team's current level. Added bonus opportunity of 2 weeks pay if Coach earns Big Sky Conference Football Coach of the Year as this achievement would be important and prestigious for both the coach and the program.
6	None	3.2.6 Supplemental Compensation	Added bonus opportunity in an amount of \$2,000 to \$10,000 based on number of Team wins. Given the Team's recent record, this is considered an important achievement.
7	None	3.2.7 Supplemental Compensation	Added possible bonus compensation of up to \$33,000 for Teams' post-season playoff wins as this would bring prestige and funds into the Program.
8	None	3.2.8 Supplemental Compensation	Added bonus for "money game" participation. The playing of money games is an important part of the football program's budget.
9	3.2.6 Summer Camp Operated by University	3.2.9 Summer Camp Operated by University	University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Football Program.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Board Supplemental 403(b) Plan for Highly Compensated Employees

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.K.2.  
Sections 33-107A, 33-107B, Idaho Code

**BACKGROUND / DISCUSSION**

In 2004 the Board adopted a 403(b) supplemental retirement plan for highly compensated employees (the Plan). The Plan was designed to receive employer and employee contributions that would have been made to the optional retirement plan, except that such contributions exceeded annual compensation limitations mandated by the Internal Revenue Code. Board staff has evaluated the Plan and believes that there are more appropriate plan vehicles that can be designed to achieve the Board's objectives in recruiting and retaining key university officials.

**IMPACT**

No further employer or employee contributions would be made to the Plan.

**STAFF COMMENTS AND RECOMMENDATIONS**

Internal Revenue Code provisions with respect to the deferral of income in retirement plans are highly complex. Accordingly, all the Board's retirement plans are reviewed on a regular basis by tax counsel. With respect to this Plan, tax counsel believes that Internal Revenue Code provisions for governmental employers (such as the Board) permit the design of a better and more appropriate deferred income plan for highly compensated employees than the current Plan. Board staff will continue to work with tax counsel to study the Board's options with respect to plan design, and recommends freezing the current Plan and suspending further employer and employee contributions at this time.

**BOARD ACTION**

In accordance with section 8.1 of the Idaho State Board of Education Supplemental Retirement Benefit Plan (the "Plan"), I move to amend the Plan as follows:

1. Add the following sentence to the end of sections 4.1 and 4.2:

"No further Plan Contributions shall be made to the Plan or accepted by the Plan effective January 1, 2011, pending review of tax requirements applicable to the Plan."

2. Add the following sentence to the end of sections 4.5 and 4.6:

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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"No transfers or rollovers shall be made to the Plan or accepted by the Plan effective January 1, 2011, pending review of tax requirements applicable to the Plan."

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 17, 2010**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>INTERCOLLEGIATE ATHLETICS</b> Financial Reports	Information item
2	<b>INTERCOLLEGIATE ATHLETICS</b> Employee Compensation Reports	Information item
3	<b>INTERCOLLEGIATE ATHLETICS</b> Gender Equity and Athletics Limits Reports	Motion to approve
4	<b>AMENDMENT TO BOARD POLICY</b> Section III.T. - Intercollegiate Athletics – 1 <sup>st</sup> Reading	Motion to approve
5	<b>AMENDMENT TO BOARD POLICY</b> Section V.D. – Fiscal Officer, Banking, and Investments, 2nd Reading	Motion to approve
6	<b>AMENDMENT TO BOARD POLICY</b> Section V.R.3.a.v. - Self-Support Certificate and Program Fees, 2nd Reading	Motion to approve
7	<b>AMENDMENTS TO BOARD POLICY</b> Section V.R.3. – Definitions and Types of Tuition and Fees, and Section V.Q.1. Revenue Deposited into Account, 2nd Reading	Motion to approve
8	<b>BOISE STATE UNIVERSITY</b> Micron Engineering Center - Infrastructure Improvements	Motion to approve
9	<b>BOISE STATE UNIVERSITY</b> IStrategy Software Licensing and Maintenance Fees	Motion to approve
10	<b>BOISE STATE UNIVERSITY</b> Design Approval – Bronco Stadium Expansion, Phase I	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 17, 2010**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
11	<b>IDAHO STATE UNIVERSITY</b> Holt Arena Turf Replacement	Motion to approve
12	<b>IDAHO STATE UNIVERSITY</b> Upgrade Qwest TDM and ATM Services	Motion to approve
13	<b>UNIVERSITY of IDAHO</b> Starbucks at UI Bookstore	Motion to approve

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**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**SUBJECT**

Intercollegiate Athletics Reports of revenues, expenditures, participation

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Responsibility, management, control and reporting requirements for athletics are detailed in Board policy. The college and universities are required to submit regular financial reports as specified by the Board office. The revenue and expenditures reported must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors.

Board policy establishes limits on the amount of general education and institutional funds an institution can allocate to athletics. These limits are adjusted annually at the same rate of change as the general education appropriation. Increases to the student activity fee supporting athletics are limited to the rate of increase for the total student activity fees. There is no limit on program funds. Appropriated funds above the limit can be allocated for addressing gender equity issues (i.e. proportionate financial assistance, equivalent benefits and opportunities, and accommodation of students' interests and abilities).

**IMPACT**

The Athletics Reports present the financial status of the intercollegiate athletic programs and the participation of students in the various sport programs.

The report of fund balances on page 7 shows all the institutions except University of Idaho have positive fund balances. The University of Idaho treats the athletics fund balance as one of a larger fund group (auxiliary enterprises) which has a positive overall fund balance. At year end, any negative individual fund balance within this fund group is offset by positive balances in other individual funds within the same group. Board policy III.T.3.d requires that if an athletic department fund balance becomes negative, "reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance."

**ATTACHMENTS**

- |              |   |        |
|--------------|---|--------|
| Attachment 1 | Charts identifying the revenue by major source by Institution and as a percent of total athletics revenue | Page 3 |
| Attachment 2 | Chart identifying athletic departments fiscal year end fund balance by institution                        | Page 7 |
| Attachment 3 | Charts displaying total students participating in athletic Programs and number of full-ride scholarships  | Page 8 |

**CONSENT AGENDA  
FEBRUARY 17, 2011**

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**BSU Tab**

Intercollegiate Athletic Report

Pages 1-5

**ISU Tab**

Intercollegiate Athletic Report

Pages 1-5

**UI Tab**

Intercollegiate Athletic Report

Pages 1-5

**LCSC Tab**

Intercollegiate Athletic Report

Pages 1-5

**STAFF COMMENTS AND RECOMMENDATIONS**

The Athletics Reports show actual results for fiscal years 2007 through 2010 and the forecast for fiscal year 2011. The amount of general and institutional funds allocated to athletics compared to the limits is shown below:

<b>Institution</b>	<b>General Education Limit</b>	<b>FY 2011 Estimate</b>
BSU	\$2,214,700	\$2,214,700
ISU	\$2,214,700	\$2,214,700
UI	\$2,214,700	\$2,214,700
LCSC	\$823,400	\$806,820

<b>Institution</b>	<b>Institution Limit</b>	<b>FY 2011 Estimate</b>
BSU	\$346,600	\$346,600
ISU	\$485,100	\$485,100
UI	\$693,100	\$617,500
LCSC	\$138,500	\$126,500

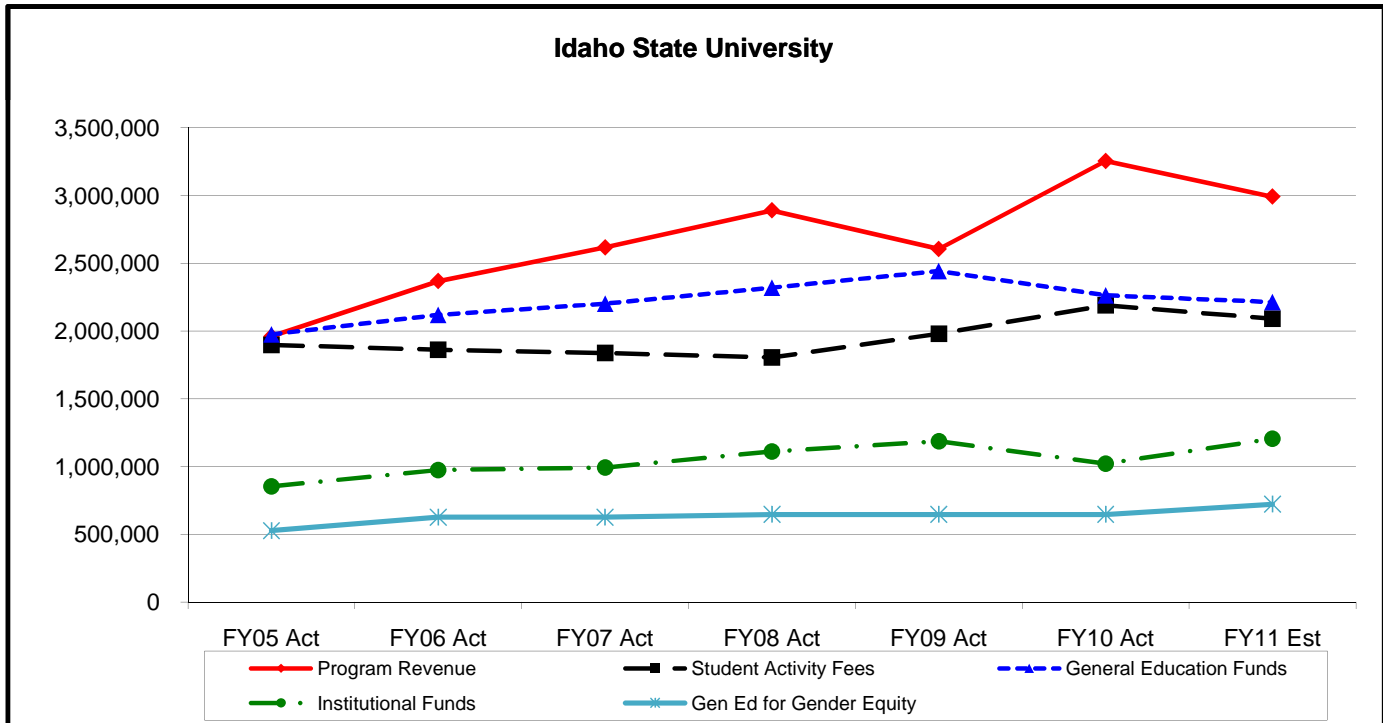
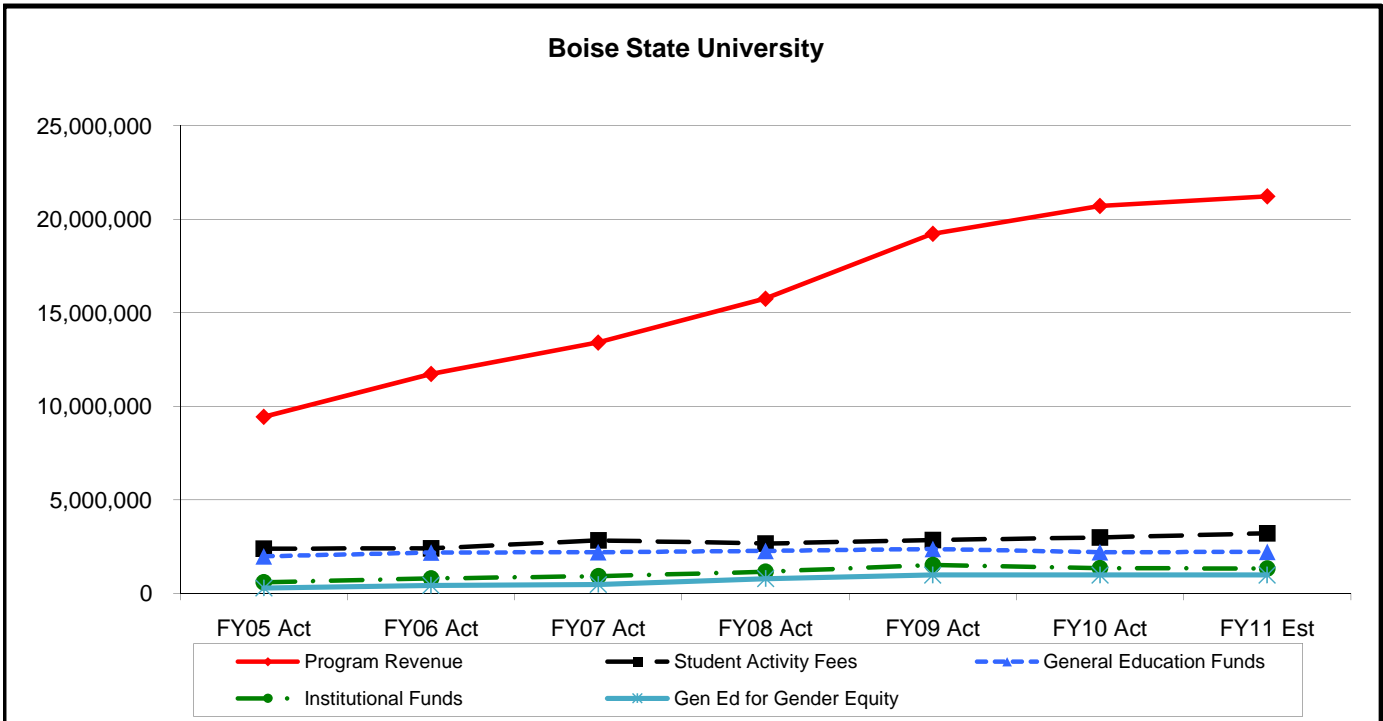
The fiscal year 2011 general education and institution fund limits fell due to the reduced General Fund appropriation even though student fees are projected to rise by over \$12M.

**BOARD ACTION**

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

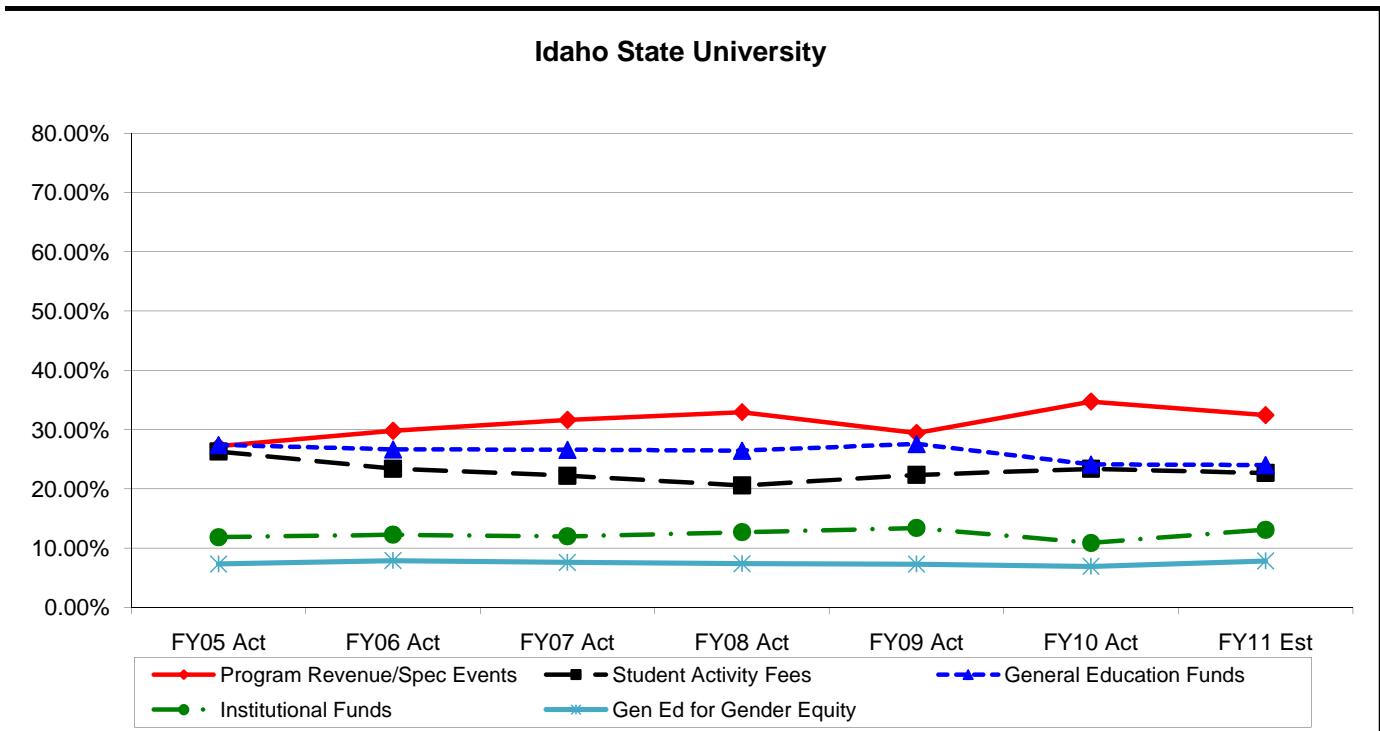
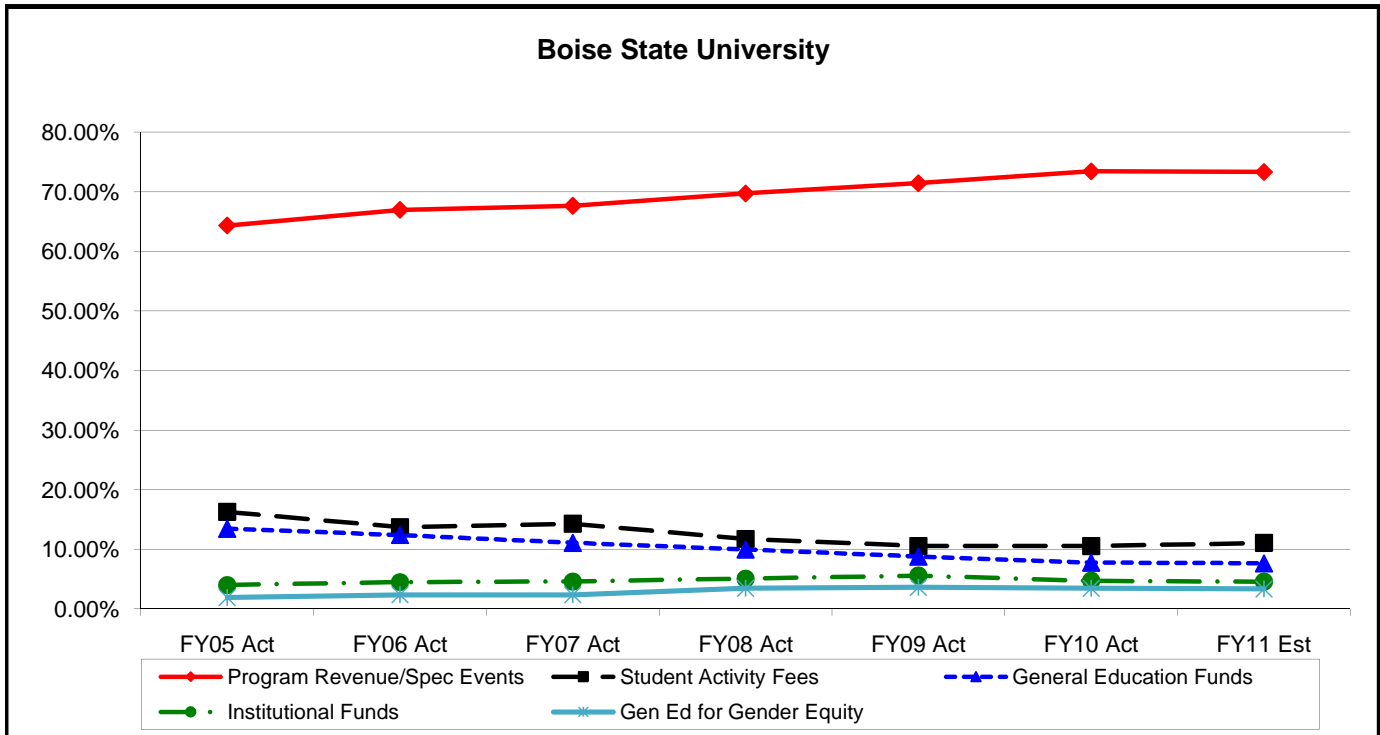
# Intercollegiate Athletics Report

## Revenue by Major Source



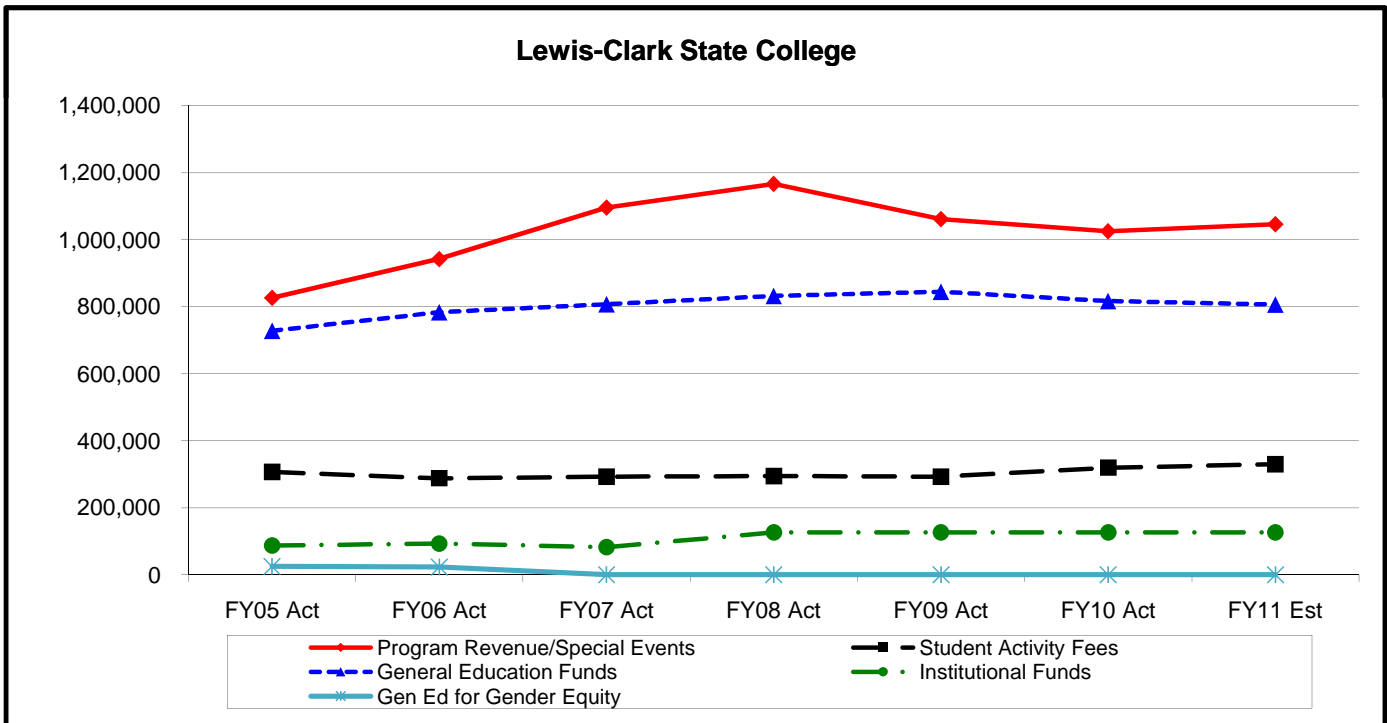
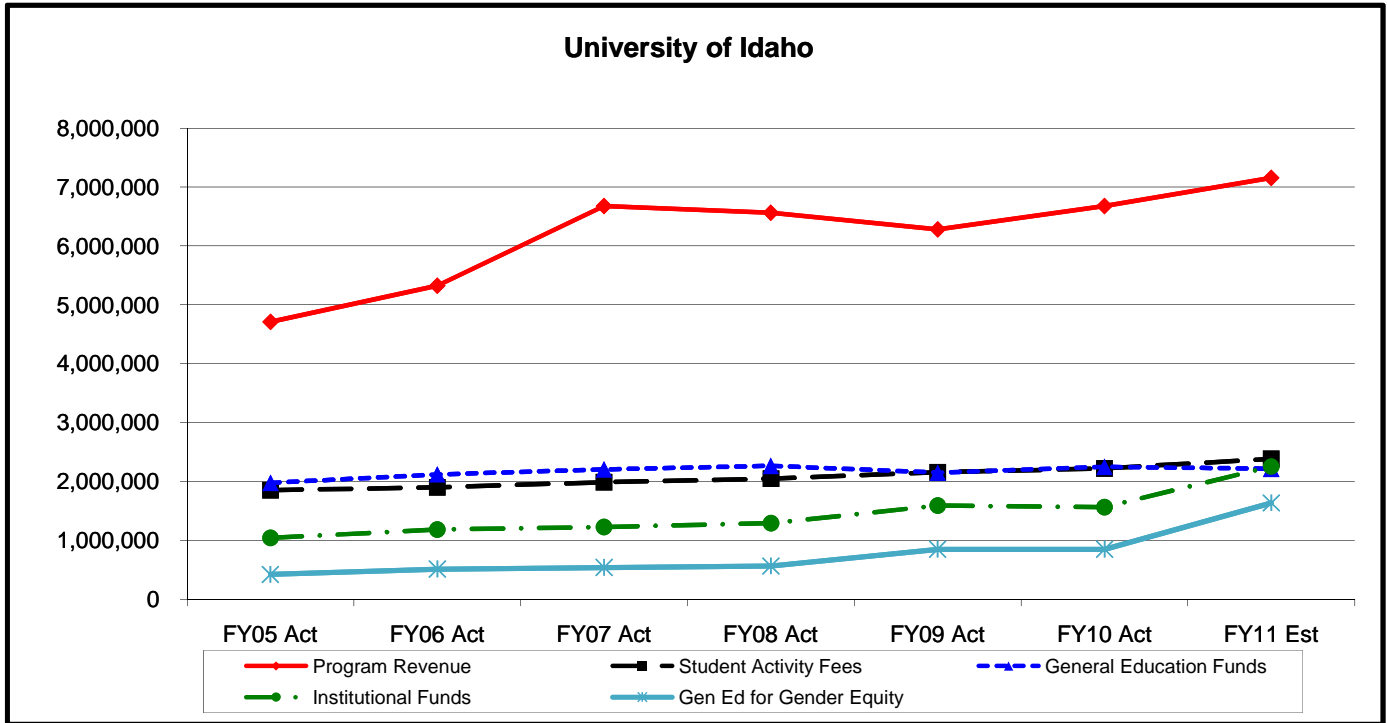
# Intercollegiate Athletics Report

## Revenue as a Percent of Total Revenue by Major Source



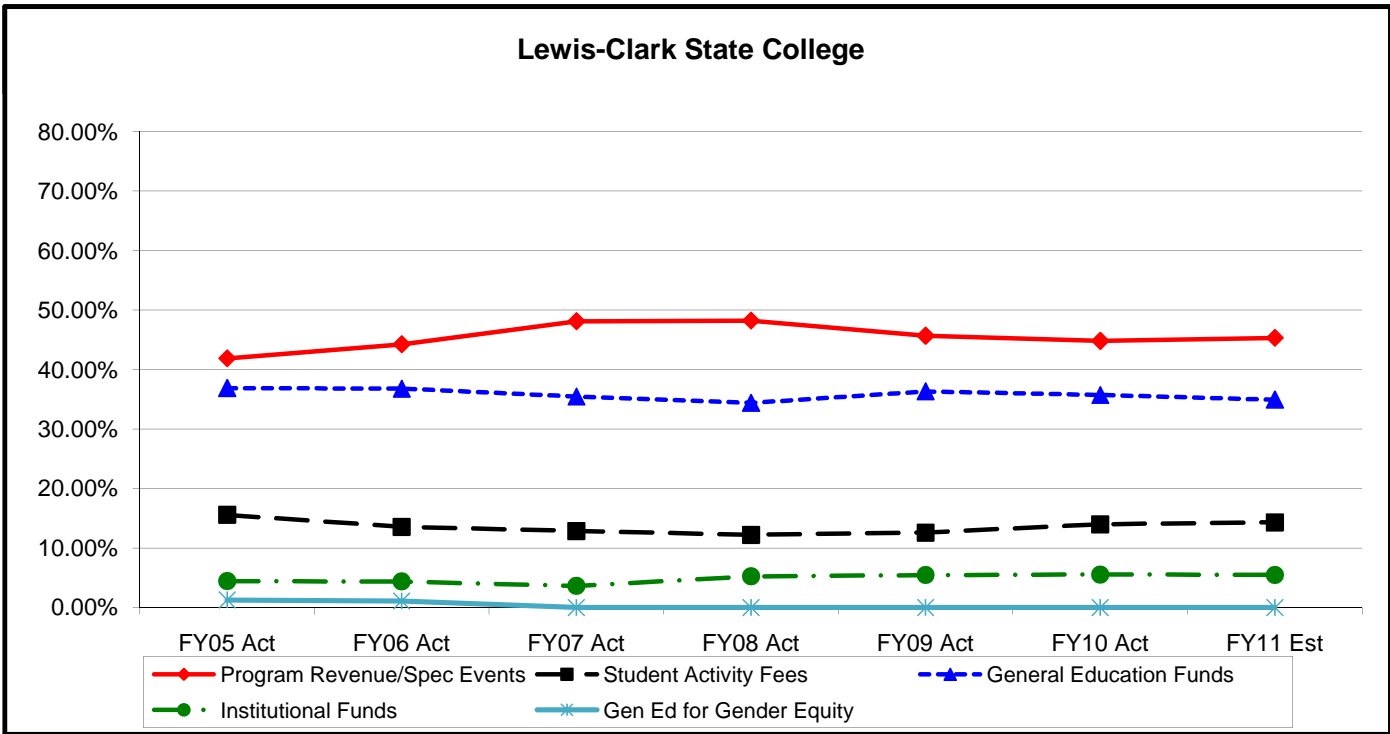
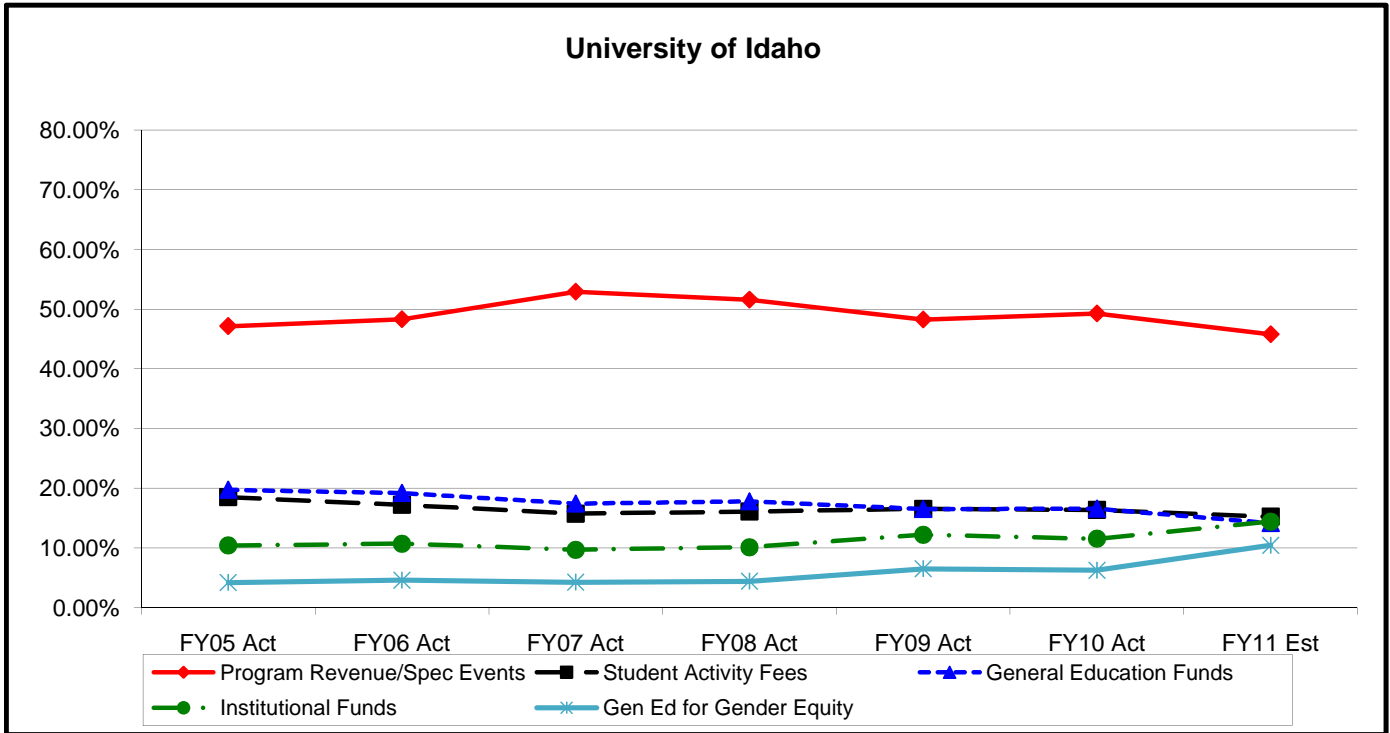
# Intercollegiate Athletics Report

## Revenue by Major Source



# Intercollegiate Athletics Report

## Revenue as a Percent of Total Revenue by Major Source

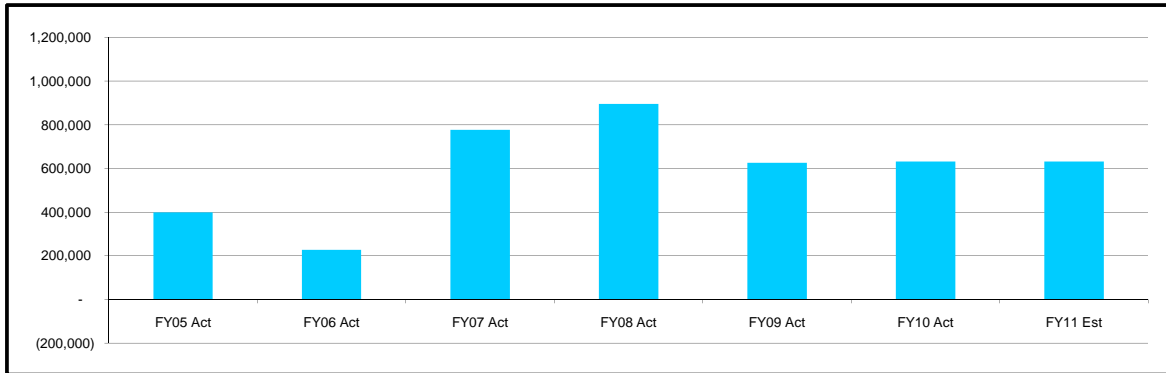




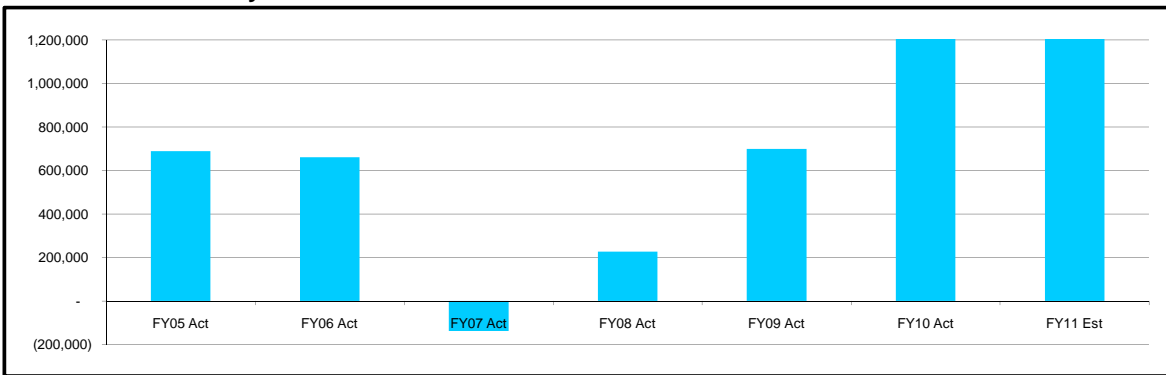
# Intercollegiate Athletic Report

## Fiscal Year Ending Fund Balance for Athletic Program by Institution

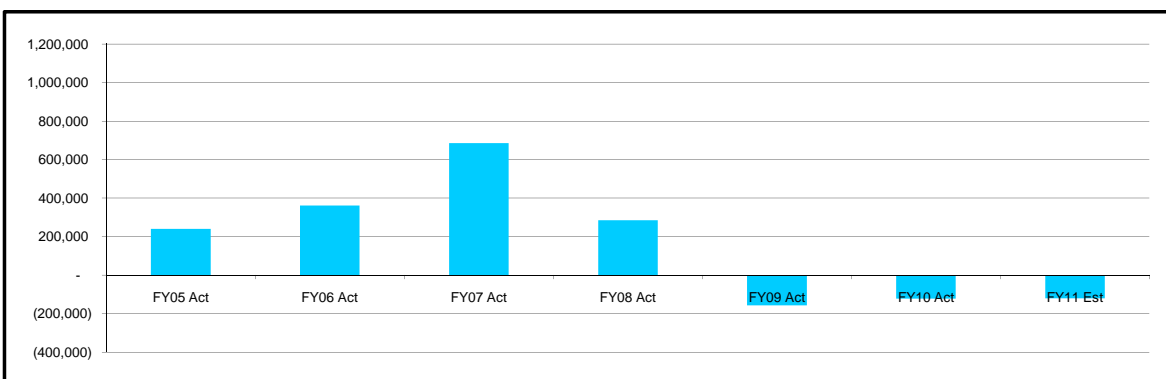
### Boise State University



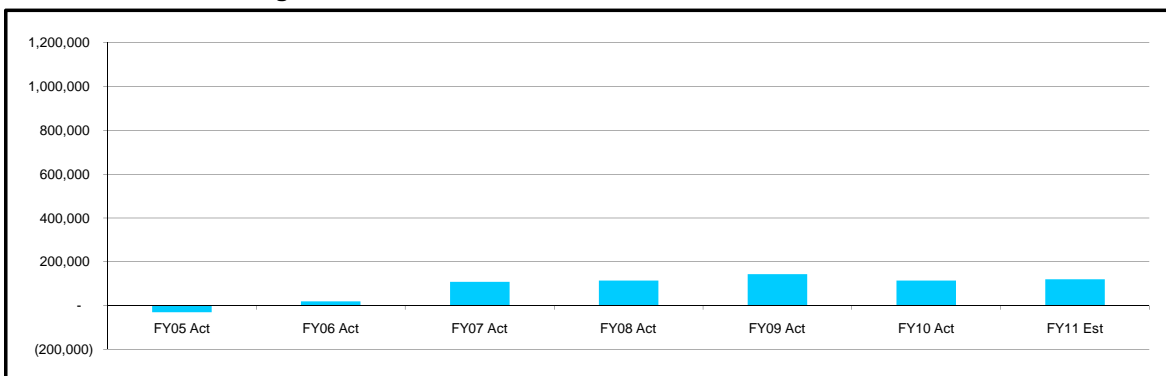
### Idaho State University



### University of Idaho



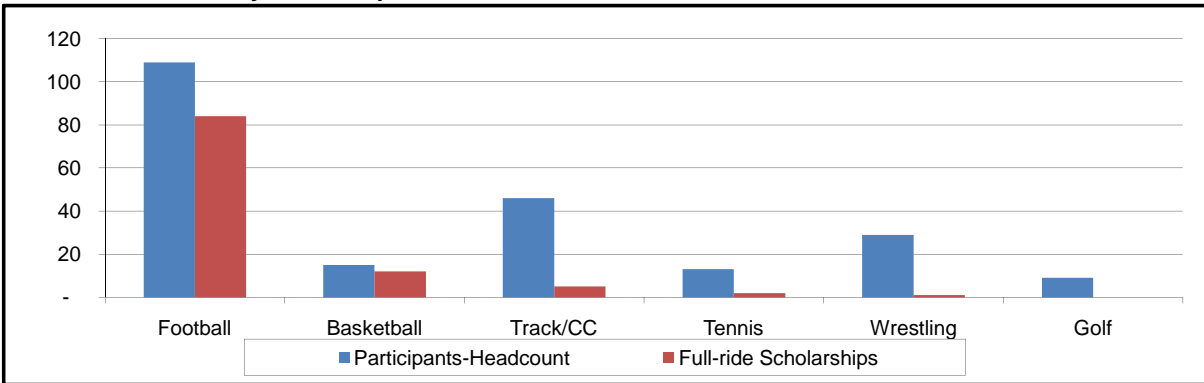
### Lewis-Clark State College



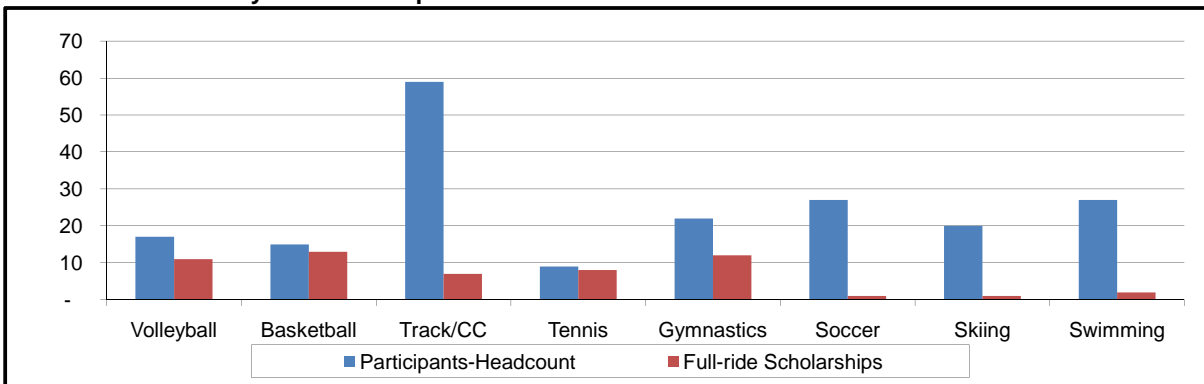
# Intercollegiate Athletic Report

## Number of Participants and Full-ride Scholarships by Sport FY 2010

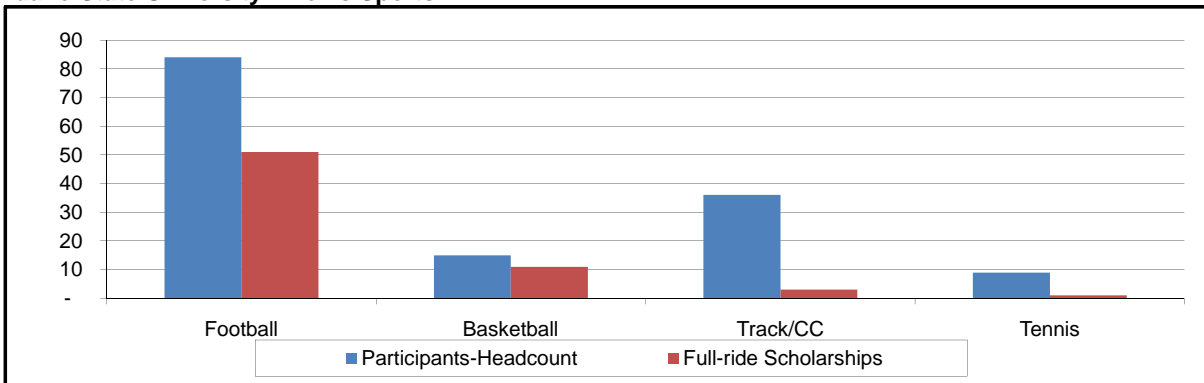
### Boise State University - Men's Sports



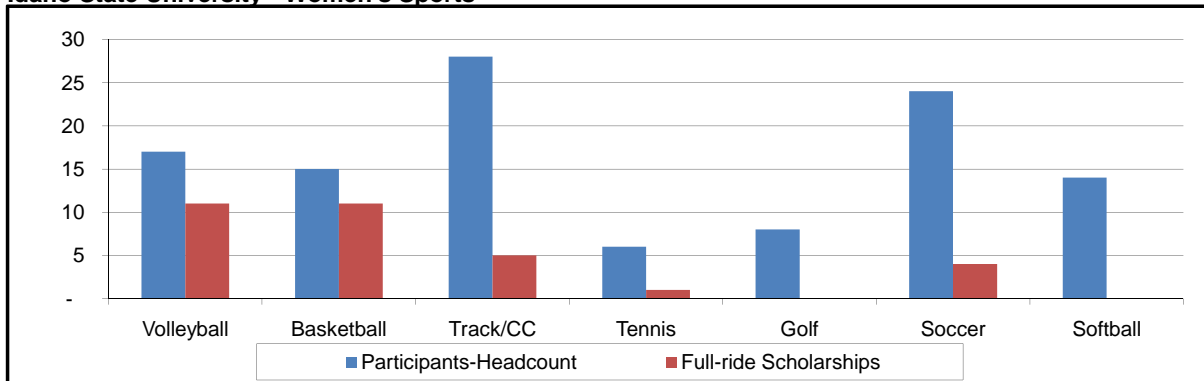
### Boise State University - Women's Sports



### Idaho State University - Men's Sports



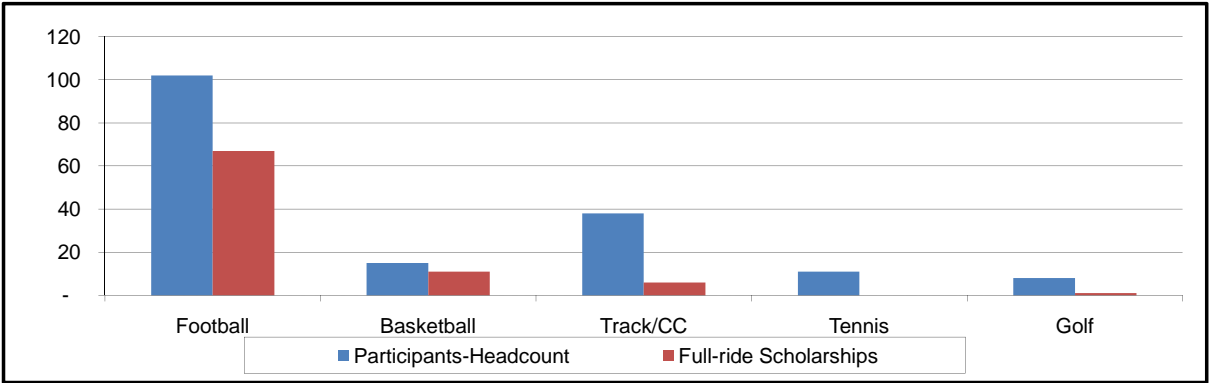
### Idaho State University - Women's Sports



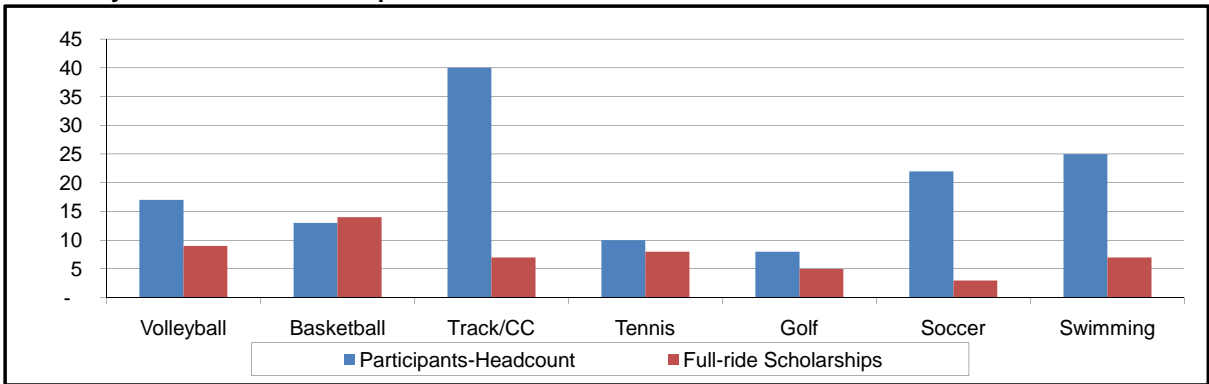
# Intercollegiate Athletic Report

## Number of Participants and Full-ride Scholarships by Sport FY 2010

### University of Idaho - Men's Sports



### University of Idaho - Women's Sports



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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>1 Revenue (Detail):</b>							
<b>2 Program Revenue:</b>							
3 Ticket Sales	4,430,742	6,237,477	5,669,473	7,102,661	6,161,320	-13.3%	8.6%
4 Game Guarantees	415,650	626,500	600,000	580,000	1,450,000	150.0%	36.7%
5 Contributions	3,522,400	2,884,410	6,406,382	6,553,812	6,791,942	3.6%	17.8%
6 NCAA/Conference/Tournaments	1,762,971	2,062,996	1,684,765	1,835,720	2,164,638	17.9%	5.3%
7 TV/Radio/Internet Rights	19,093	142,046	188,096	126,678	75,000	-40.8%	40.8%
8 Program/Novelty Sales, 9 Concessionns, Parking	619,942	650,896	958,955	932,558	837,603	-10.2%	7.8%
10 Royalty, Advertisement, Sponsorship	1,850,843	2,253,195	2,338,780	2,773,179	2,793,253	0.7%	10.8%
11 Endowment/Investment Income	414,287	475,000	196,690	0	349,000		-4.2%
12 Other	379,790	427,736	1,185,366	803,891	607,100	-24.5%	12.4%
13 <b>Total Program Revenue</b>	<b>13,415,718</b>	<b>15,760,256</b>	<b>19,228,507</b>	<b>20,708,499</b>	<b>21,229,856</b>	<b>2.5%</b>	<b>12.2%</b>
<b>14 Non-Program Revenue:</b>							
15 NCAA/Bowl/World Series	2,660,410	24,085	652,958	4,407,144	30,000	-99.3%	-67.4%
16 Student Activity Fees	2,833,090	2,657,499	2,839,814	2,980,056	3,204,466	7.5%	3.1%
17 General Education Funds	2,201,200	2,256,873	2,365,023	2,193,089	2,214,700	1.0%	0.2%
18 GenEd Funds for Gender Eq.	467,872	783,872	976,872	976,872	976,872	0.0%	20.2%
19 Institutional Funds	444,500	363,300	529,735	358,700	346,600	-3.4%	-6.0%
20 Subtotal State/Inst. Support	3,113,572	3,404,045	3,871,630	3,528,661	3,538,172	0.3%	3.2%
21 <b>Total Non-Program Revenue</b>	<b>8,607,072</b>	<b>6,085,629</b>	<b>7,364,402</b>	<b>10,915,861</b>	<b>6,772,638</b>	<b>-38.0%</b>	<b>-5.8%</b>
22 <b>Subtotal Operating Revenue:</b>	<b>22,022,790</b>	<b>21,845,885</b>	<b>26,592,909</b>	<b>31,624,360</b>	<b>28,002,494</b>	<b>-11.5%</b>	<b>6.2%</b>
<b>23 Non-Cash Revenue</b>							
24 Third Party Support	184,100	198,150	205,475	293,750	300,000	2.1%	13.0%
25 Indirect Institutional Support	1,770,143	1,377,827	1,583,739	2,209,387	1,678,531	-24.0%	-1.3%
26 Non-Cash Revenue				0	0		
27 Non-Resident Tuition Waivers	1,338,121	1,710,390	1,651,556	1,913,158	2,127,600	11.2%	12.3%
28 <b>Subtotal Non-Cash Revenue</b>	<b>3,292,364</b>	<b>3,286,367</b>	<b>3,440,770</b>	<b>4,416,295</b>	<b>4,106,131</b>	<b>-7.0%</b>	<b>5.7%</b>
29 <b>Total Revenue:</b>	<b>25,315,154</b>	<b>25,132,252</b>	<b>30,033,679</b>	<b>36,040,655</b>	<b>32,108,625</b>	<b>-10.9%</b>	<b>6.1%</b>
<b>30 Expenditures:</b>							
<b>32 Operating Expenditures:</b>							
33 Athletics Student Aid	2,619,095	3,075,365	3,300,409	3,739,015	4,262,990	14.0%	13.0%
34 Guarantees	485,980	640,449	495,000	789,500	500,000	-36.7%	0.7%
35 Coaching Salary/Benefits	4,574,184	5,114,878	5,695,266	7,219,755	7,596,063	5.2%	13.5%
36 Admin Staff Salary/Benefits	3,377,832	3,800,656	4,387,078	4,309,086	4,356,279	1.1%	6.6%
37 Fringe Benefits/Severence Payments							
38 Recruiting	349,514	359,735	330,559	281,642	373,500	32.6%	1.7%
39 Team Travel	1,505,170	1,571,519	1,861,684	1,966,291	1,982,614	0.8%	7.1%
40 Equipment, Uniforms and Supplies	1,085,182	1,815,709	1,471,877	1,483,833	999,579	-32.6%	-2.0%
41 Game Expenses	529,418	577,832	960,989	791,191	833,373	5.3%	12.0%
42 Fund Raising, Marketing, Promotion	407,156	389,334	450,369	550,524	279,937	-49.2%	-8.9%
43 Direct Facilities/Maint/Rentals	1,292,903	1,410,028	2,860,764	1,091,002	1,180,161	8.2%	-2.3%
44 Debt Service on Facilities	1,373,856	1,260,904	3,417,400	3,629,955	4,080,684	12.4%	31.3%
45 Spirit Groups	70,057	80,843	29,452	88,599	177,401	100.2%	26.1%
46 Medical Expenses & Insurance	65,304	123,475	121,543	104,918	69,595	-33.7%	1.6%
47 Memberships & Dues	478,007	487,382	489,003	482,578	510,287	5.7%	1.6%
48 NCAA/Special Event/Bowls	2,667,854	54,693	365,110	3,954,459	21,095	-99.5%	-70.2%
49 Other Operating Expenses	592,564	963,267	626,842	1,135,668	778,472	-31.5%	7.1%
50 <b>Subtotal Operating Expenditures</b>	<b>21,474,076</b>	<b>21,726,069</b>	<b>26,863,345</b>	<b>31,618,016</b>	<b>28,002,030</b>	<b>-11.4%</b>	<b>6.9%</b>
<b>51 Non-Cash Expenditures</b>							
52 3rd Party Coaches Compensation	184,100	198,150	205,475	293,750	300,000	2.1%	13.0%
53 3rd Party Admin Staff Compensation							
54 Indirect Facilities & Admin Support	1,770,143	1,377,827	1,583,739	2,209,387	1,678,531	-24.0%	-1.3%
55 Non-Cash Expense							
56 Non-Resident Tuition Waivers	1,338,121	1,710,390	1,651,556	1,913,158	2,127,600	11.2%	12.3%
57 <b>Subtotal Non-Cash Expenditures</b>	<b>3,292,364</b>	<b>3,286,367</b>	<b>3,440,770</b>	<b>4,416,295</b>	<b>4,106,131</b>	<b>-7.0%</b>	<b>5.7%</b>
58 <b>Total Expenditures:</b>	<b>24,766,440</b>	<b>25,012,436</b>	<b>30,304,115</b>	<b>36,034,311</b>	<b>32,108,161</b>	<b>-10.9%</b>	<b>6.7%</b>
59							
60 <b>Net Income/(deficit)</b>	<b>548,714</b>	<b>119,816</b>	<b>(270,436)</b>	<b>6,344</b>	<b>464</b>	<b>-92.7%</b>	<b>-82.9%</b>
61							
62 <b>Ending Fund Balance 6/30</b>	<b>776,252</b>	<b>896,068</b>	<b>625,632</b>	<b>631,976</b>	<b>632,440</b>	<b>0.1%</b>	<b>-5.0%</b>
63							
<b>64 Sport Camps &amp; Clinics</b>							
65 Revenue	757,310	445,799	580,399	865,924	400,000	-53.8%	-14.7%
66 Coach Compensation from Camp	182,917	254,355	193,229	222,413	150,000	-32.6%	-4.8%
67 Camp Expenses	256,806	341,076	296,980	398,975	250,000	-37.3%	-0.7%
68 <b>Total Expenses</b>	<b>439,723</b>	<b>595,431</b>	<b>490,209</b>	<b>621,388</b>	<b>400,000</b>	<b>-35.6%</b>	<b>-2.3%</b>
69 <b>Net Income from Camps</b>	<b>317,587</b>	<b>(149,632)</b>	<b>90,190</b>	<b>244,536</b>	<b>0</b>	<b>-100.0%</b>	<b>-100.0%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Revenue by Program:</b>		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1	<b>General Revenue:</b>							
2	Student Fees	2,833,090	2,657,499	2,839,814	2,980,056	3,204,466	7.5%	3.1%
3	Contributions	3,522,400	2,884,410	6,406,382	6,553,812	6,791,942	3.6%	17.8%
4	State Support	2,201,200	2,256,873	2,365,023	2,193,089	2,214,700	1.0%	0.2%
5	Institutional Gender Equity	467,872	783,872	976,872	976,872	976,872	0.0%	20.2%
6	Institutional Support	444,500	363,300	529,735	358,700	346,600	-3.4%	-6.0%
7	NCAA/Conference	1,762,971	2,062,996	1,684,765	1,835,720	2,164,638	17.9%	5.3%
8	TV/Radio/Internet	19,093	142,046	188,096	126,678	75,000	-40.8%	40.8%
9	Concessions/program/etc.	619,942	650,896	958,955	932,558	837,603	-10.2%	7.8%
10	Advertising/sponsorship/Royalty	1,850,843	2,253,195	2,338,780	2,773,179	2,793,253	0.7%	10.8%
11	Endowments	414,287	475,000	196,690	-	349,000		-4.2%
12	NCAA/Special Event/Bowls	2,660,410	24,085	652,958	4,407,144	30,000	-99.3%	-67.4%
13	Other	379,790	427,736	1,185,366	803,891	607,100	-24.5%	12.4%
14	Total General Revenue	17,176,398	14,981,908	20,323,436	23,941,699	20,391,174	-14.8%	4.4%
15	<b>Revenue By Sport:</b>							
16	<b>Men's Programs:</b>							
17	Football							
18	Ticket Sales	3,813,464	5,408,108	4,993,955	6,657,518	5,685,926	-14.6%	10.5%
19	Game Guarantees	350,000	625,000	600,000	450,000	1,450,000	222.2%	42.7%
20	Other (Tourn/Bowl/Conf)							
21	Basketball							
22	Ticket Sales	558,700	742,607	617,467	373,570	441,012	18.1%	-5.7%
23	Game Guarantees	65,000			130,000	-	-100.0%	-100.0%
24	Other (Tourn/Bowl/Conf)							
25	Track & Field/Cross Country	2,002	7,110	2,716	3,658	2,587	-29.3%	6.6%
26	Tennis	5,486	1,500					
27	Baseball							
28	Ticket Sales							
29	Contributions (Fundraising)							
30	Wrestling	5,911	11,646	9,848	23,431	4,313	-81.6%	-7.6%
31	Golf							
32	Volleyball							
33	Total Men's Sport Revenue	4,800,563	6,795,971	6,223,986	7,638,177	7,583,838	-0.7%	12.1%
34	<b>Women's Programs</b>							
35	Volleyball							
36	Ticket Sales	6,005	11,384	3,924	5,284	3,738	-29.3%	-11.2%
37	Game Guarantees							
38	Other (Tourn/Bowl/Conf)							
39	Basketball							
40	Ticket Sales	28,926	21,622	22,550	13,596	5,629	-58.6%	-33.6%
41	Game Guarantees							
42	Other (Tourn/Bowl/Conf)							
43	Track & Field/Cross Country	2,002	7,110	2,716	3,658	2,588	-29.3%	6.6%
44	Tennis							
45	Gymnastics	4,448	14,392	6,036	8,128	5,751	-29.2%	6.6%
46	Golf							
47	Soccer	4,448	13,498	6,036	8,128	5,751	-29.2%	6.6%
48	Softball			4,225	5,690	4,025	-29.3%	
49	Skiing							
50	Swimming							
51	Total Women's Sport Rev	45,829	68,006	45,487	44,484	27,482	-38.2%	-12.0%
52	<b>Total Revenue</b>	22,022,790	21,845,885	26,592,909	31,624,360	28,002,494	-11.5%	6.2%

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Expenditures by Admin/Sport</b>		<b>FY07 Act</b>	<b>FY08 Act</b>	<b>FY09 Act</b>	<b>FY10 Act</b>	<b>FY11 Est</b>	<b>1 YR % Chg</b>	<b>Ave Ann % Chg</b>
<b>53</b>	<b>Administrative and General</b>							
54	Athletic Director Office	1,078,224	1,137,606	1,297,780	1,316,953	1,379,354	4.7%	6.4%
55	Fund Raising Office	561,839	681,382	645,159	1,161,260	648,323	-44.2%	3.6%
56	Academic Support	572,738	782,313	854,136	1,008,813	902,498	-10.5%	12.0%
57	Media Relations	311,835	351,019	345,471	323,729	310,631	-4.0%	-0.1%
58	Marketing and Promotions	430,086	492,294	628,671	758,910	474,563	-37.5%	2.5%
59	Ticket Office	240,341	265,279	314,033	300,717	293,316	-2.5%	5.1%
60	Athletic Training Room	407,214	593,739	560,859	549,045	569,967	3.8%	8.8%
61	Memberships and Dues	478,007	487,382	489,003	482,578	510,287	5.7%	1.6%
62	Facilities Mtn & Debt Service	2,625,603	2,606,173	5,597,504	4,892,422	6,092,994	24.5%	23.4%
63	Capital Improvements	665,311	1,027,905	1,623,119	685,863	-	-100.0%	-100.0%
64	NCAA/Special Event/Bowls	2,667,854	37,591	365,110	3,954,459	21,095	-99.5%	-70.2%
65	Other Miscellaneous	1,605,344	1,686,734	1,810,171	1,874,379	2,224,217	18.7%	8.5%
<b>66</b>	<b>Total Admin &amp; General</b>	<b>11,644,396</b>	<b>10,149,417</b>	<b>14,531,016</b>	<b>17,309,128</b>	<b>13,427,245</b>	<b>-22.4%</b>	<b>3.6%</b>
67								
<b>68</b>	<b>Men's Programs:</b>							
69	Football	4,644,875	5,772,723	5,673,268	6,850,396	7,038,627	2.7%	11.0%
70	Basketball	1,124,670	1,097,407	1,274,187	1,529,236	1,722,211	12.6%	11.2%
71	Track & Field/Cross Country	331,224	358,198	358,798	484,006	486,425	0.5%	10.1%
72	Tennis	273,000	310,932	332,123	381,888	277,920	-27.2%	0.4%
73	Baseball				-	-		
74	Wrestling	321,041	376,418	393,717	497,694	416,847	-16.2%	6.7%
75	Golf	144,336	171,692	175,395	162,284	164,513	1.4%	3.3%
76	Volleyball							
77	Rodeo							
<b>78</b>	<b>Total Men's Programs</b>	<b>6,839,146</b>	<b>8,087,370</b>	<b>8,207,488</b>	<b>9,905,504</b>	<b>10,106,543</b>	<b>2.0%</b>	<b>10.3%</b>
79								
<b>80</b>	<b>Women's Programs</b>							
81	Volleyball	478,642	509,694	493,647	456,679	523,099	14.5%	2.2%
82	Basketball	651,090	833,326	949,825	933,985	1,025,971	9.8%	12.0%
83	Track & Field/Cross Country	387,007	416,838	417,691	558,720	571,835	2.3%	10.3%
84	Tennis	233,531	271,551	321,629	353,075	280,805	-20.5%	4.7%
85	Gymnastics	436,812	438,173	523,170	561,430	455,468	-18.9%	1.1%
86	Golf	196,611	193,903	169,098	202,557	184,676	-8.8%	-1.6%
87	Soccer	388,377	419,012	438,758	473,646	453,380	-4.3%	3.9%
88	Softball	0	0					
89	Skiing	6,156	5,253	374,241	433,678	487,355	12.4%	198.3%
90	Swimming	212,308	401,532	436,782	429,614	485,653	13.0%	23.0%
<b>91</b>	<b>Total Women's Programs</b>	<b>2,990,534</b>	<b>3,489,282</b>	<b>4,124,841</b>	<b>4,403,384</b>	<b>4,468,242</b>	<b>1.5%</b>	<b>10.6%</b>
92								
<b>93</b>	<b>Total Expenditures</b>	<b>21,474,076</b>	<b>21,726,069</b>	<b>26,863,345</b>	<b>31,618,016</b>	<b>28,002,030</b>	<b>-11.4%</b>	<b>6.9%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Participants by Sport</b>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>94 Men's Programs:</b>							
95 Football	104	102	105	109	108	-0.9%	0.9%
96 Basketball	15	16	14	15	16	6.7%	1.6%
97 Track & Field/Cross Country	36	37	38	46	54	17.4%	10.7%
98 Tennis	10	13	12	13	10	-23.1%	0.0%
99 Baseball							
100 Wrestling	22	30	33	29	33	13.8%	10.7%
101 Golf	10	9	10	9	10	11.1%	0.0%
102 Volleyball							
103 Rodeo							
104 Total Male Participation	197	207	212	221	231	4.5%	4.1%
<b>105 Women's Programs</b>							
106 Volleyball	15	19	15	17	16	-5.9%	1.6%
107 Basketball	13	17	16	15	14	-6.7%	1.9%
108 Track & Field/Cross Country	28	38	47	59	61	3.4%	21.5%
109 Tennis	9	9	9	8	7	-12.5%	-6.1%
110 Gymnastics	16	25	22	18	19	5.6%	4.4%
111 Golf	10	8	10	9	9	0.0%	-2.6%
112 Soccer	27	28	27	29	28	-3.4%	0.9%
113 Softball	0	0	0	0	0		
114 Skiing	0	0	19	20	21	5.0%	
115 Swimming	14	26	31	27	28	3.7%	18.9%
116 Rodeo	0	0	0	0	0		
117 Total Female Participation	132	170	196	202	203	0.5%	11.4%
<b>118 Total Participants</b>	<b>329</b>	<b>377</b>	<b>408</b>	<b>423</b>	<b>434</b>	<b>2.6%</b>	<b>7.2%</b>



**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Full Ride Scholarships (Hdct)</b>		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
119	<b>Men's Programs:</b>							
120	Football	81.0	74.0	69.0	84.0	85.0	1.2%	1.2%
121	Basketball	13.0	11.0	12.0	12.0	13.0	8.3%	0.0%
122	Track & Field/Cross Country	3.0	3.0	5.0	5.0	5.0	0.0%	13.6%
123	Tennis	3.0	3.0	2.0	2.0	2.0	0.0%	-9.6%
124	Baseball							
125	Wrestling	1.0	1.0	0.0	1.0	1.0	0.0%	0.0%
126	Golf	1.0	0.0	1.0	0.0	1.0		0.0%
127	Volleyball							
128	Subtotal	102.0	92.0	89.0	104.0	107.0	2.9%	1.2%
129	<b>Women's Programs</b>							
130	Volleyball	11.0	12.0	12.0	11.0	12.0	9.1%	2.2%
131	Basketball	13.0	14.0	15.0	13.0	15.0	15.4%	3.6%
132	Track & Field/Cross Country	7.0	4.0	5.0	7.0	5.0	-28.6%	-8.1%
133	Tennis	7.0	7.0	8.0	8.0	8.0	0.0%	3.4%
134	Gymnastics	10.0	9.0	12.0	12.0	12.0	0.0%	4.7%
135	Golf	3.0	3.0	1.0	0.0	1.0		-24.0%
136	Soccer	1.0	0.0	1.0	1.0	2.0	100.0%	18.9%
137	Skiing	0.0	0.0	1.0	1.0	2.0	100.0%	
138	Softball	0.0	0.0	0.0	0.0	0.0		
139	Swimming	0.0	1.0	1.0	2.0	2.0	0.0%	
140	Subtotal	52.0	50.0	56.0	55.0	59.0	7.3%	3.2%
141	<b>Total Scholarships</b>	154.0	142.0	145.0	159.0	166.0	4.4%	1.9%
142	<b>Partial Scholarships by Sport (FTE)</b>							
143	<b>Men's Programs:</b>							
144	Football	0.50	4.55	16.20	1.00	0.00	-100.0%	-100.0%
145	Basketball	0.00	0.46	0.50	0.40	0.00	-100.0%	
146	Track & Field/Cross Country	6.98	8.76	5.36	6.30	8.00	27.0%	3.5%
147	Tennis	1.04	1.47	1.87	2.49	2.50	0.4%	24.5%
148	Baseball							
149	Wrestling	8.42	6.97	9.55	8.07	8.90	10.3%	1.4%
150	Golf	2.47	3.50	2.41	3.79	3.50	-7.7%	9.1%
151	Volleyball							
152	Rodeo							
153	Subtotal	19.41	25.71	35.89	22.05	22.90	3.9%	4.2%
154	<b>Women's Programs</b>							
155	Volleyball	0.59	0.94	0.00	0.00	0.00		-100.0%
156	Basketball	0.04	1.01	0.50	0.78	0.00	-100.0%	-100.0%
157	Track & Field/Cross Country	8.57	10.47	9.26	8.12	13.00	60.1%	11.0%
158	Tennis	0.00	0.00	0.35	0.00	0.00		
159	Gymnastics	0.79	0.70	0.00	0.78	0.00	-100.0%	-100.0%
160	Golf	3.00	3.08	4.62	5.53	5.00	-9.6%	13.6%
161	Soccer	11.57	12.01	9.87	9.39	12.00	27.8%	0.9%
162	Softball							
163	Skiing	0.00	0.00	5.34	7.75	10.00	29.0%	
164	Swimming	1.76	5.98	9.33	10.02	12.00	19.8%	61.6%
165	Rodeo							
166	Subtotal	26.32	34.19	39.27	42.37	52.00	22.7%	18.6%
167	<b>Total Scholarships</b>	45.73	59.90	75.16	64.42	74.90	16.3%	13.1%

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>1 Revenue:</b>							
<b>2 Program Revenue:</b>							
3 Ticket Sales	328,546	369,954	357,869	253,108	219,509	-13.3%	-9.6%
4 Game Guarantees	562,000	644,000	754,600	1,330,402	1,158,000	-13.0%	19.8%
5 Contributions	518,339	569,504	343,160	382,833	428,500	11.9%	-4.6%
6 NCAA/Conference/Tournaments	493,850	532,650	518,290	642,292	516,831	-19.5%	1.1%
7 TV/Radio/Internet Rights	9,692	6,180	3,148	8,559	0	-100.0%	-100.0%
8 Program/Novelty Sales,							
9 Concessionns, Parking	17,534	21,438	17,000	17,000	17,500	2.9%	0.0%
10 Royalty, Advertisement, Sponsorship	551,818	622,694	496,620	498,620	492,120	-1.3%	-2.8%
11 Endowment/Investment Income	23,870	28,660	30,840	23,710	30,650	29.3%	6.4%
12 Other	112,284	95,440	83,900	98,973	129,369	30.7%	3.6%
13 <b>Total Program Revenue</b>	<b>2,617,932</b>	<b>2,890,521</b>	<b>2,605,427</b>	<b>3,255,497</b>	<b>2,992,479</b>	<b>-8.1%</b>	<b>3.4%</b>
<b>14 Non-Program Revenue:</b>							
15 NCAA/Bowl/World Series	50,960	750	2,361	720	0	-100.0%	-100.0%
16 Student Activity Fees	1,839,156	1,805,222	1,980,502	2,191,453	2,091,523	-4.6%	3.3%
17 General Education Funds	2,201,200	2,319,642	2,442,600	2,262,900	2,214,700	-2.1%	0.2%
18 GenEd Funds for Gender Eq.	626,500	646,500	646,500	646,500	721,500	11.6%	3.6%
19 Institutional Funds	365,600	465,603	539,600	374,000	485,100	29.7%	7.3%
20 Subtotal State/Inst. Support	3,193,300	3,431,745	3,628,700	3,283,400	3,421,300	4.2%	1.7%
21 <b>Total Non-Program Revenue</b>	<b>5,083,416</b>	<b>5,237,717</b>	<b>5,611,563</b>	<b>5,475,573</b>	<b>5,512,823</b>	<b>0.7%</b>	<b>2.0%</b>
22 <b>Subtotal Operating Revenue</b>	<b>7,701,348</b>	<b>8,128,238</b>	<b>8,216,990</b>	<b>8,731,070</b>	<b>8,505,302</b>	<b>-2.6%</b>	<b>2.5%</b>
<b>23 Non-Cash Revenue</b>							
24 Third Party Support	0	39,946	42,512	42,013	35,000	-16.7%	
25 Indirect Institutional Support	0	0	0	0	0		
26 Non-Cash Revenue	566,206	585,593	653,306	629,269	600,000	-4.7%	1.5%
27 Non-Resident Tuition Waivers	905,919	977,670	1,122,888	1,251,295	1,158,372	-7.4%	6.3%
28 <b>Subtotal Non-Cash Revenue</b>	<b>1,472,125</b>	<b>1,603,209</b>	<b>1,818,706</b>	<b>1,922,577</b>	<b>1,793,372</b>	<b>-6.7%</b>	<b>5.1%</b>
29 <b>Total Revenue:</b>	<b>9,173,473</b>	<b>9,731,447</b>	<b>10,035,696</b>	<b>10,653,647</b>	<b>10,298,674</b>	<b>-3.3%</b>	<b>2.9%</b>
<b>30</b>							
<b>31 Expenditures</b>							
<b>32 Operating Expenditures:</b>							
33 Athletics Student Aid	1,768,404	1,710,189	1,712,419	1,821,964	2,060,464	13.1%	3.9%
34 Guarantees	78,839	93,500	125,500	230,667	49,500	-78.5%	-11.0%
35 Coaching Salary/Benefits	1,738,418	1,736,433	1,865,526	1,822,432	2,124,689	16.6%	5.1%
36 Admin Staff Salary/Benefits	1,553,199	1,462,110	1,316,801	1,398,814	1,495,919	6.9%	-0.9%
37 Severance Payments	0	0	0	0	0		
38 Recruiting	301,128	254,262	238,792	308,441	218,803	-29.1%	-7.7%
39 Team Travel	895,509	841,437	836,283	830,424	750,411	-9.6%	-4.3%
40 Equipment, Uniforms and Supplies	399,028	216,320	206,111	249,711	253,518	1.5%	-10.7%
41 Game Expenses	265,853	310,724	283,017	268,359	237,840	-11.4%	-2.7%
42 Fund Raising, Marketing, Promotion	215,429	154,186	140,248	122,220	165,248	35.2%	-6.4%
43 Direct Facilities/Maint/Rentals	172,966	149,771	165,704	204,111	143,042	-29.9%	-4.6%
44 Debt Service on Facilities	0	0	0	0	0		
45 Spirit Groups	200,091	54,322	49,947	54,421	42,437	-22.0%	-32.1%
46 Medical Expenses & Insurance	307,129	266,042	307,924	325,110	282,810	-13.0%	-2.0%
47 Memberships & Dues	46,033	44,793	48,242	39,062	48,000	22.9%	1.1%
48 NCAA/Special Event/Bowls	46,595	2,983	1,810	762	0	-100.0%	-100.0%
49 Other Operating Expenses	511,704	466,619	446,338	385,075	603,291	56.7%	4.2%
50 <b>Subtotal Operating Expenditures</b>	<b>8,500,325</b>	<b>7,763,692</b>	<b>7,744,661</b>	<b>8,061,573</b>	<b>8,475,972</b>	<b>5.1%</b>	<b>-0.1%</b>
<b>51 Non-Cash Expenditures</b>							
52 3rd Party Coaches Compensation	0	35,526	37,977	37,484	30,000	-20.0%	
53 3rd Party Admin Staff Compensation	0	4,420	4,535	4,529	5,000	10.4%	
54 Indirect Facilities & Admin Support	0	0	0	0	0		
55 Non-Cash Expense	566,206	585,593	653,306	629,269	600,000	-4.7%	1.5%
56 Non-Resident Tuition Waivers	905,919	977,670	1,122,888	1,251,295	1,158,372	-7.4%	6.3%
57 <b>Subtotal Non-Cash Expenditures</b>	<b>1,472,125</b>	<b>1,603,209</b>	<b>1,818,706</b>	<b>1,922,577</b>	<b>1,793,372</b>	<b>-6.7%</b>	<b>5.1%</b>
58 <b>Total Expenditures:</b>	<b>9,972,450</b>	<b>9,366,901</b>	<b>9,563,367</b>	<b>9,984,150</b>	<b>10,269,344</b>	<b>2.9%</b>	<b>0.7%</b>
59							
60 <b>Net Income/(deficit)</b>	<b>(798,977)</b>	<b>364,546</b>	<b>472,329</b>	<b>669,497</b>	<b>29,330</b>	<b>-95.6%</b>	
61							
62 <b>Ending Fund Balance 6/30</b>	<b>(137,735)</b>	<b>226,811</b>	<b>699,140</b>	<b>1,368,637</b>	<b>1,397,967</b>	<b>2.1%</b>	
63							
<b>64 Sport Camps &amp; Clinics</b>							
65 Revenue	168,462	227,303	192,822	197,065	150,000	-23.9%	-2.9%
66 Coach Compensation from Camp	97,398	49,190	20,074	104,025	90,000	-13.5%	-2.0%
67 Camp Expenses	82,432	193,807	135,595	137,041	60,000	-56.2%	-7.6%
68 <b>Total Expenses</b>	<b>179,830</b>	<b>242,997</b>	<b>155,669</b>	<b>241,066</b>	<b>150,000</b>	<b>-37.8%</b>	<b>-4.4%</b>
69 <b>Net Income from Camps</b>	<b>(11,369)</b>	<b>-15,695</b>	<b>37,153</b>	<b>-44,001</b>	<b>0</b>	<b>-100.0%</b>	<b>-100.0%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

						1 YR	Ave Ann
						% Chg	% Chg
<b>Revenue by Program:</b>							
	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est		
<b>1 General Revenue:</b>							
2 Student Fees	1,839,156	1,805,222	1,980,502	2,191,453	2,091,523	-4.6%	3.3%
3 Contributions	518,339	569,504	343,160	382,833	428,500	11.9%	-4.6%
4 State Support	2,201,200	2,319,642	2,442,600	2,262,900	2,214,700	-2.1%	0.2%
5 Institutional Gender Equity	626,500	646,500	646,500	646,500	721,500	11.6%	3.6%
6 Institutional Support	365,600	465,603	539,600	374,000	485,100	29.7%	7.3%
7 NCAA / Conference	493,850	532,650	518,290	642,292	516,831	-19.5%	1.1%
8 TV / Radio / Internet	9,692	6,180	3,148	8,559	0	-100.0%	-100.0%
9 Concessions / program / etc.	17,534	21,438	17,000	17,000	17,000	0.0%	-0.8%
10 Advertising / sponsorship / Royalty	551,818	622,694	496,620	498,620	492,120	-1.3%	-2.8%
11 Endowments	23,870	28,660	30,840	23,710	30,650	29.3%	6.4%
12 NCAA / Bowl / World Series	50,960	750	2,361	720	0	-100.0%	-100.0%
13 Other	102,189	98,842	88,329	98,973	121,313	22.6%	4.4%
14 Total General Revenue	6,800,707	7,117,686	7,108,950	7,147,560	7,119,237	-0.4%	1.2%
<b>15 Revenue By Sport:</b>							
<b>16 Men's Programs:</b>							
17 Football							
18 Ticket Sales	169,071	196,636	135,956	124,521	104,659	-16.0%	-11.3%
19 Game Guarantees	325,000	300,000	405,000	899,902	725,000	-19.4%	22.2%
20 Other (Tourn/Bowl/Conf)	0	0	0	0	0		
21 Basketball							
22 Ticket Sales	120,288	131,526	195,510	100,082	83,500	-16.6%	-8.7%
23 Game Guarantees	225,000	315,000	326,500	360,000	368,000	2.2%	13.1%
24 Other (Tourn/Bowl/Conf)	0	0	0	0	0		
25 Track & Field/Cross Country	4,605	4,136	1,822	2,710	2,000	-26.2%	-18.8%
26 Tennis	0	0	0	0	0		
27 Baseball	0	0	0	0	0		
28 Ticket Sales							
29 Contributions (Fundraising)							
30 Wrestling	0	0	0	0	0		
31 Golf	0	0	0	0	0		
32 Volleyball	0	0	0	0	0		
33 Total Men's Sport Revenue	843,964	947,298	1,064,788	1,487,215	1,283,159	-13.7%	11.0%
<b>34 Women's Programs</b>							
35 Volleyball							
36 Ticket Sales	3,198	3,063	2,688	3,449	3,853	11.7%	4.8%
37 Game Guarantees	0	0	3,600	2,000	4,000	100.0%	
38 Other (Tourn/Bowl/Conf)	0	0	0	0	0		
39 Basketball							
40 Ticket Sales	15,018	23,600	12,836	18,184	19,200	5.6%	6.3%
41 Game Guarantees	11,000	23,000	19,500	65,000	65,000	0.0%	55.9%
42 Other (Tourn/Bowl/Conf)	14,295	750	0	0	0		-100.0%
43 Track & Field/Cross Country	4,605	4,136	1,822	2,710	2,000	-26.2%	-18.8%
44 Tennis	0	0	0	0	0		
45 Gymnastics	0	0	0	0	0		
46 Golf	0	0	0	0	0		
47 Soccer	7,561	3,705	2,806	4,952	8,853	78.8%	4.0%
48 Softball	1,000	5,000	0	0	0		-100.0%
49 Skiing	0	0	0	0	0		
50 Swimming	0	0	0	0	0		
51 Total Women's Sport Rev	56,677	63,254	43,252	96,295	102,906	6.9%	16.1%
<b>50 Total Revenue</b>	<b>7,701,348</b>	<b>8,128,238</b>	<b>8,216,990</b>	<b>8,731,070</b>	<b>8,505,302</b>	<b>-2.6%</b>	<b>2.5%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

<b>Expenditures by Admin/Sport</b>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>51 Administrative and General</b>							
52 Athletic Director Office	841,585	839,554	680,826	725,477	737,749	1.7%	-3.2%
53 Fund Raising Office	222,109	188,197	180,814	171,829	192,155	11.8%	-3.6%
54 Academics Support	244,515	202,937	234,387	253,551	226,532	-10.7%	-1.9%
55 Media Relations	199,474	170,117	203,753	187,813	193,181	2.9%	-0.8%
56 Marketing and Promotions	277,479	153,193	172,010	235,799	194,658	-17.4%	-8.5%
57 Ticket Office	0	0	0	0	0		
58 Athletic Training Room	208,738	250,145	265,648	276,778	282,787	2.2%	7.9%
59 Memberships and Dues	46,033	44,793	48,242	39,062	35,000	-10.4%	-6.6%
60 Facilities Mtn & Debt Service	85,000	85,000	85,000	85,000	85,000	0.0%	0.0%
61 Capital Improvements	0	0	0	0	0		
62 NCAA/Special Event/Bowls	46,595	750	0	0	0		-100.0%
63 Other Miscellaneous	790,456	616,395	592,958	502,292	751,383	49.6%	-1.3%
<b>64 Total Admin &amp; General</b>	<b>2,961,984</b>	<b>2,551,081</b>	<b>2,463,638</b>	<b>2,477,601</b>	<b>2,698,445</b>	<b>8.9%</b>	<b>-2.3%</b>
65							
<b>66 Men's Programs:</b>							
67 Football	1,953,471	1,817,596	1,935,488	2,107,695	2,145,946	1.8%	2.4%
68 Basketball	823,675	764,289	863,838	860,818	882,219	2.5%	1.7%
69 Track & Field/Cross Country	310,031	293,231	295,114	288,551	285,191	-1.2%	-2.1%
70 Tennis	95,857	96,929	81,891	97,807	103,819	6.1%	2.0%
71 Baseball	0	0	0	0	0		
72 Wrestling	0	0	0	0	0		
73 Golf	91,870	82,823	15,058	4,817	0	-100.0%	-100.0%
74 Volleyball	0	0	0	0	0		
75 Rodeo	0	0	0	0	0		
<b>76 Total Men's Programs</b>	<b>3,274,904</b>	<b>3,054,868</b>	<b>3,191,389</b>	<b>3,359,688</b>	<b>3,417,175</b>	<b>1.7%</b>	<b>1.1%</b>
77							
<b>78 Women's Programs</b>							
79 Volleyball	356,805	332,383	358,118	362,629	383,626	5.8%	1.8%
80 Basketball	598,824	594,512	566,118	602,524	616,847	2.4%	0.7%
81 Track & Field/Cross Country	385,315	338,039	317,268	344,213	404,906	17.6%	1.2%
82 Tennis	123,439	112,339	99,310	113,820	133,371	17.2%	2.0%
83 Gymnastics	0	0	0	0	0		
84 Golf	112,107	104,199	93,770	110,715	94,973	-14.2%	-4.1%
85 Soccer	357,435	370,437	386,330	394,806	403,526	2.2%	3.1%
86 Softball	329,512	305,834	268,720	295,577	323,103	9.3%	-0.5%
87 Skiing	0	0	0	0	0		
88 Swimming	0	0	0	0	0		
<b>89 Total Women's Programs</b>	<b>2,263,437</b>	<b>2,157,743</b>	<b>2,089,634</b>	<b>2,224,284</b>	<b>2,360,352</b>	<b>6.1%</b>	<b>1.1%</b>
90							
<b>91 Total Expenditures</b>	<b>8,500,325</b>	<b>7,763,692</b>	<b>7,744,661</b>	<b>8,061,573</b>	<b>8,475,972</b>	<b>5.1%</b>	<b>-0.1%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

<b>Participants by Sport</b>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>92 Men's Programs:</b>							
93 Football	84	87	80	84	85	1.2%	0.3%
94 Basketball	18	14	16	15	15	0.0%	-4.5%
95 Track & Field/Cross Country	46	37	38	36	32	-11.1%	-8.7%
96 Tennis	9	8	7	6	8	33.3%	-2.9%
97 Baseball							
98 Wrestling							
99 Golf	7	7	0	0	0		-100.0%
100 Volleyball							
101 Rodeo							
102 Total Male Participation	164	153	141	141	140	-0.7%	-3.9%
<b>103 Women's Programs</b>							
104 Volleyball	13	13	13	17	13	-23.5%	0.0%
105 Basketball	15	15	14	15	13	-13.3%	-3.5%
106 Track & Field/Cross Country	39	37	32	28	36	28.6%	-2.0%
107 Tennis	9	7	9	9	11	22.2%	5.1%
108 Gymnastics							
109 Golf	9	8	6	8	7	-12.5%	-6.1%
110 Soccer	23	22	23	24	28	16.7%	5.0%
111 Softball	20	20	17	14	15	7.1%	-6.9%
112 Skiing	-	-					
113 Swimming	-	-					
114 Rodeo							
115 Total Female Participation	128	122	114	115	123	7.0%	-1.0%
<b>116 Total Participants</b>	<b>292</b>	<b>275</b>	<b>255</b>	<b>256</b>	<b>263</b>	<b>2.7%</b>	<b>-2.6%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>Full Ride Scholarships (Hdct)</b>							
<b>117 Men's Programs:</b>							
118 Football	50.0	50.0	48.0	51.0	45.0	-11.8%	-2.6%
119 Basketball	12.0	11.0	13.0	11.0	13.0	18.2%	2.0%
120 Track & Field/Cross Country	1.0	2.0	3.0	3.0	2.0	-33.3%	18.9%
121 Tennis	0.0	0.0	0.0	0.0	0.0		
122 Baseball							
123 Wrestling							
124 Golf	0.0	0.0	0.0	0.0	0.0		
125 Volleyball							
126 Subtotal	63.0	63.0	64.0	65.0	60.0	-7.7%	-1.2%
<b>127 Women's Programs</b>							
128 Volleyball	9.0	9.0	10.0	11.0	12.0	9.1%	7.5%
129 Basketball	13.0	14.0	10.0	11.0	9.0	-18.2%	-8.8%
130 Track & Field/Cross Country	0.0	3.0	5.0	5.0	5.0	0.0%	
131 Tennis	4.0	4.0	1.0	1.0	4.0	300.0%	0.0%
132 Gymnastics							
133 Golf	0.0	0.0	0.0	0.0	0.0		
134 Soccer	3.0	3.0	4.0	4.0	2.0	-50.0%	-9.6%
135 Skiing	0.0	0.0	1.0	0.0	0.0		
136 Softball	0.0	0.0	0.0	0.0	0.0		
137 Swimming	0.0	0.0	0.0	0.0	0.0		
138 Subtotal	29.0	33.0	31.0	32.0	32.0	0.0%	2.5%
<b>139 Total Scholarships</b>	92.0	96.0	95.0	97.0	92.0	-5.2%	0.0%
<b>140 Partial Scholarships by Sport (FTE)</b>							
<b>141 Men's Programs:</b>							
142 Football	8.18	11.67	11.51	11.09	8.95	-19.4%	2.3%
143 Basketball	0.50	0.50	0.00	0.49	0.00	-100.0%	-100.0%
144 Track & Field/Cross Country	10.54	10.38	9.56	8.00	8.54	6.7%	-5.1%
145 Tennis	3.94	4.20	2.81	4.02	4.03	0.3%	0.6%
146 Baseball							
147 Wrestling							
148 Golf	2.50	2.62	0.00	0.00	0.00		-100.0%
149 Volleyball							
150 Rodeo							
151 Subtotal	25.66	29.37	23.88	23.60	21.52	-8.8%	-4.3%
<b>152 Women's Programs</b>							
153 Volleyball	1.44	1.47	0.95	0.00	0.00		-100.0%
154 Basketball	0.00	0.49	1.01	0.50	1.63	226.0%	
155 Track & Field/Cross Country	17.39	12.60	8.89	9.78	12.97	32.6%	-7.1%
156 Tennis	2.15	1.15	3.86	3.69	1.87	-49.3%	-3.4%
157 Gymnastics							
158 Golf	4.52	3.33	2.87	4.28	3.31	-22.7%	-7.5%
159 Soccer	8.42	9.16	7.33	8.75	9.16	4.7%	2.1%
160 Softball	7.44	7.54	7.90	7.70	8.31	7.9%	2.8%
161 Skiing							
162 Swimming							
163 Rodeo							
164 Subtotal	41.36	35.74	32.81	34.70	37.25	7.3%	-2.6%
<b>165 Total Scholarships</b>	67.02	65.11	56.69	58.30	58.77	0.8%	-3.2%

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>1 Revenue (Detail):</b>							
<b>2 Program Revenue:</b>							
3 Ticket Sales	645,308	480,817	969,361	700,856	1,025,375	46.3%	12.3%
4 Game Guarantees	1,285,000	1,165,000	1,005,000	804,000	1,054,000	31.1%	-4.8%
5 Contributions	2,221,176	2,631,059	2,368,227	2,354,627	2,241,782	-4.8%	0.2%
6 NCAA/Conference/Tournaments	1,505,558	1,446,488	1,381,112	1,578,852	1,593,285	0.9%	1.4%
7 TV/Radio/Internet Rights	150,000	150,000	50,000	50,000	50,000	0.0%	-24.0%
8 Program/Novelty Sales,							
9 Concessionns, Parking	67,428	40,579	36,903	48,925	29,685	-39.3%	-18.5%
10 Royalty, Advertisement, Sponsorship	361,817	273,569	114,678	396,999	583,721	47.0%	12.7%
11 Endowment/Investment Income	220,184	245,278	285,056	265,469	233,300	-12.1%	1.5%
12 Other	223,157	129,704	73,749	77,003	345,961	349.3%	11.6%
13 <b>Total Program Revenue</b>	<b>6,679,628</b>	<b>6,562,493</b>	<b>6,284,086</b>	<b>6,276,731</b>	<b>7,157,109</b>	<b>14.0%</b>	<b>1.7%</b>
<b>14 Non-Program Revenue:</b>							
15 NCAA/Bowl/World Series				400,000	0	-100.0%	
16 Student Activity Fees	1,986,666	2,048,266	2,154,873	2,218,219	2,381,689	7.4%	4.6%
17 General Education Funds	2,201,200	2,263,906	2,150,549	2,246,527	2,214,700	-1.4%	0.2%
18 GenEd Funds for Gender Eq.	534,860	561,560	846,560	846,560	1,632,885	92.9%	32.2%
19 Institutional Funds	688,800	726,500	743,900	717,400	617,506	-13.9%	-2.7%
20 Subtotal State/Inst. Support	3,424,860	3,551,966	3,741,009	3,810,487	4,465,091	17.2%	6.9%
21 <b>Total Non-Program Revenue</b>	<b>5,411,526</b>	<b>5,600,232</b>	<b>5,895,882</b>	<b>6,428,706</b>	<b>6,846,780</b>	<b>6.5%</b>	<b>6.1%</b>
22 <b>Subtotal Operating Revenue:</b>	<b>12,091,154</b>	<b>12,162,726</b>	<b>12,179,968</b>	<b>12,705,437</b>	<b>14,003,889</b>	<b>10.2%</b>	<b>3.7%</b>
<b>23 Non-Cash Revenue</b>							
24 Third Party Support	215,500	260,750	262,900	270,100	381,000	41.1%	15.3%
25 Indirect Institutional Support	287,978	280,304	233,521	305,244	347,686	13.9%	4.8%
26 Non-Cash Revenue	409,878	474,493	539,460	421,655	500,000	18.6%	5.1%
27 Non-Resident Tuition Waivers	1,711,300	1,743,952	1,716,831	1,843,208	1,850,000	0.4%	2.0%
28 <b>Subtotal Non-Cash Revenue</b>	<b>2,624,656</b>	<b>2,759,499</b>	<b>2,752,712</b>	<b>2,840,207</b>	<b>3,078,686</b>	<b>8.4%</b>	<b>4.1%</b>
29 <b>Total Revenue:</b>	<b>14,715,810</b>	<b>14,922,225</b>	<b>14,932,680</b>	<b>15,545,644</b>	<b>17,082,575</b>	<b>9.9%</b>	<b>3.8%</b>
30							
<b>31 Expenditures:</b>							
<b>32 Operating Expenditures:</b>							
33 Athletics Student Aid	2,394,766	2,480,796	2,535,486	2,850,642	2,835,494	-0.5%	4.3%
34 Guarantees	160,374	288,486	298,916	138,132	264,800	91.7%	13.4%
35 Coaching Salary/Benefits	2,228,029	2,391,727	2,526,388	2,539,352	2,879,588	13.4%	6.6%
36 Admin Staff Salary/Benefits	1,769,848	1,898,039	1,952,361	1,904,159	1,874,053	-1.6%	1.4%
37 Severence Payments	109,140	94,118	148,901	1,934	0	-100.0%	-100.0%
38 Recruiting	477,736	491,207	408,036	469,594	396,365	-15.6%	-4.6%
39 Team Travel	1,581,545	1,470,544	1,798,219	1,518,534	1,738,649	14.5%	2.4%
40 Equipment, Uniforms and Supplies	423,464	371,074	394,646	373,182	493,395	32.2%	3.9%
41 Game Expenses	360,875	390,412	535,908	559,545	622,206	11.2%	14.6%
42 Fund Raising, Marketing, Promotion	224,791	223,699	168,362	207,435	194,700	-6.1%	-3.5%
43 Direct Facilities/Maint/Rentals	25,467	27,089	52,576	69,497	22,000	-68.3%	-3.6%
44 Debt Service on Facilities	0	0	0	0	0		
45 Spirit Groups	0	0	0	0	0		
46 Medical Expenses & Insurance	299,240	336,028	240,419	332,460	394,476	18.7%	7.2%
47 Memberships & Dues	415,452	415,144	412,144	414,380	409,100	-1.3%	-0.4%
48 NCAA/Special Event/Bowls	0	0	0	381,917	0	-100.0%	
49 Other Operating Expenses	1,296,699	1,684,310	1,148,759	910,891	1,876,810	106.0%	9.7%
50 <b>Subtotal Operating Expenditures</b>	<b>11,767,426</b>	<b>12,562,673</b>	<b>12,621,121</b>	<b>12,671,654</b>	<b>14,001,636</b>	<b>10.5%</b>	<b>4.4%</b>
<b>51 Non-Cash Expenditures</b>							
52 3rd Party Coaches Compensation	208,000	243,250	245,400	252,600	363,500	43.9%	15.0%
53 3rd Party Admin Staff Compensation	7,500	17,500	17,500	17,500	17,500	0.0%	23.6%
54 Indirect Facilities & Admin Support	287,978	280,304	233,521	305,244	347,686	13.9%	4.8%
55 Non-Cash Expense	409,878	474,493	539,460	421,655	500,000	18.6%	5.1%
56 Non-Resident Tuition Waivers	1,711,300	1,743,952	1,716,831	1,843,208	1,850,000	0.4%	2.0%
57 <b>Subtotal Non-Cash Expenditures</b>	<b>2,624,656</b>	<b>2,759,499</b>	<b>2,752,712</b>	<b>2,840,207</b>	<b>3,078,686</b>	<b>8.4%</b>	<b>4.1%</b>
58 <b>Total Expenditures:</b>	<b>14,392,082</b>	<b>15,322,172</b>	<b>15,373,833</b>	<b>15,511,861</b>	<b>17,080,322</b>	<b>10.1%</b>	<b>4.4%</b>
59							
60 <b>Net Income/(deficit)</b>	<b>323,728</b>	<b>(399,947)</b>	<b>(441,153)</b>	<b>33,783</b>	<b>2,253</b>	<b>-93.3%</b>	<b>-71.1%</b>
61							
62 <b>Ending Fund Balance 6/30</b>	<b>685,575</b>	<b>285,628</b>	<b>(155,945)</b>	<b>(122,162)</b>	<b>(119,909)</b>	<b>-1.8%</b>	
63							
<b>64 Sport Camps &amp; Clinics</b>							
65 Revenue	266,395	285,983	194,220	137,542	250,000	81.8%	-1.6%
66 Coach Compensation from Camp	55,885	69,711	73,901	38,812	63,000	62.3%	3.0%
67 Camp Expenses	250,586	218,561	170,550	107,856	187,000	73.4%	-7.1%
68 <b>Total Expenses</b>	<b>306,471</b>	<b>288,272</b>	<b>244,451</b>	<b>146,668</b>	<b>250,000</b>	<b>70.5%</b>	<b>-5.0%</b>
69 <b>Net Income from Camps</b>	<b>(40,076)</b>	<b>(2,289)</b>	<b>(50,231)</b>	<b>(9,126)</b>	<b>0</b>	<b>-100.0%</b>	<b>-100.0%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Revenue by Program:</b>		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1	<b>General Revenue:</b>							
2	Student Fees	1,986,666	2,048,266	2,154,873	2,218,219	2,381,689	7.4%	4.6%
3	Contributions	2,221,176	2,631,059	2,368,227	2,354,627	2,241,782	-4.8%	0.2%
4	State Support	2,201,200	2,263,906	2,150,549	2,246,527	2,214,700	-1.4%	0.2%
5	Institutional Gender Equity	534,860	561,560	846,560	846,560	1,632,885	92.9%	32.2%
6	Institutional Support	688,800	726,500	743,900	717,400	617,506	-13.9%	-2.7%
7	NCAA/Conference	1,505,558	1,446,488	1,381,112	1,578,852	1,593,285	0.9%	1.4%
8	TV/Radio/Internet	150,000	150,000	50,000	50,000	50,000	0.0%	-24.0%
9	Concessions/program/etc.	67,428	40,579	36,903	48,925	29,685	-39.3%	-18.5%
10	Advertising/sponsorship/Royalty	361,817	273,569	114,678	396,999	583,721	47.0%	12.7%
11	Endowments	220,178	245,278	285,056	265,469	233,300	-12.1%	1.5%
12	Special Events	0	0		0			
13	Other	223,163	129,704	73,749	77,003	345,961	349.3%	11.6%
14	Total General Revenue	10,160,846	10,516,909	10,205,607	10,800,581	11,924,514	10.4%	4.1%
15	<b>Revenue By Sport:</b>							
16	<b>Men's Programs:</b>							
17	Football							
18	Ticket Sales	545,623	425,052	858,490	610,058	955,375	56.6%	15.0%
19	Game Guarantees	1,185,000	1,060,000	850,000	725,000	950,000	31.0%	-5.4%
20	Other (Tourn/Bowl/Conf)	0	0	0	400,000	0	-100.0%	
21	Basketball							
22	Ticket Sales	60,023	31,804	75,771	72,357	55,000	-24.0%	-2.2%
23	Game Guarantees	89,000	100,000	140,000	65,000	90,000	38.5%	0.3%
24	Other (Tourn/Bowl/Conf)	0	0	0	0	0		
25	Track & Field/Cross Country	421	0	3,873	3,104	0	-100.0%	-100.0%
26	Tennis	0	0					
27	Baseball							
28	Ticket Sales							
29	Contributions (Fundraising)							
30	Wrestling							
31	Golf	0	0		0	0		
32	Volleyball							
33	Total Men's Sport Revenue	1,880,067	1,616,856	1,928,134	1,875,519	2,050,375	9.3%	2.2%
34	<b>Women's Programs</b>							
35	Volleyball							
36	Ticket Sales	20,193	12,315	14,392	3,869	8,000	106.8%	-20.7%
37	Game Guarantees	0	0	0	0	4,000		
38	Other (Tourn/Bowl/Conf)	0	0	0	0	0		
39	Basketball							
40	Ticket Sales	18,627	11,645	13,460	8,310	7,000	-15.8%	-21.7%
41	Game Guarantees	11,000	5,000	15,000	14,000	10,000	-28.6%	-2.4%
42	Other (Tourn/Bowl/Conf)	0	0	0	0	0		
43	Track & Field/Cross Country	421	0	3,375	3,158	0	-100.0%	-100.0%
44	Tennis	0	0	0	0	0		
45	Gymnastics							
46	Golf	0	0	0	0	0		
47	Soccer	0	0	0	0	0		
48	Softball							
49	Skiing							
50	Swimming	0	0	0	0	0		
51	Total Women's Sport Rev	50,241	28,961	46,227	29,337	29,000	-1.1%	-12.8%
52	<b>Total Revenue</b>	12,091,154	12,162,726	12,179,968	12,705,437	14,003,889	10.2%	3.7%

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Expenditures by Admin/Sport</b>		<b>FY07 Act</b>	<b>FY08 Act</b>	<b>FY09 Act</b>	<b>FY10 Act</b>	<b>FY11 Est</b>	<b>1 YR % Chg</b>	<b>Ave Ann % Chg</b>
<b>53</b>	<b>Administrative and General</b>							
54	Athletic Director Office	801,364	710,283	813,976	990,936	1,063,086	7.3%	7.3%
55	Fund Raising Office	398,229	376,990	269,717	309,804	319,360	3.1%	-5.4%
56	Academics Support	220,728	265,112	256,306	189,314	141,340	-25.3%	-10.5%
57	Media Relations	202,651	218,419	224,066	195,018	191,918	-1.6%	-1.4%
58	Marketing and Promotions	150,095	148,638	113,371	160,798	133,042	-17.3%	-3.0%
59	Ticket Office	39,151	30,369	61,302	75,780	231,877	206.0%	56.0%
60	Athletic Training Room	561,424	625,537	523,376	568,597	273,150	-52.0%	-16.5%
61	Memberships and Dues	415,452	415,144	412,144	406,768	409,100	0.6%	-0.4%
62	Facilities Mtn & Debt Service	0	0	40,265	63,922	0	-100.0%	
63	Capital Improvements	289,794	537,515	57,276	13,203	7,000	-47.0%	-60.6%
64	NCAA/Special Event/Bowls	0	0	0	381,917	0	-100.0%	
65	Other Miscellaneous	798,340	734,177	658,233	627,543	1,133,847	80.7%	9.2%
<b>66</b>	<b>Total Admin &amp; General</b>	<b>3,877,228</b>	<b>4,062,184</b>	<b>3,430,032</b>	<b>3,983,600</b>	<b>3,903,720</b>	<b>-2.0%</b>	<b>0.2%</b>
67								
<b>68</b>	<b>Men's Programs:</b>							
69	Football	3,618,892	3,626,395	4,158,655	3,555,514	4,637,368	30.4%	6.4%
70	Basketball	978,109	1,107,745	1,229,641	1,184,482	1,319,740	11.4%	7.8%
71	Track & Field/Cross Country	360,532	384,230	395,861	415,926	386,319	-7.1%	1.7%
72	Tennis	99,653	110,977	134,539	166,566	173,636	4.2%	14.9%
73	Baseball	0	0	0	0	0		
74	Wrestling	0	0	0	0	0		
75	Golf	143,782	179,376	169,331	179,069	192,369	7.4%	7.5%
76	Volleyball	0	0	0	0	0		
77	Rodeo	0	0	0	0	0		
<b>78</b>	<b>Total Men's Programs</b>	<b>5,200,968</b>	<b>5,408,723</b>	<b>6,088,027</b>	<b>5,501,557</b>	<b>6,709,432</b>	<b>22.0%</b>	<b>6.6%</b>
79								
<b>80</b>	<b>Women's Programs</b>							
81	Volleyball	524,178	565,890	582,484	574,067	641,129	11.7%	5.2%
82	Basketball	721,839	803,362	871,047	819,638	918,418	12.1%	6.2%
83	Track & Field/Cross Country	423,565	529,622	469,861	492,382	456,608	-7.3%	1.9%
84	Tennis	142,365	138,986	211,775	170,545	217,125	27.3%	11.1%
85	Gymnastics	0	0	0	0	0		
86	Golf	172,610	207,810	197,558	209,922	214,131	2.0%	5.5%
87	Soccer	355,950	403,600	433,102	411,111	498,255	21.2%	8.8%
88	Softball	0	0	0	0	0		
89	Skiing	0	0	0	0	0		
90	Swimming	348,723	442,496	337,235	508,832	442,818	-13.0%	6.2%
<b>91</b>	<b>Total Women's Programs</b>	<b>2,689,230</b>	<b>3,091,766</b>	<b>3,103,062</b>	<b>3,186,497</b>	<b>3,388,484</b>	<b>6.3%</b>	<b>5.9%</b>
92								
<b>93</b>	<b>Total Expenditures</b>	<b>11,767,426</b>	<b>12,562,673</b>	<b>12,621,121</b>	<b>12,671,654</b>	<b>14,001,636</b>	<b>10.5%</b>	<b>4.4%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Participants by Sport</b>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>94 Men's Programs:</b>							
95 Football	125	107	108	102	105	2.9%	-4.3%
96 Basketball	16	16	17	15	15	0.0%	-1.6%
97 Track & Field/Cross Country	41	43	45	38	42	10.5%	0.6%
98 Tennis	12	10	7	11	9	-18.2%	-6.9%
99 Baseball							
100 Wrestling							
101 Golf	9	10	8	8	8	0.0%	-2.9%
102 Volleyball							
103 Rodeo							
104 Total Male Participation	203	186	185	174	179	2.9%	-3.1%
<b>105 Women's Programs</b>							
106 Volleyball	16	12	15	17	15	-11.8%	-1.6%
107 Basketball	16	14	14	13	15	15.4%	-1.6%
108 Track & Field/Cross Country	33	34	44	40	38	-5.0%	3.6%
109 Tennis	8	11	12	10	12	20.0%	10.7%
110 Gymnastics							
111 Golf	7	6	7	8	7	-12.5%	0.0%
112 Soccer	26	24	25	22	24	9.1%	-2.0%
113 Softball							
114 Skiing							
115 Swimming	25	25	24	25	28	12.0%	2.9%
116 Rodeo							
117 Total Female Participation	131	126	141	135	139	3.0%	1.5%
<b>118 Total Participants</b>	<b>334</b>	<b>312</b>	<b>326</b>	<b>309</b>	<b>318</b>	<b>2.9%</b>	<b>-1.2%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>Full Ride Scholarships (Hdct)</b>							
<b>119 Men's Programs:</b>							
120 Football	68.5	69.5	65.0	67.0	74.0	10.4%	1.9%
121 Basketball	12.0	10.0	12.0	11.0	11.0	0.0%	-2.2%
122 Track & Field/Cross Country	6.0	4.0	5.0	6.0	5.0	-16.7%	-4.5%
123 Tennis			1.0	0.0	0.0		
124 Baseball							
125 Wrestling							
126 Golf			2.0	1.0	1.0	0.0%	
127 Volleyball							
128 Subtotal	86.5	83.5	85.0	85.0	91.0	7.1%	1.3%
<b>129 Women's Programs</b>							
130 Volleyball	11.0	11.0	12.0	9.0	12.0	33.3%	2.2%
131 Basketball	14.0	14.0	11.0	14.0	13.0	-7.1%	-1.8%
132 Track & Field/Cross Country	7.0	9.0	7.0	7.0	9.0	28.6%	6.5%
133 Tennis	7.5	6.0	7.0	8.0	8.0	0.0%	1.6%
134 Gymnastics							
135 Golf	4.0	4.0	6.0	5.0	4.0	-20.0%	0.0%
136 Soccer	1.0	2.0	3.0	3.0	2.0	-33.3%	18.9%
137 Skiing							
138 Softball							
139 Swimming	7.0	7.0	6.0	7.0	7.0	0.0%	0.0%
140 Subtotal	51.5	53.0	52.0	53.0	55.0	3.8%	1.7%
<b>141 Total Scholarships</b>	<b>138.0</b>	<b>136.5</b>	<b>137.0</b>	<b>138.0</b>	<b>146.0</b>	<b>5.8%</b>	<b>1.4%</b>
<b>142 Partial Scholarships by Sport (FTE)</b>							
<b>143 Men's Programs:</b>							
144 Football	7.10	0.60	6.14	5.89	1.85	-68.6%	-28.6%
145 Basketball	0.00	1.99	0.00	1.61	0.74	-54.0%	
146 Track & Field/Cross Country	6.47	8.21	6.67	6.40	5.81	-9.2%	-2.7%
147 Tennis	4.13	4.20	3.47	4.49	4.50	0.2%	2.2%
148 Baseball							
149 Wrestling							
150 Golf	4.32	4.10	2.33	3.12	3.50	12.2%	-5.1%
151 Volleyball							
152 Rodeo							
153 Subtotal	22.02	19.10	18.61	21.51	16.40	-23.8%	-7.1%
<b>154 Women's Programs</b>							
155 Volleyball	0.00	0.00	0.00	1.40	0.00	-100.0%	
156 Basketball	0.00	0.00	1.08	0.46	0.51	10.9%	
157 Track & Field/Cross Country	9.86	7.71	9.63	9.27	7.61	-17.9%	-6.3%
158 Tennis	0.00	0.00	0.50	0.00	0.00		
159 Gymnastics							
160 Golf	1.82	1.66	0.00	0.69	1.96	184.1%	1.9%
161 Soccer	9.26	11.36	8.82	9.48	10.61	11.9%	3.5%
162 Softball							
163 Skiing							
164 Swimming	6.80	5.94	5.03	6.35	6.07	-4.4%	-2.8%
165 Rodeo							
166 Subtotal	27.74	26.67	25.06	27.65	26.76	-3.2%	-0.9%
<b>167 Total Scholarships</b>	<b>49.76</b>	<b>45.77</b>	<b>43.67</b>	<b>49.16</b>	<b>43.16</b>	<b>-12.2%</b>	<b>-3.5%</b>

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenues and Expenditures  
Lewis-Clark State College**

<u>Revenues/Expend/Fund Balance</u>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>1 Revenue (Detail):</b>							
<b>2 Program Revenue:</b>							
3 Ticket Sales	31,939	40,859	34,339	37,188	35,000	-5.9%	2.3%
4 Game Guarantees							
5 Contributions	512,503	514,218	517,505	515,511	481,680	-6.6%	-1.5%
6 NCAA/Conference/Tournaments							
7 TV/Radio/Internet Rights	5,500	6,300	5,900	8,800	5,000	-43.2%	-2.4%
8 Program/Novelty Sales, 9 Concessionns, Parking							
10 Royalty, Advertisement, Sponsorship							
11 Endowment/Investment Income							
12 Other							
13 Total Program Revenue	549,942	561,377	557,744	561,499	521,680	-7.1%	-1.3%
<b>14 Non-Program Revenue:</b>							
15 NCAA/Bowl/World Series	545,690	605,197	504,117	463,657	525,000	13.2%	-1.0%
16 Student Activity Fees	292,765	294,890	292,440	319,920	330,000	3.2%	3.0%
17 General Education Funds	807,341	831,880	844,675	817,036	806,820	-1.3%	0.0%
18 GenEd Funds for Gender Eq.	* See Note	* See Note	* See Note	* See Note	* See Note		
19 Institutional Funds	82,235	126,500	126,500	126,500	126,500	0.0%	11.4%
20 Subtotal State/Inst. Support	889,576	958,380	971,175	943,536	933,320	-1.1%	1.2%
21 Total Non-Program Revenue	1,728,031	1,858,467	1,767,732	1,727,113	1,788,320	3.5%	0.9%
<b>22 Subtotal Operating Revenue:</b>	<b>2,277,973</b>	<b>2,419,844</b>	<b>2,325,476</b>	<b>2,288,612</b>	<b>2,310,000</b>	<b>0.9%</b>	<b>0.3%</b>
<b>23 Non-Cash Revenue</b>							
24 Third Party Support	25,000	29,400	29,500	36,989	40,000	8.1%	12.5%
25 Indirect Institutional Support	121,784	151,604	162,004	184,703	162,500	-12.0%	7.5%
26 Non-Cash Revenue							
27 Non-Resident Tuition Waivers	542,868	688,692	979,004	1,001,002	1,077,900	7.7%	18.7%
28 Subtotal Non-Cash Revenue	689,652	869,696	1,170,508	1,222,694	1,280,400	4.7%	16.7%
<b>29 Total Revenue:</b>	<b>2,967,625</b>	<b>3,289,540</b>	<b>3,495,984</b>	<b>3,511,306</b>	<b>3,590,400</b>	<b>2.3%</b>	<b>4.9%</b>
30 <i>* Institutional gender equity for FY2007 thru FY2010 is reflected in line 27 Non-Resident Tuition Waivers as a result of the increased Athletic Fee Waivers approved by Board action on August 10, 2006</i>							
<b>31 Expenditures:</b>							
<b>32 Operating Expenditures:</b>							
33 Athletics Student Aid	361,116	406,892	450,610	455,825	403,500	-11.5%	2.8%
34 Guarantees	35,546	18,131	31,247	56,567	44,500	-21.3%	5.8%
35 Coaching Salary/Benefits	415,198	461,205	470,251	495,978	510,168	2.9%	5.3%
36 Admin Staff Salary/Benefits	287,002	275,516	257,402	212,584	200,102	-5.9%	-8.6%
37 Severence Payments							
38 Recruiting	17,763	38,229	25,905	33,810	20,900	-38.2%	4.1%
39 Team Travel	190,198	251,739	231,311	232,572	252,000	8.4%	7.3%
40 Equipment, Uniforms and Supplies	140,751	159,211	133,200	139,711	121,600	-13.0%	-3.6%
41 Game Expenses	79,653	72,188	75,964	83,699	72,850	-13.0%	-2.2%
42 Fund Raising, Marketing, Promotion					1,450		
43 Direct Facilities/Maint/Rentals					1,750		
44 Debt Service on Facilities							
45 Spirit Groups							
46 Medical Expenses & Insurance	27,068	20,000	20,000	16,800	17,000	1.2%	-11.0%
47 Memberships & Dues							
48 NCAA/Bowls/World Series	531,856	605,644	497,730	495,660	525,000	5.9%	-0.3%
49 Other Operating Expenses	103,281	105,450	102,401	94,268	134,180	42.3%	6.8%
50 Subtotal Operating Expenditures	2,189,432	2,414,205	2,296,021	2,317,474	2,305,000	-0.5%	1.3%
<b>51 Non-Cash Expenditures</b>							
52 3rd Party Coaches Compensation							
53 3rd Party Admin Staff Compensation							
54 Indirect Facilities & Admin Support	121,784	151,604	162,004	184,703	162,500	-12.0%	7.5%
55 Non-Cash Expense	25,000	29,400	29,500	36,989	40,000	8.1%	12.5%
56 Non-Resident Tuition Waivers	542,868	688,692	979,004	1,001,002	1,077,900	7.7%	18.7%
57 Subtotal Non-Cash Expenditures	689,652	869,696	1,170,508	1,222,694	1,280,400	4.7%	16.7%
<b>58 Total Expenditures:</b>	<b>2,879,084</b>	<b>3,283,901</b>	<b>3,466,529</b>	<b>3,540,168</b>	<b>3,585,400</b>	<b>1.3%</b>	<b>5.6%</b>
59							
<b>60 Net Income/(deficit)</b>	<b>88,541</b>	<b>5,639</b>	<b>29,455</b>	<b>(28,862)</b>	<b>5,000</b>	<b>-117.3%</b>	<b>-51.3%</b>
61							
<b>62 Ending Fund Balance 6/30</b>	<b>108,536</b>	<b>114,175</b>	<b>143,630</b>	<b>114,768</b>	<b>119,768</b>	<b>4.4%</b>	<b>2.5%</b>
63							
<b>64 Sport Camps &amp; Clinics</b>							
65 Camp Revenue	65,841	69,609	83,582	55,901	85,000	52.1%	6.6%
66 Coach Compensation from Camp	12,750	19,500	17,450	18,675	25,000	33.9%	18.3%
67 Camp Expenditures	43,557	39,814	45,027	33,252	40,000	20.3%	-2.1%
68 Total Expenses	56,307	59,314	62,477	51,927	65,000	25.2%	3.7%
69 Net Income from Camps	9,534	10,295	21,105	3,974	20,000	403.3%	20.3%

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenues and Expenditures  
Lewis-Clark State College**

<b>Revenue by Program:</b>		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1	<b>General Revenue:</b>							
2	Student Fees	292,765	294,890	292,440	319,920	330,000	3.2%	3.0%
3	Contributions	180,711	138,686	181,674	79,845	220,000	175.5%	5.0%
4	State Support	807,341	831,880	844,675	817,036	806,820	-1.3%	0.0%
5	Institutional Gender Equity	* See Note	* See Note	* See Note	* See Note	* See Note		
6	Institutional Support	82,235	126,500	126,500	126,500	126,500	0.0%	11.4%
7	NCAA/Conference /World Series	545,690	605,197	504,117	463,657	525,000	13.2%	-1.0%
8	TV/Radio/Internet	5,500	6,300	5,900	8,800	5,000	-43.2%	-2.4%
9	Concessions/program/etc.							
10	Advertising/sponsorship/Royalty							
11	Endowments							
12	Special Events							
13	Other							
14	Total General Revenue	1,914,242	2,003,453	1,955,306	1,815,758	2,013,320	10.9%	1.3%
15	<b>Revenue By Sport:</b>							
16	<b>Men's Programs:</b>							
17	Football							
18	Ticket Sales							
19	Game Guarantees							
20	Other (Tourn/Bowl/Conf)							
21	Basketball	38,388	30,261	29,394	60,508	40,000	-33.9%	1.0%
22	Ticket Sales	7,027	8,989	7,555	8,181	7,700	-5.9%	2.3%
23	Game Guarantees							
24	Other (Tourn/Bowl/Conf)							
25	Track & Field/Cross Country	17,358	17,333	18,729	28,118	16,000	-43.1%	-2.0%
26	Tennis	11,738	17,180	24,183	28,315	9,000	-68.2%	-6.4%
27	Baseball	15,969	20,430	17,169	18,594	17,500	-5.9%	2.3%
28	Ticket Sales	65,018	76,494	51,037	69,558	67,000	-3.7%	0.8%
29	Contributions (Fundraising)							
30	Wrestling							
31	Golf	24,284	15,018	16,038	12,594	10,000	-20.6%	-19.9%
32	Volleyball							
33	Total Men's Sport Revenue	179,782	185,705	164,105	225,868	167,200	-26.0%	-1.8%
34	<b>Women's Programs</b>							
35	Volleyball	26,870	39,033	40,769	35,556	40,180	13.0%	10.6%
36	Ticket Sales	1,916	2,451	2,060	2,231	2,100	-5.9%	2.3%
37	Game Guarantees							
38	Other (Tourn/Bowl/Conf)							
39	Basketball	81,369	87,947	57,416	77,301	32,000	-58.6%	-20.8%
40	Ticket Sales	7,027	8,989	7,555	8,181	7,700	-5.9%	2.3%
41	Game Guarantees							
42	Other (Tourn/Bowl/Conf)							
43	Track & Field/Cross Country	29,582	42,004	47,284	58,318	28,500	-51.1%	-0.9%
44	Tennis	14,394	26,330	35,264	37,473	9,000	-76.0%	-11.1%
45	Gymnastics							
46	Golf	22,791	23,932	15,717	27,926	10,000	-64.2%	-18.6%
47	Soccer							
48	Softball							
49	Skiing							
50	Swimming							
51	Total Women's Sport Rev	183,949	230,686	206,065	246,986	129,480	-47.6%	-8.4%
52	<b>Total Revenue</b>	2,277,973	2,419,844	2,325,476	2,288,612	2,310,000	0.9%	0.3%



**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenues and Expenditures  
Lewis-Clark State College**

<u>Expenditures by Admin/Sport</u>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>53 Administrative and General</b>							
54 Athletic Director Office	402,784	395,358	350,040	318,686	330,000	3.6%	-4.9%
55 Fund Raising Office	5,217	2,114	6,381	595		-100.0%	-100.0%
56 Academic Support							
57 Media Relations							
58 Marketing and Promotions							
59 Ticket Office							
60 Athletic Training Room	47,879	53,614	52,083	46,440	47,500	2.3%	-0.2%
61 Memberships and Dues							
62 Facilities Mtn & Debt Service							
63 Capital Improvements							
64 NCAA/Special Event/Bowls							
65 Other Miscellaneous/World Series	531,856	605,644	497,730	495,660	525,000	5.9%	-0.3%
<b>66 Total Admin &amp; General</b>	<b>987,736</b>	<b>1,056,730</b>	<b>906,234</b>	<b>861,381</b>	<b>902,500</b>	<b>4.8%</b>	<b>-2.2%</b>
67							
<b>68 Men's Programs:</b>							
69 Football							
70 Basketball	208,343	198,221	213,147	227,163	221,000	-2.7%	1.5%
71 Track & Field/Cross Country	45,835	56,957	45,480	59,148	47,500	-19.7%	0.9%
72 Tennis	31,756	22,094	32,749	40,353	41,400	2.6%	6.9%
73 Baseball	379,920	442,355	441,992	459,335	445,100	-3.1%	4.0%
74 Wrestling							
75 Golf	40,895	48,426	47,926	47,042	43,800	-6.9%	1.7%
76 Volleyball							
77 Rodeo							
<b>78 Total Men's Programs</b>	<b>706,749</b>	<b>768,053</b>	<b>781,294</b>	<b>833,041</b>	<b>798,800</b>	<b>-4.1%</b>	<b>3.1%</b>
79							
<b>80 Women's Programs</b>							
81 Volleyball	158,753	186,354	199,757	209,998	201,000	-4.3%	6.1%
82 Basketball	212,007	249,124	229,567	234,090	216,000	-7.7%	0.5%
83 Track & Field/Cross Country	45,066	69,331	82,642	92,151	84,400	-8.4%	17.0%
84 Tennis	29,351	30,958	38,828	49,462	43,100	-12.9%	10.1%
85 Gymnastics							
86 Golf	49,770	53,655	57,699	37,351	59,200	58.5%	4.4%
87 Soccer							
88 Softball							
89 Skiing							
90 Swimming							
<b>91 Total Women's Programs</b>	<b>494,947</b>	<b>589,422</b>	<b>608,493</b>	<b>623,052</b>	<b>603,700</b>	<b>-3.1%</b>	<b>5.1%</b>
92							
<b>93 Total Expenditures</b>	<b>2,189,432</b>	<b>2,414,205</b>	<b>2,296,021</b>	<b>2,317,474</b>	<b>2,305,000</b>	<b>-0.5%</b>	<b>1.3%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenues and Expenditures  
Lewis-Clark State College**

<b>Participants by Sport</b>	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>94 Men's Programs:</b>							
95 Football							
96 Basketball	12	10	13	10	13	30.0%	2.0%
97 Track & Field/Cross Country	6	16	17	18	15	-16.7%	25.7%
98 Tennis	9	8	13	15	13	-13.3%	9.6%
99 Baseball	44	37	42	37	42	13.5%	-1.2%
100 Wrestling							
101 Golf	5	8	8	7	10	42.9%	18.9%
102 Volleyball							
103 Rodeo							
104 Total Male Participation	76	79	93	87	93	6.9%	5.2%
<b>105 Women's Programs</b>							
106 Volleyball	12	13	17	16	21	31.3%	15.0%
107 Basketball	11	11	11	11	12	9.1%	2.2%
108 Track & Field/Cross Country	9	15	23	23	18	-21.7%	18.9%
109 Tennis	11	9	13	14	16	14.3%	9.8%
110 Gymnastics							
111 Golf	10	9	10	10	8	-20.0%	-5.4%
112 Soccer							
113 Softball							
114 Skiing							
115 Swimming							
116 Rodeo							
117 Total Female Participation	53	57	74	74	75	1.4%	9.1%
<b>118 Total Participants</b>	<b>129</b>	<b>136</b>	<b>167</b>	<b>161</b>	<b>168</b>	<b>4.3%</b>	<b>6.8%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenues and Expenditures  
Lewis-Clark State College**

	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
<b>Full Ride Scholarships (Hdct)</b>							
<b>119 Men's Programs:</b>							
120 Football	LCSC does not provide full-ride scholarships						
121 Basketball	LCSC does not provide full-ride scholarships						
122 Track & Field/Cross Country	LCSC does not provide full-ride scholarships						
123 Tennis	LCSC does not provide full-ride scholarships						
124 Baseball	LCSC does not provide full-ride scholarships						
125 Wrestling	LCSC does not provide full-ride scholarships						
126 Golf	LCSC does not provide full-ride scholarships						
127 Volleyball	LCSC does not provide full-ride scholarships						
128 Subtotal	0.0	0.0	0.0	0.0	0.0		
<b>129 Women's Programs</b>							
130 Volleyball	LCSC does not provide full-ride scholarships						
131 Basketball	LCSC does not provide full-ride scholarships						
132 Track & Field/Cross Country	LCSC does not provide full-ride scholarships						
133 Tennis	LCSC does not provide full-ride scholarships						
134 Gymnastics	LCSC does not provide full-ride scholarships						
135 Golf	LCSC does not provide full-ride scholarships						
136 Soccer	LCSC does not provide full-ride scholarships						
137 Skiing	LCSC does not provide full-ride scholarships						
138 Softball	LCSC does not provide full-ride scholarships						
139 Swimming	LCSC does not provide full-ride scholarships						
140 Subtotal	0.0	0.0	0.0	0.0	0.0		
<b>141 Total Scholarships</b>	0.0	0.0	0.0	0.0	0.0		
<b>142 Partial Scholarships by Sport (FTE)</b>							
<b>143 Men's Programs:</b>							
144 Football							
145 Basketball	6.64	6.39	7.98	5.64	6.43	14.0%	-0.8%
146 Track & Field/Cross Country	1.07	4.87	2.84	2.74	2.71	-1.1%	26.2%
147 Tennis	2.19	1.98	2.22	1.87	2.52	34.8%	3.6%
148 Baseball	11.31	11.54	10.95	9.83	10.70	8.9%	-1.4%
149 Wrestling							
150 Golf	1.57	2.53	1.69	1.55	1.78	14.8%	3.2%
151 Volleyball							
152 Rodeo							
153 Subtotal	22.78	27.31	25.68	21.63	24.14	11.6%	1.5%
<b>154 Women's Programs</b>							
155 Volleyball	4.45	6.06	5.43	2.96	4.63	56.4%	1.0%
156 Basketball	6.99	6.70	4.41	4.77	5.51	15.5%	-5.8%
157 Track & Field/Cross Country	2.52	3.12	2.64	2.98	2.72	-8.7%	1.9%
158 Tennis	2.19	1.67	2.18	1.36	2.12	55.9%	-0.8%
159 Gymnastics							
160 Golf	1.49	1.43	1.84	1.00	1.70	70.0%	3.4%
161 Soccer							
162 Softball							
163 Skiing							
164 Swimming							
165 Rodeo							
166 Subtotal	17.64	18.98	16.50	13.07	16.68	27.6%	-1.4%
<b>167 Total Scholarships</b>	40.42	46.29	42.18	34.70	40.82	17.6%	0.2%

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Intercollegiate Athletics Department, Employee Compensation Report

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections II.H. and III.T.4.

**BACKGROUND/ DISCUSSION**

In FY 1997, the Board adopted a form to report on the compensation of the employees of the Intercollegiate Athletic Departments and required the institutions to submit the report to the Board annually. The report details the contracted salary received by administrators and coaches, bonuses, additional compensation, and perquisites, if applicable. The reports, by institution, include FY 2010 actual compensation and FY 2011 estimated compensation.

**IMPACT**

Reports athletic employee compensation for FY10 (actual) and FY11 (estimated).

**ATTACHMENTS**

Attachment 1 - Boise State University	FY10 Actual	Pages 3-5
	FY11 Estimate	Pages 7-9
Attachment 2 - Idaho State University	FY10 Actual	Pages 11-12
	FY11 Estimate	Pages 13-14
Attachment 3 - University of Idaho	FY10 Actual	Pages 15-16
	FY11 Estimate	Pages 17-18
Attachment 4 - Lewis-Clark State College	FY10 Actual	Pages 19-20
	FY11 Estimate	Pages 21-22

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board has delegated to the Chief Executive Officer of each institution the appointing authority for all athletic department positions, except multi-year contracts for head coaches and athletic directors.

**BOARD ACTION**

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

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Intercollegiate Athletics Compensation Report  
Boise State University  
FY2010 Actual Compensation

Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus				Perks			All Compensation			
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform	Winning Perform	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
Athletic Administration																
Alison Bender		Director, Promotions	1.000	35,548	0	0	0	0	0	No	No	No	No	35,548	-	
Andy Atkinson		Systems Administrator	1.000	59,530	0	0	0	0	0	No	No	No	No	59,530	-	
* Anita Guerricabeitia		Asst AD - Tkt Operations	0.835	55,161	0	0	0	0	7,000	No	No	No	No	62,161	-	
AnnMarie Johnson		Asst to AD, Special Events/Pr	1.000	45,012	0	0	0	0	0	No	No	No	No	45,012	-	
Becca Faulds		Sports Information Director	1.000	38,002	0	0	0	0	0	No	No	No	No	38,002	-	
Bob Carney		Dir, Operations Press Box/Sky	1.000	40,020	0	0	0	0	0	No	No	No	No	40,020	-	
Bob Madden		Assoc AD, Development	1.000	104,500	0	0	1,200	0	0	Yes	Yes	No	No	104,500	1,200	
Brad Larrondo		Sr Asst AD - Mktng & Prom	1.000	58,490	0	0	0	0	0	Yes	No	No	No	58,490	-	
Brandon Voigt		Asst Athletic Trainer	1.000	37,544	0	0	0	0	0	No	No	No	No	37,544	-	
Brandon Zimmerman		Accountant	1.000	36,005	0	0	0	0	0	No	No	No	No	36,005	-	
Brent Moore		Coord, Corp Services	1.000	36,962	0	0	0	0	0	No	No	No	No	36,962	-	
Chelsie Herman		Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	
Christina Van Tol		Sr. Assoc AD - SWA	1.000	85,010	0	0	1,200	0	0	Yes	Yes	No	No	-	85,010	
Cindy Rice		Senior Accountant	1.000	46,072	0	0	0	0	0	No	No	No	No	46,072	-	
Curt Apsey		Sr. Assoc AD - Advancement	1.000	137,509	0	0	1,200	0	0	Yes	Yes	No	No	137,509	1,200	
Doug Link		Asst Sports Info Director	1.000	41,143	0	0	0	0	0	No	No	No	No	41,143	-	
Eric Kile		Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	
Eric Thorpe		Dir, Game Operations/Events	0.750	25,881	500	0	0	0	0	No	No	No	No	25,881	500	
Gabe Rosenvall		Asst AD - Student Services	1.000	50,503	0	0	0	0	0	No	No	No	No	50,503	-	
Gene Bleymaier		Executive Director, Athletics	1.000	266,116	0	0	2,500	15,000	56,446	Yes	Yes	No	Yes	337,562	2,500	
Heather Little		Student Ins/HR Coord, Athleti	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	
Jeff Jones		Asst Coach, Strength	1.000	33,301	700	0	0	0	0	No	No	No	No	33,301	700	
Josh Dreher		Asst Athletic Trainer	1.000	34,508	200	0	0	0	0	No	No	No	No	34,508	200	
Karen Vickery		Academic Advisor	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	
Kathy Harris		Auction Coordinator	1.000	34,807	0	0	0	0	0	No	No	No	No	34,807	-	
Katy Ham		Asst Athletic Trainer	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	
* Kris Kamann		Assoc Director, BAA	0.436	23,164	0	0	0	0	0	No	No	No	No	23,164	-	
Lori Hays		Asst AD/Oper & Event Mgt	1.000	51,272	0	0	0	0	1,500	No	No	No	No	52,772	-	
Marc Paul		Asst AD/Athletic Trainer	1.000	72,010	0	0	0	0	0	No	No	No	No	72,010	-	
Matt Dimmitt		Coordinator, Video Services	1.000	34,861	0	0	0	0	0	No	No	No	No	34,861	-	
Max Corbet		Asst AD, Media Relations	1.000	55,661	0	0	0	0	0	No	No	No	No	55,661	-	
Michele Smith		Asst Sports Info Director	1.000	35,548	0	0	0	0	0	No	No	No	No	35,548	-	
Mike Sumpter		Assoc AD/Operations	1.000	81,661	0	0	1,200	0	7,500	Yes	Yes	No	No	89,161	1,200	
Mike Waller		Assoc AD/CFO	1.000	93,351	0	0	1,200	0	0	No	Yes	No	No	93,351	1,200	
Nicole Gamez		Asst AD/Business Mgr	1.000	60,404	0	0	0	0	0	No	No	No	No	60,404	-	
* Rachel Bickerton		Dir, Trademark Lic/Enforceme	0.500	35,007	0	0	0	0	0	No	No	No	No	35,007	-	
Ron Dibelius		Asst to the AD, Major Gifts	1.000	56,660	0	0	0	0	0	Yes	Yes	No	No	56,660	-	
Ryan Becker		Marketing/Promotions Coor	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	
Ryan Russell/Steve Schulz		Assoc Coach, Strength & Cor	1.000	43,618	2,152	0	0	0	0	No	No	No	No	43,618	2,152	
Scott Hobbs		Asst AD, Compliance	1.000	55,016	0	0	0	0	0	No	No	No	No	55,016	-	
Shaela Priaulx		Asst Ticket Manager	1.000	40,269	0	0	0	0	0	No	No	No	No	40,269	-	
Tim Socha		Head Coach, Strength	1.000	86,154	8,900	0	1,500	0	13,734	No	Yes	No	No	99,888	10,400	
Tyler Smith		Assoc Athletic Trainer	1.000	41,829	0	0	0	0	0	No	No	No	No	41,829	-	
Valerie Cleary		Dir, Student-Ath Enhancemen	1.000	46,384	0	0	0	0	0	No	No	No	No	43,601	2,783	
Valerie Tichenor		Exec Dir, Press Box/Sky Suite	1.000	62,005	0	0	0	0	0	No	No	No	No	62,005	-	

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Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			All Compensation			
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Men's Sports															
Football															
Chris Petersen	Head Coach	1.000	919,159	0	124,900	3,500	20,000	159,354	495,000	No	Yes	No	Yes	1,718,413	3,500
Chris Strausser	Assistant Coach	1.000	171,392	8,900	25,000	1,500	3,000	26,184	0	No	Yes	No	No	225,576	10,400
Bryan Harsin	Assistant Coach	1.000	190,133	8,900	25,000	1,500	3,000	28,683	0	No	Yes	No	No	246,816	10,400
Justin Wilcox/Pete Kwiatkowski	Assistant Coach	1.000	193,087	8,900	25,000	1,500	3,000	28,683	0	No	Yes	No	No	249,770	10,400
Keith Bhonapha	Assistant Coach	1.000	95,160	8,900	6,000	1,500	3,000	13,486	0	No	Yes	No	No	117,646	10,400
Marcel Yates	Assistant Coach	1.000	136,823	8,900	9,000	1,500	3,000	19,440	0	No	Yes	No	No	168,263	10,400
Jeff Choate	Assistant Coach	1.000	142,355	8,900	25,000	1,500	3,000	22,313	0	No	Yes	No	No	192,668	10,400
Pete Kwiatkowski/Bob Gregory	Assistant Coach	1.000	195,000	8,900	25,000	1,500	3,000	20,737	0	No	Yes	No	No	243,737	10,400
Scott Huff	Assistant Coach	1.000	127,754	8,900	5,000	1,500	3,000	17,668	0	No	Yes	No	No	153,422	10,400
Brent Pease	Assistant Coach	1.000	151,757	8,900	25,000	1,500	3,000	23,567	0	No	Yes	No	No	203,324	10,400
Viliani Tuivai	Director of FB Operations	1.000	68,869	8,900	0	750	3,000	9,181	0	No	Yes	No	No	81,050	9,650
Julius Brown	Director of FB Player Personr	1.000	50,004	8,900	0	750	0	6,667	0	No	No	No	No	56,671	9,650
Basketball															
Leon Rice	Head Coach	1.000	400,020	6,000	0	7,500	0	0	0	Yes	Yes	No	Yes	400,020	13,500
Greg Graham			362,268	0	0	0	0	0	0	No	No	No	Yes	362,268	-
Andy McClouskey/David Wojcik	Assistant Coach	1.000	120,019	5,350	0	1,250	900	0	0	No	Yes	No	No	120,919	6,600
Tim Cleary/Jeff Linder	Assistant Coach	1.000	74,500	5,350	0	1,500	900	0	0	No	Yes	No	No	75,400	6,850
James Bailey/Shawn Vandiver	Assistant Coach	1.000	60,511	5,350	0	1,250	900	0	0	No	No	No	No	61,411	6,600
Ryan Hellenthal/TBD	Director of BB Operations	1.000	34,515	6,000	0	0	0	0	0	No	No	No	No	34,515	6,000
Wrestling															
Greg Randall	Head Coach	1.000	63,253	1,200	0	416	0	12,000	0	Yes	Yes	No	No	53,269	21,984
Chris Owens	Assistant Coach	1.000	38,626	3,600	0	0	0	1,000	0	No	No	No	No	38,626	1,000
Kirk White	Assistant Coach	1.000	22,964	3,600	0	0	0	1,000	0	No	No	No	No	22,964	1,000
Golf															
Kevin Burton	Head Coach	1.000	40,893	0	0	416	0	0	0	Yes	Yes	No	No	40,893	416
Tennis															
Greg Patton	Head Coach	1.000	98,072	0	0	416	2,000	11,000	0	No	Yes	No	No	111,072	416
Ryan Roghaar	Assistant Coach	1.000	28,018	3,280	0	0	1,200	750	0	No	No	No	No	28,018	3,280
Men/Women's Track & Field															
JW Hardy	Head Coach	1.000	85,010	0	0	416	0	6,750	0	Yes	Yes	No	Yes	91,760	416
Jeff Petersmeyer	Assistant Coach	1.000	53,020	0	0	0	0	4,000	0	No	No	No	No	53,020	4,000
Brad Wick	Assistant Coach	1.000	28,018	0	0	0	0	2,500	0	No	No	No	No	28,018	2,500
Kelly Watson	Assistant Coach	1.000	32,012	0	0	0	0	2,500	0	No	No	No	No	32,012	2,500
Keith Vance	Assistant Coach	1.000	31,013	0	0	0	0	0	0	No	No	No	No	31,013	-



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Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			All Compensation			
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
<b>Women's Sports</b>															
<b>Basketball</b>															
Gordon Presnell	1.000	174,912	0	5,100	416		4,000	0	No	Yes	No	Yes		184,012	416
Calamity McEntire	1.000	55,019	0	0	0		0	0	No	Yes	No	No	55,019	-	-
Heather Sower	1.000	54,873	1,300	0	0		0	0	No	Yes	No	No	54,873	-	1,300
Anthony Turner	1.000	75,001	0	0	0		0	0	No	No	No	No	55,019	19,982	-
Kelley Berglund/Cariann Ramirez	1.000	34,515	2,800	0	0		0	0	No	No	No	No	34,515	-	2,800
<b>Soccer</b>															
Steve Lucas	1.000	49,925	0	0	416	0	0	0	No	Yes	No	No	49,925	-	416
Mark Hiemenz	1.000	35,121	0	0	0	0	0	0	No	No	No	No	35,121	-	-
<b>Volleyball</b>															
Shawn Garus	1.000	75,022	0	0	416	0	0	0	Yes	Yes	No	Yes		75,022	416
Chris Rushing	1.000	48,004	0	0	0	0	0	0	No	No	No	No	48,004	-	-
Candy Murphy	1.000	27,019	684	0	0	0	0	0	No	No	No	No	27,019	-	684
<b>Gymnastics</b>															
Neil Resnick	1.000	52,021	3,633	0	212	0	4,000	0	Yes	Yes	No	No	52,021	4,000	3,845
Tina Bird	1.000	52,021	3,633	0	212	0	4,000	0	Yes	Yes	No	No		56,021	3,845
Patti Murphy	1.000	26,021	3,633	0	0	0	1,000	0	No	No	No	No	26,021	1,000	3,633
<b>Tennis</b>															
Mark Tichenor	1.000	50,586	0	0	416	0	6,500	0	No	No	No	No	50,586	6,500	416
Tiffany Coll	1.000	26,000	0	0	0	0	0	0	No	No	No	No	26,000	-	-
<b>Golf</b>															
Nichole Harris	1.000	38,293	0	0	416	0	0	0	Yes	Yes	No	No	38,293	-	416
<b>Softball</b>															
Erin Thorpe	1.000	47,674	3,700	0	416	0	0	0	Yes	Yes	No	No	47,674	-	4,116
Justin Kloczko	1.000	32,012	3,715	0	0	0	0	0	No	No	No	No	32,012	-	3,715
<b>Swimming</b>															
Kristin Hill	1.000	45,012	1,247	0	416	0	1,000	0	Yes	Yes	Yes	No	45,012	1,000	1,663
Justin Brosseau	1.000	30,015	831	0	0	0	0	0	No	No	No	No	30,015	-	831

Notes:

BSU considers coaches 'total salary' equal to the base salary plus the media salary. Annualized change percentage on this spreadsheet reflects the change in 'total salary'.

\* Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.

\*\* Other compensation for Chris Petersen includes \$250,000 for longevity & \$245,000 for deferred compensation.

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	Athletic FTE	Base Salary	Camps/ Clinics	**** Media	Equip Co & Other	Academic Perform	Winning Perform	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue		All Other
<b>Athletic Administration</b>																
Alison Bender	Director, Promotions	1.000	35,548	0	0	0	0	0	No	No	No	No		35,548	-	0%
Andy Atkinson	Systems Administrator	1.000	59,530	0	0	0	0	0	No	No	No	No		59,530	-	0%
* Anita Guerricabeitia	Asst AD - Tkt Operations	0.835	55,161	0	0	0	0	7,000	No	No	No	No		62,161	-	0%
AnnMarie Johnson	Asst to AD, Special Events/Proj	1.000	45,012	0	0	0	0	0	No	No	No	No		45,012	-	0%
Ashlee Anderson-Ching	Dir, Student-Ath Enhancement Prog	1.000	46,384	0	0	0	0	0	No	No	No	No	43,601	2,783	-	New
Bob Carney	Dir, Operations Press Box/SkySuite	1.000	40,020	0	0	0	0	0	No	No	No	No		40,020	-	0%
Bob Madden	Assoc AD, Development	1.000	104,500	0	0	1,200	0	0	Yes	Yes	No	No		104,500	1,200	0%
Brad Larrondo	Sr Asst AD - Mktng & Prom	1.000	58,490	0	0	0	0	0	Yes	No	No	No		58,490	-	0%
Brandon Voigt	Asst Athletic Trainer	1.000	37,544	0	0	0	0	0	No	No	No	No	37,544	-	-	0%
Brandon Zimmerman	Accountant	1.000	36,005	0	0	0	0	0	No	No	No	No	36,005	-	-	0%
Brent Moore	Coord, Corp Services	1.000	36,962	0	0	0	0	0	No	No	No	No	36,962	-	-	0%
Chelsie Herman	Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	-	0%
Christina Van Tol	Sr. Assoc AD - SWA	1.000	95,012	0	0	1,200	0	0	Yes	Yes	No	No	-	95,012	1,200	12% Market
Cindy Rice	Senior Accountant	1.000	46,072	0	0	0	0	0	No	No	No	No	46,072	-	-	0%
Curt Apsey	Sr. Assoc AD - Advancement	1.000	150,010	0	0	1,200	0	0	Yes	Yes	No	No		150,010	1,200	9% Progression salary agreement
Dale Holste	Dir of Athletic Equipment Operations	1.000	57,013	5,000	0	1,500	0	0	No	No	No	No		57,013	6,500	Position changed from
Doug Link	Asst Sports Info Director	1.000	41,143	0	0	0	0	0	No	No	No	No		41,143	-	0%
Eric Kile	Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	-	0%
Eric Thorpe	Dir, Game Operations/Events	0.750	25,881	500	0	0	0	0	No	No	No	No	25,881	500	-	0%
Gabe Rosenvall	Asst AD - Student Services	1.000	55,516	0	0	0	4,000	0	No	No	No	No	55,516	4,000	-	10% Program success and market
Gene Bleymaier	Executive Director, Athletics	1.000	266,116	0	0	2,500	42,500	104,352	0	Yes	Yes	No	Yes	412,968	2,500	0%
Heather Little	Student Ins/HR Coord, Athletics	1.000	34,508	0	0	0	0	0	No	No	No	No		34,508	-	0%
Jeff Jones	Asst Coach, Strength	1.000	33,301	700	0	0	0	0	No	No	No	No	33,301	-	700	0%
Joe Nickell	Sports Information Director	1.000	42,120	0	0	0	0	0	No	No	No	No		42,120	-	New
Jolenne Dimeo	Facility Operations Supervisor	1.000	42,245	0	0	0	0	0	No	No	No	No		42,245	-	Position changed from
Josh Dreher	Asst Athletic Trainer	1.000	34,508	200	0	0	0	0	No	No	No	No	34,508	-	200	0%
* Julie Stevens	Head Cheer and Maneline Dancer Coach	0.384	15,351	0	0	0	0	0	No	No	No	No		15,351	-	New
Karen Vickery	Academic Advisor	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	-	0%
Kathy Harris	Auction Coordinator	1.000	34,807	0	0	0	0	0	No	No	No	No		34,807	-	0%
Katy Ham	Asst Athletic Trainer	1.000	34,508	0	0	0	0	0	No	No	No	No	-	34,508	-	0%
Keita Shimada	Asst Athletic Trainer	1.000	34,820	0	0	0	0	0	No	No	No	No		34,820	-	New
* Kris Kamann	Assoc Director, BAA	0.436	23,164	0	0	0	0	0	No	No	No	No		23,164	-	0%
Lori Hays	Asst AD/Oper & Event Mgt	1.000	51,272	0	0	0	0	0	No	No	No	No		52,772	-	0%
Marc Paul	Asst AD/Athletic Trainer	1.000	72,010	0	0	0	0	0	No	No	No	No		72,010	-	0%
Matt Dimmitt	Coordinator, Video Services	1.000	34,861	0	0	0	0	0	No	No	No	No		34,861	-	0%
Max Corbet	Asst AD, Media Relations	1.000	55,661	0	0	0	0	0	No	No	No	No		55,661	-	0%
Michele Smith	Asst Sports Info Director	1.000	35,548	0	0	0	0	0	No	No	No	No	35,548	-	-	0%
Mike Sumpter	Assoc AD/Operations	1.000	81,661	0	0	1,200	0	7,500	Yes	Yes	No	No		89,161	1,200	0%
Mike Waller	Assoc AD/Administration	1.000	93,351	0	0	1,200	0	0	No	Yes	No	No		93,351	1,200	0%
Nicole Gamez	Assoc AD - Finance	1.000	85,010	0	0	0	0	0	No	No	No	No		85,010	-	41% Promotion
* Rachel Bickerton	Dir, Trademark Lic/Enforcement	0.500	35,007	0	0	0	0	0	No	No	No	No		35,007	-	0%
																Position changed from Classified to Professional level for FY11.
Raul Ibarra	Dir of Team Operations	1.000	41,205	0	0	0	0	0	No	No	No	No		41,205	-	
Ron Dibelius	Asst to the AD, Major Gifts	1.000	56,660	0	0	0	0	0	Yes	Yes	No	No		56,660	-	0%
Ryan Becker	Marketing/Promotions Coor	1.000	34,508	0	0	0	0	0	0	0	0	0		34,508	-	0%
																Position changed from Classified to Professional level for FY11.
Scott Duncan	Facility Maintenance Supervisor	1.000	39,416	0	0	0	0	0	0	0	0	0		39,416	-	
Shaela Prialux/TBD	Asst Ticket Manager	1.000	40,269	0	0	0	0	0	No	No	No	No		40,269	-	0%
Steve Schulz	Assoc Coach, Strength & Cond	1.000	43,618	2,152	0	0	0	0	No	No	No	No		43,618	2,152	0%
TBD	Asst AD, Compliance	1.000	55,016	0	0	0	0	0	No	No	No	No	55,016	-	-	0%
Tim Socha	Head Coach, Strength	1.000	94,328	8,900	0	1,500	0	10,180	0	No	Yes	No	No	104,508	10,400	9% Increase per contract
Tyler Smith	Assoc Athletic Trainer	1.000	41,829	0	0	0	0	0	No	No	No	No	41,829	-	-	0%
Valerie Tichenor	Exec Dir, Press Box/Sky Suite	1.000	62,005	0	0	0	0	0	No	No	No	No		62,005	-	0%

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Depart/Name/Title	Compensation				Contract Bonus			Perks			All Compensation				Base Salary Annualized Change ++		
	FTE	Base Salary	Camps/ Clinics	**** Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue		All Other	
<b>Men's Sports</b>																	
<b>Football</b>																	
*** Chris Petersen	Head Coach	1.000	1,044,059	0	0	3,500	20,000		445,000	No	Yes	No	Yes	1,509,059	3,500	0%	
Bryan Harsin	Assistant Coach	1.000	259,520	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	265,520	10,400	21% Increase per contract.	
Pete Kwiatkowski	Assistant Coach	1.000	259,520	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	265,520	10,400	19% Increase per contract.	
Chris Strausser	Assistant Coach	1.000	233,666	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	239,666	10,400	19% Increase per contract.	
Bob Gregory	Assistant Coach	1.000	220,000	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	226,000	10,400	New Hired spring of 2010	
Brent Pease	Assistant Coach	1.000	210,308	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	216,308	10,400	19% Increase per contract.	
Jeff Choate	Assistant Coach	1.000	199,117	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	205,117	10,400	19% Increase per contract.	
Scott Huff	Assistant Coach	1.000	158,525	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	164,525	10,400	19% Increase per contract.	
Marcel Yates	Assistant Coach	1.000	174,631	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	180,631	10,400	20% Increase per contract.	
Keith Bhonapha	Assistant Coach	1.000	121,191	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No	127,191	10,400	20% Increase per contract.	
Viliami Tuivai/TBD	Director of FB Operations	1.000	68,869	8,900	0	750	1,500	3,000	0	No	Yes	No	No	73,369	9,650	0%	
Julius Brown	Director of FB Player Personnel	1.000	50,004	8,900	0	750	1,500	3,000	0	No	No	No	No	54,504	9,650	0%	
Lou Major	Asst Dir of FB Operations	1.000	40,020	8,900	0	0	0	0	0	No	No	No	No	40,020	8,900	New New position - started FY11	
<b>Basketball</b>																	
Leon Rice	Head Coach	1.000	400,020	6,000	0	7,500	0	0	0	Yes	Yes	No	Yes	400,020	13,500	0%	
Greg Graham			271,701	0	0	0	12,500	0	0	No	No	No	Yes	284,201	-	contract ends 3.31.2011	
David Wojcik	Associate Head Coach	1.000	120,019	5,350	0	1,250	0	0	0	No	Yes	No	No	120,019	6,600	0%	
Jeff Linder	Assistant Coach	1.000	74,500	5,350	0	1,500	0	0	0	No	Yes	No	No	74,500	6,850	0%	
Shaun Vandiver	Assistant Coach	1.000	60,511	5,350	0	1,250	0	0	0	No	No	No	No	60,511	6,600	0%	
John Rillie	Director of BB Operations	1.000	34,515	6,000	0	0	0	0	0	No	No	No	No	34,515	-	6,000	New
<b>Wrestling</b>																	
Greg Randall	Head Coach	1.000	69,576	1,200	0	416	0	7,000	0	Yes	Yes	No	No	53,269	23,307	1,616	10% Program success and market
Chris Owens	Assistant Coach	1.000	42,495	3,600	0	0	0	750	0	No	No	No	No	38,626	4,619	3,600	10% Program success and market
Kirk White	Assistant Coach	1.000	30,888	3,600	0	0	0	750	0	No	No	No	No	22,964	8,674	3,600	35% Program success and market
<b>Golf</b>																	
Kevin Burton	Head Coach	1.000	40,893	0	0	416	0	0	0	Yes	Yes	No	No	40,893	-	416	0%
<b>Tennis</b>																	
Greg Patton	Head Coach	1.000	98,072	0	0	416	1,800	2,000	0	No	Yes	No	No	101,872	416	-	0%
Clancy Shields	Assistant Coach	1.000	26,624	3,280	0	0	750	0	0	No	No	No	No	26,624	750	3,280	New
<b>Men/Women's Track &amp; Field</b>																	
JW Hardy	Head Coach	1.000	85,010	0	0	416	9,800	0	0	Yes	Yes	No	Yes	94,810	416	-	0%
Jeff Petersmeyer	Assistant Coach	1.000	53,020	0	0	0	4,450	0	0	No	No	No	No	53,020	4,450	-	0%
Kelly Watson	Assistant Coach	1.000	32,012	0	0	0	3,700	0	0	No	No	No	No	32,012	3,700	-	0%
Keith Vance	Assistant Coach	1.000	31,013	0	0	0	4,450	0	0	No	No	No	No	35,463	-	-	0%
Brad Wick	Assistant Coach	1.000	28,018	0	0	0	6,100	0	0	No	No	No	No	28,018	6,100	-	0%

**Intercollegiate Athletics Compensation Report  
Boise State University  
FY2011 Estimated Compensation  
Page 3**

Depart/Name/Title	Compensation				Contract Bonus				Perks			All Compensation				Base Salary Annualized Change ++
	FTE	Base Salary	Camps/ Clinics	**** Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
<b>Women's Sports</b>																
<b>Basketball</b>																
Gordon Presnell	Head Coach	1.000	180,012	0	0	416	0	4,000	0	No	Yes	No	Yes	184,012	416	0%
Anthony Turner	Assistant Coach	1.000	75,001	0	0	0	0	0	0	No	No	No	No	55,019	19,982	-
Calamity McEntire	Assistant Coach	1.000	55,019	0	0	0	0	0	0	No	Yes	No	No	55,019	-	-
Heather Sower	Assistant Coach	1.000	54,873	1,300	0	0	0	0	0	No	Yes	No	No	54,873	-	1,300
Cariann Ramirez	Dir, Women's BB Operations	1.000	34,515	2,800	0	0	0	0	0	No	No	No	No	34,515	-	2,800
<b>Soccer</b>																
Steve Lucas	Head Coach	1.000	52,430	0	0	416	0	3,000	0	No	Yes	No	No	52,430	3,000	416
Mark Hiemenz	Assistant Coach	1.000	36,895	0	0	0	0	1,000	0	No	No	No	No	36,895	1,000	-
Stephanie Wieger	Assistant Coach	1.000	23,671	0	0	0	0	0	0	No	No	No	No	23,671	-	-
<b>Volleyball</b>																
Shawn Garus	Head Coach	1.000	75,022	0	0	416	0	1,500	0	Yes	Yes	No	Yes	76,522	416	0%
Chris Rushing	Assistant Coach	1.000	48,004	0	0	0	0	0	0	No	No	No	No	48,004	-	-
Candy Murphy	Assistant Coach	1.000	27,019	684	0	0	0	0	0	No	No	No	No	27,019	-	684
<b>Gymnastics</b>																
Neil Resnick	Co Head Coach	1.000	57,221	3,633	0	212	0	3,500	0	Yes	Yes	No	No	57,221	3,500	3,845
Tina Bird	Co Head Coach	1.000	57,221	3,633	0	212	0	3,500	0	Yes	Yes	No	No	60,721	3,845	3,845
Patti Murphy	Assistant Coach	1.000	28,621	3,633	0	0	0	750	0	No	No	No	No	28,621	750	3,633
<b>Tennis</b>																
Ryan Roghaar	Interim Head Coach	1.000	52,874	0	0	416	1,600	10,500	0	No	No	No	No	52,874	12,100	416
TBD	Assistant Coach	1.000	28,018	0	0	0	1,000	1,000	0	No	No	No	No	28,018	2,000	-
<b>Golf</b>																
Nichole Harris	Head Coach	1.000	38,293	0	0	416	0	0	0	Yes	Yes	No	No	38,293	-	416
<b>Softball</b>																
Erin Thorpe	Head Coach	1.000	52,458	3,700	0	416	0	0	0	Yes	Yes	No	No	47,674	4,784	4,116
Justin Kloczko	Assistant Coach	1.000	35,215	3,715	0	0	0	0	0	No	No	No	No	32,012	3,203	3,715
Shelly Prochaska	Assistant Coach	1.000	23,671	0	0	0	0	0	0	No	No	No	No	23,671	-	-
<b>Swimming</b>																
Kristin Hill	Head Coach	1.000	52,520	1,247	0	416	0	3,000	0	Yes	Yes	Yes	No	52,520	3,000	1,663
Justin Brosseau	Assistant Coach	1.000	35,028	831	0	0	0	1,000	0	No	No	No	No	35,028	1,000	831
David Legler	Assistant Coach	1.000	23,671	500	0	0	0	0	0	No	No	No	No	23,671	500	-

**Notes:**

- \* Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.
- \*\* Other compensation for Chris Petersen includes \$245,000 for longevity incentive compensation & \$250,000 for deferred compensation.
- \*\*\* Chris Petersen's salary will be revised in February 2011.
- \*\*\*\* Beginning in August FY'11, media is paid through the University and is included in the base salary column.
- ++ BSU considers coaches' total salary' equal to the base salary plus the media salary. Annualized change percentage on this spreadsheet reflects the change in 'total salary'.

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**Intercollegiate Athletics Compensation Report**  
**Idaho State University**  
**FY 2010 Actual Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding		
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other
<b>Athletic Administration:</b>															
Jeff Tingey		Athletic Director	1.00	94,622				2,500			Yes	No	94,622		2,500
Jim Kramer		Asst Athl Dir/ UBO	1.00	65,000								No	65,000		
Nancy Graziano		Assoc Athl Dir	1.00	66,206								No	66,206		
Matthew Steuart		Asst AD - Academics	1.00	37,666								No		37,666	
Joel Vickery		Compliance Dir	1.00	39,998								No	39,998		
Frank Mercogliano		Asst Athl Dir/Media Rel	1.00	47,902								No	47,902		
Katie Zigars		Asst Dir Media Rel	0.92	31,871								No	31,871		
Jodi Wotowey		Hd Athl Trainer	1.00	43,701								No	43,701		
Ryan Cromie		Assist Trainer	1.00	34,507								No	34,507		
Greg O Bray		Assist Trainer	1.00	34,507	240							No	34,507		240
Thomas Brock		Assist Trainer	1.00	34,507	750							No	34,507		750
Mark Campbell		Stngth Coach	1.00	41,413								No	41,413		
Kalee Kopp		Asst Dir Market/Prom	1.00	34,507								No		34,507	
Jay McMillin		Asst AD/Fund Raiser	1.00	43,264								No		43,264	
David Molitor		Asst Fund Raiser	0.04	4,318								No	4,318		
Cody Van Fleet		Dir of Basketball Ops	0.74	25,535	2,500							No		25,535	2,500
Quinton Freeman		Academic Advisor	0.15	5,242								No		5,242	
<b>Bengal Foundation</b>															
Donna Hayes		Exec Dir Bengal Foun	1.00	44,782								No		44,782	
<b>Men's Sports</b>															
<b>Football</b>															
John Zamberlin		Hd Coach	0.91	94,678	9,550	20,000					Yes	Yes	94,678	20,000	9,550
Joseph Cullen		Asst Coach	0.72	30,677	2,865							No	30,677		2,865
Josh Fetter		Asst Coach	0.28	11,082								No	11,082		
Brandon Valeria		Asst Coach	0.62	20,964	2,865							No	20,964		2,865
Junior Falevai		Asst Coach/Video Coor	1.00	34,640	2,865							No	34,640		2,865
Brian Jensen		Asst Coach	0.42	26,892	2,865							No	26,892		2,865
Phil Early		Asst Coach	0.43	26,542								No	26,542		
John Clark		Asst Coach	0.45	9,468								No	9,468		
Michael Havens		Asst Coach	0.55	11,571	2,865							No	11,571		2,865
Brian Strandley		Asst Coach	1.00	48,006	2,865						Yes	No	48,006		2,865
Drew Miller		Asst Coach	1.00	34,832	2,865							No	34,832		2,865
Steve Amrine		Asst Coach	1.00	35,443	2,865							No	35,443		2,865
Nick Whitworth		Asst Coach	1.00	34,836	2,865							No	34,836		2,865
<b>Basketball</b>															
Joe O'Brien		Hd Coach	0.96	98,128		22,500	2,500				Yes	Yes	98,128	22,500	2,500
Geoffrey Alexander		Asst Coach	1.00	52,641	1,500		500				Yes	No	52,641		2,000
Tim Walsh		Asst Coach	0.96	43,560	1,500		500					No	43,560		2,000
Michael Brown		Asst Coach	0.04	4,401								No	4,401		
<b>Tennis</b>															
Robert Goeltz		Hd Coach	0.43	19,023								No	19,023		
<b>Track &amp; Field</b>															
David Nielsen		Hd Coach	0.46	27,598								No	27,598		
Jackie Poulson		Asst Coach	0.50	13,239								No	13,239		
<b>Cross Country</b>															
Brian Janssen		Hd Coach	0.50	23,629	164							No	23,629		164

**Intercollegiate Athletics Compensation Report**  
**Idaho State University**  
**FY 2010 Actual Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding		
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other
<b>Women's Sports</b>															
<b>Basketball</b>															
Seton Sebolewski		Hd Coach	0.96	82,465		5,000	500				Yes	Yes	82,465	5,000	500
Angela Munger		Assoc Head Coach	1.00	41,184	750		350			Yes	No	No	41,184		1,100
Jordan Green		Asst Coach	1.00	28,080	325		350				No	No	28,080		675
Holly Robertson		Asst Coach	0.04	2,494							No	No	2,494		
<b>Volleyball</b>															
Chad Teichert		Hd Coach	0.91	50,065	3,000					Yes	Yes	Yes	50,065		3,000
David HYTE		Asst Coach	1.00	35,589	1,000						No	No	35,589		1,000
<b>Tennis</b>															
Robert Goeltz		Hd Coach	0.43	19,025							No	No	19,025		
<b>Track &amp; Field</b>															
David Neilsen		Hd Coach	0.45	27,598							No	No	27,598		
Jackie Poulson		Asst Coach	0.50	13,239							No	No	13,239		
<b>Golf</b>															
Kelly Hooper		Hd Coach	0.41	16,512							No	No	16,512		
<b>Cross Country</b>															
Brian Janssen		Hd Coach	0.50	23,629	164						No	No	23,629		164
<b>Soccer</b>															
Allison Gibson		Hd Coach	1.00	55,640	3,800					Yes	Yes	Yes	55,640		3,800
Rebecca Hogan		Asst Coach	1.00	29,997	1,910						No	No	29,997		1,910
<b>Softball</b>															
Andrea Wilson		Hd Coach	1.00	45,625							Yes	Yes	42,086	3,539	
Shelly Prochaska		Asst Coach	1.00	23,632							No	No	23,632		

(\*) These coaches receive pay for their participation in off-campus clinics or events. These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.



**Intercollegiate Athletics Compensation Report**  
**Idaho State University**  
**FY 2011 Estimated Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding			Base Salary Annualized Change
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
<b>Athletic Administration:</b>																
Jeff Tingey	1.00	95,014			2,500				Yes		No		95,014		2,500	0%
Nancy Graziano	1.00	66,206									No		66,206			0%
Jim Kramer	1.00	65,000									No		65,000			0%
Matthew Steuart	1.00	39,603									No			39,603		5% Duty Change
Quinton Freeman	0.50	17,254									No			17,254		0%
Joel Vickery	1.00	39,998									No		39,998			0%
Steve Schaak	1.00	47,902									No		47,902			New
Katie Zigars	1.00	35,006									No		35,006			0%
Jodi Wotowey	1.00	43,701									No		43,701			0%
Ryan Cromie	0.46	15,873									No		15,873			0%
Sara Vargas	0.54	18,634									No		18,634			New
Greg Obray	1.00	34,507									No		34,507			0%
Thomas Brock	1.00	34,507									No		34,507			0%
Mark Campbell	1.00	41,413									No		41,413			0%
Kalee Kopp	1.00	34,507									No			34,507		0%
Jay McMillin	1.00	43,264									No		43,264			0%
Cody Van Fleet	0.75	25,880	2,000								No		25,880	2,000		0%
Andrea Wilson	1.00	46,010									No		46,010			New
<b>Bengal Foundation</b>																
Donna Hayes	1.00	44,782									No		44,782			0%
<b>Men's Sports</b>																
<b>Football</b>																
John Zamberlin	0.91	94,678	6,000	20,000					Yes		Yes		94,678	20,000	6,000	0%
Mike Kramer	0.46	68,519							Yes		Yes		68,519			New
Josh Fetter	0.62	24,627	2,200								No		24,627	2,200		0%
Derrick Roche	0.50	21,399									No		21,399			New
Junior Falevai	0.62	21,530	2,200								No		21,530	2,200		0%
Ruditsky Griffin	0.50	22,318									No		22,318			New
Phil Earley	0.50	36,928	2,200								No		36,928	2,200		New
Donald Bailey	0.50	39,046									No		39,046			New
John Clark	0.44	14,566	2,200								No		14,566	2,200		New
Ryan Smaha	0.88	16,049									No		16,049			New
Brian Strandley	0.62	29,542	2,200						Yes		No		29,542	2,200		0%
Michael Rigell	0.50	14,778							Yes		No		14,778			New
Drew Miller	0.62	21,530	2,200								No		21,530	2,200		0%
Daniel Drayton	0.50	19,704									No		19,704			New
Steve Amrine	0.62	21,811	4,000								No		21,811	4,000		0%
Matthew Troxel	0.50	14,778									No		14,778			New
Nick Whitworth	0.62	21,530	2,200								No		21,530	2,200		0%
Craig Stutzmann	0.50	21,399									No		21,399			New
<b>Basketball</b>																
Joe O'Brien	0.96	98,128		27,500	2,500				Yes		Yes		98,128	27,500	2,500	0%
Geoffrey Alexander	1.00	52,998			500				Yes		No		52,998		500	1% Duty Change
Tim Walsh	1.00	45,302			500						No		45,302		500	0%
<b>Tennis</b>																
Robert Goeltz	0.43	19,027									No		19,027			0%
Mark Rodel	0.33	7,850									No		7,850			New

(A) = indicates previous coach & base salary does not include the vacation payoff  
(B) = indicates current coach

**Intercollegiate Athletics Compensation Report**  
**Idaho State University**  
**FY 2011 Estimated Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding			Base Salary Annualized Change	
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
Track & Field																	
David Nielsen	0.46	27,597									No		27,597				0%
Jackie Poulson	0.50	13,239									No		13,239				0%
Cross Country																	
Brian Janssen	0.50	23,629									No		23,629				0%
Women's Sports																	
Basketball																	
Seton Sebolewski	0.96	82,614		5,000	500					Yes	Yes		82,614	5,000	500		0%
Angela Munger	1.00	41,184			350					Yes	No		41,184		350		0%
Jordan Green	1.00	28,080			350						No		28,080		350		0%
Volleyball																	
Chad Teichert	0.91	50,065								Yes	Yes		50,065				0%
David HYTE	1.00	35,589									No		35,589				0%
Tennis																	
Robert Goeltz	0.43	19,027									No		19,027				0%
Mark Rodel	0.33	7,850									No		7,850				New
Track & Field																	
David Neilsen	0.45	27,597									No		27,597				0%
Jackie Poulson	0.50	13,239									No		13,239				0%
Golf																	
Kelly Hooper	0.50	20,000									No		20,000				0%
Cross Country																	
Brian Janssen	0.50	23,629									No		23,629				0%
Soccer																	
Allison Gibson	1.00	55,640								Yes	Yes		55,640				0%
Rebecca Hogan	1.00	30,014	1,600								No		30,014		1,600		0%
Softball																	
Julie Wright	1.00	46,524								Yes	Yes		46,524				New
Jessica Rogers	1.00	23,670									No		23,670				New

(\*) These coaches receive pay for their participation in off-campus clinics or events. These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

**Intercollegiate Athletics Compensation Report  
University of Idaho  
FY2010 Actual Compensation**

Depart/Name/Title	Compensation					Contract Bonus			Other		All Compensation			
	FTE	Base Salary *	Camps/ Clinics	Media	Equip Co & Other%	Grad Rate	Winning Perform.	Other	Club Memb.	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
<b>Athletic Administration:</b>														
	Rob Spear	Athletic Direct	1.00	169,998										
	John Wallace	Dir. of Compl.	1.00	74,048						yes	879	185,319	0	
	Becky Paull	Dir. Med. Rel	1.00	49,982							0	74,678	0	
	Ian Klei	Asst. Med Rel	0.57	20,902							0	50,462	0	
	Spencer Farrin	Asst Med Rel	0.50	16,130							0	21,097	0	
	Megan Borchert	Asst Trainer	1.00	40,331							0	16,514	0	
	Nick Refvem	Asst Trainer	1.00	40,339	300						0	40,715	0	
	Barrie Steele	Hd Trainer	1.00	71,156							0	40,723	300	
#	Ana Tuiatea-Ruud	Dir. Acad Ser	1.00	45,011							0	71,636	0	
	David Potter	Coor Acad Sei	0.03	1,402							0	45,435	3,462	
	Tom Sanford	Coor Acad Sei	0.88	28,901							0	1,420	0	
	Joe Herold	Asst. Strength	1.00	34,777							0	29,240	0	
	Scott Gadeken	Strength Coac	0.09	9,772							0	34,777	0	
	Jake Scharnhorst	Strength Coac	0.86	43,002							0	9,804	0	
	Matt Kleffner	Sr. Assoc AD	1.00	85,945	2,500	1,034					0	43,299	3,846	
	Sam Teevens	Video Coor.	1.00	44,928							0	89,479	0	
	Maureen Taylor Re	Asst. AD	1.00	54,683							0	45,312	500	
	Damian Garnett	Dir. Equip Rm	1.00	45,011							0	55,193	0	
	Megan Freshour	Asst. Equip Rr	1.00	32,302							0	45,491	500	
	Tim Mooney	Assoc AD Ext	0.50	52,512	^	1,200			yes		4,768	32,686	0	
	Jeremy Wang	Exec. Dir VSF	0.50	26,260	^	761					0	48,944	0	
	Shelly Robson	Devl. Coor.	0.50	19,770	^	415			yes		0	27,021	0	
	Nat Reynolds	Devl. Coor.	0.50	23,888	^	733			yes		0	20,185	0	
	Nick Popplewell	Asst Dir/Promt	1.00	34,008							0	24,621	0	
												34,392		
<b>Men's Sports</b>														
<b>Football</b>														
	Robb Akey	Hd Coach	1.00	165,798		85,000	1,440	5,000	12,753	yes	yes	169,461	87,777	12,753
	Steve Axman	Assistant	1.00	116,605		8,600	1,440		8,969	yes		115,160	11,485	8,969
	Jonathan Smith	Assistant	0.57	30,493			830		4,115	yes		36,463	-5,140	4,115
	Al Pupunu	Assistant	0.30	13,503			0		0	yes		13,503	0	0
	Eti Ena	Assistant	1.00	50,003			1,440		3,846	yes		49,760	1,683	3,846
	Mark Criner	Assistant	1.00	112,320			1,440		8,640	yes		110,931	2,829	8,640
	Jeremy Thielbahr	Assistant	1.00	48,526			1,440		3,732	yes		48,526	1,440	3,732
	Luther Carr	Assistant	1.00	45,011			1,440		3,392	yes		44,209	2,242	3,392
	Patrick Libey	Assistant	1.00	48,526			1,440		3,732	yes		48,316	1,650	3,732
	Rob Christoff	Assistant	1.00	45,011			1,440		3,392			44,209	2,242	3,392
	Dan Finn	Assistant	1.00	50,752			1,440		3,392	yes		45,896	6,296	3,392
	Mark Vaught	Dir. of FB Ops	1.00	32,593			1,440		2,507			0	34,033	2,507
<b>Basketball</b>														
	Don Verlin	Hd Coach	1.00	127,355		60,000	1,200		16,884	yes	yes	124,870	80,569	0
	Ray Lopes	Assistant	1.00	80,017			1,200			yes		79,306	1,911	0
	Mike Score	Assistant	1.00	62,504		20,000	1,200			yes		62,080	21,624	0
	Mike Freeman	Assistant	1.00	25,001		10,000	1,200			yes		25,001	11,200	0

**Intercollegiate Athletics Compensation Report  
University of Idaho  
FY2010 Actual Compensation**

Depart/Name/Title	FTE	Compensation					Contract Bonus			Other			All Compensation				
		Base Salary *	Camps/ Clinics	Media	Equip Co & Other%	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other			
Men's Track & XC																	0
Wayne Phipps Hd Coach	1.00	39,423	^^		8,000	960	450							40,192	8,641		0
Julie Taylor Assistant	0.50	16,556				312								16,539	329		0
Golf																	0
Jon Reehoorn Head Coach	1.00	36,004				960	1,000							8,153	29,811		0
Tennis																	0
Jeff Beaman Hd Coach	0.50	18,137				480								17,384	1,233		0
Women's Sports																	0
Basketball																	0
Jon Newlee Hd Coach	1.00	90,001			15,000	1,104		2,750		yes	yes			89,103	19,752		0
Gavin Petersen Assistant	1.00	50,003		200		1,104				yes				49,744	1,363	200	0
Christa Sanford Assistant	1.00	35,006		500		1,104				yes				34,924	1,186	500	0
Karen Petersen Assistant	1.00	25,001		200		1,104				yes				25,995	110	200	0
Women's Track & XC																	0
Yogi Teevens Hd Coach	1.00	53,643				960	450				yes			53,328	1,725		0
Julie Taylor Assistant	0.50	16,556				312								16,540	328		0
Volleyball																	0
Debbie Buchanan Hd Coach	1.00	83,034		7,000	15,000	1,056	6,387			yes	yes			82,245	23,232	7,000	0
Steve Whitaker Assistant	1.00	35,422		4,500	5,000	1,065				yes				35,337	6,150	4,500	0
Moritz Moritz Assistant	1.00	37,440		3,500	5,000	1,056								37,329	6,167	3,500	0
Women's Soccer																	0
Peter Showler Hd Coach	1.00	37,689		600	6,000	960	450			yes	yes			38,573	6,526	600	0
Katie Schoene Assistant	1.00	24,856		1,400		624								24,838	642	1,400	0
Women's Golf																	0
Lisa Johnson Head Coach	1.00	42,016				960	1,000				yes			41,860	2,116		0
Tennis																	0
Jeff Beaman Hd Coach	0.50	18,137				480					yes			17,385	1,232		0
Women's Swimming																	0
Tom Jager Hd Coach	1.00	53,518			15,000	960	500			yes	yes			4,143	65,835		0
Adriana Quirke Assistant	1.00	23,670				480								22,532	1,618		0

^other half paid by Development

\*Amounts shown do not include furlough reductions

^^Amounts reflect full position; .5 FTE for 1/2 year due to Visa issues; some IH earnings not included

%includes cell phone stipend

**Intercollegiate Athletics Compensation Report**

**University of Idaho**

**FY2011 Estimated Compensation**

Depart/Name/Title		Compensation		Contract Bonus			Other		All Compensation			Base					
		FTE	Salary	Camps/ Clinics	Media	Equip Co & Other^^	Grad Rate	Winning Perform.	Other	Club Memb.	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Salary Change		
<b>Athletic Administration:</b>																	
Robb Spear	Athletic Dire	1.00	169,998		15,000	1,200								yes	186,198	0%	
John Wallace	Dir. of Comj	1.00	74,048			624									74,672	0%	
Becky Paull	Dir. Med. R	1.00	49,982			480									50,462	0%	
Spencer Farrin	Asst. Med F	1.00	32,260			384									32,644	0%	
Megan Borchert	Asst Trainer	1.00	40,331			384									40,715	0	0%
Nick Refvem	Asst Trainer	0.11	4,437			384									4,821	0	0%
Max Bertman	Asst Trainer	0.80	32,264			307									32,571		New
Barrie Steele	Hd Trainer	1.00	71,156			480									71,636		0%
Jeremy Wang	Exec Dir VE	0.50	26,260	^		624									26,884		0%
Tim Mooney	Assoc AD	0.50	52,512	^		1,200			yes						53,712		0%
Ana Tuiaaea-Ruud	Ass Dir Aca	1.00	45,011			480					0				45,491	0	0%
Tom Sanford	Acad. Coord	1.00	32,843			480									33,323		0%
Jake Scharnhorst	Strength Cc	1.00	50,003			298									50,301		0%
Joe Herold	Asst Stren	1.00	34,777			0									34,777		0%
Matt Kleffner	Sr. Assoc A	1.00	85,945		2,500	1,200									89,645		0%
Sam Teevens	Video Coord	1.00	44,928			384									45,312	0	0%
Maureen Taylor Re	Asst. AD	0.50	34,184			321									34,505		25% gender equity
Nick Popplewell	Asst. Dir/Pr	1.00	34,008			384									34,392		0%
Damian Garnett	Dir. Equip R	1.00	45,011			480									45,491		0%
Megan Freshour	Asst. Equip	1.00	32,302			384									32,686		0%
Shelly Robson	Devl. Coord	0.50	19,770	^		624			yes						20,394		0%
Nat Reynolds	Devl. Coord	0.50	23,888	^		624			yes						24,512		0%
Scott Wallace	Ticket Mgr	1.00	45,011												45,011		New
Kera Bardsley	Ticket Coord	0.50	16,754												16,754		New
<b>Men's Sports</b>																	
<b>Football</b>																	
Robb Akey	Hd Coach	1.00	165,798		190,000	1,440			yes	yes	165,798	191,440	0		0%		
Steve Axman	Assistant	1.00	130,083			1,440			yes		130,083	1,440	0		12% program success & market val		
Al Pupunu	Assistant	1.00	62,732			1,440			yew		62,732	1,440	0		39% program success & market val		
Eti Ena	Assistant	1.00	62,732			1,440			yes		62,732	1,440	0		25% program success & market val		
Mark Criner	Assistant	1.00	125,777			1,440			yes		125,777	1,440	0		12% program success & market val		
Jeremy Thielbah	Assistant	1.00	67,995			1,440			yes		67,995	1,440	0		40% program success & market val		
Luther Carr	Assistant	1.00	67,995			1,440			yes		67,995	1,440	0		51% program success & market val		
Patrick Libey	Assistant	1.00	67,995			1,440			yes		67,995	1,440	0		40% program success & market val		
Rob Christoff	Assistant	1.00	62,732			1,440			yes		62,732	1,440	0		39% program success & market val		
Dan Finn	Assistant	1.00	69,222			1,440			yes		69,222	1,440	0		36% program success & market val		
Mark Vaught	Dir. of FB O	1.00	45,323			1,440					45,323	1,440	0		39% program success & market val		
<b>Basketball</b>																	
Don Verlin	Hd Coach	1.00	135,475		60,000	1,200	5,000	8,023	yes		135,475	61,200	0		6% contract escalation		
Tim Murphy	Assistant	0.80	50,003		15,000	960			yes		50,003	15,960	0		New		
Mike Score	Assistant	0.15	9,376						yes		9,376	0	0		0%		
Ray Lopes	Assistant	1.00	80,017		5,000	1,200			yes		80,017	6,200	0		0%		
Mike Freeman	Assistant	1.00	25,001		10,000	1,200			yes		25,001	11,200	0		0%		
<b>Men's Track &amp; XC</b>																	
Wayne Phipps	Hd Coach	1.00	55,232	%	8,000	960	450			yes	55,232	8,960	0		40%		
Julie Taylor	Assistant	0.50	24,917	**		312					24,917	312	0		51%		
VACANT	Assistant	0.25	4,139	**		312					4,139	312	0		New		
<b>Golf</b>																	
Jon Reehoorn	Hd Coach	0.07	2,520			67					2,520	67	0		0%		
John Means	Hd Coach	0.76	27,363		5,000	729					27,363	5,729	0		New		
<b>Tennis</b>																	
Jeff Beaman	Hd Coach	0.50	18,137		3,000	480				yes	18,137	3,480	0		0%		

**Intercollegiate Athletics Compensation Report**

**University of Idaho**

**FY2011 Estimated Compensation**

Depart/Name/Title	Compensation					Contract Bonus			Other			All Compensation			Base
	FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other^^	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change
<b>Women's Sports</b>															
<b>Basketball</b>															
Jon Newlee	Hd Coach	1.00	90,001		15,000		1,104					90,001	16,104	0	0%
Gavin Petersen	Assistant	1.00	50,003				1,104		yes	yes		50,003	1,104	0	0%
Christa Sanford	Assistant	1.00	35,006				1,104		yes			35,006	1,104	0	0%
Karen Petersen	Assistant	1.00	25,001				1,104		yes			25,001	1,104	0	0%
<b>Women's Track &amp; XC</b>															
Yogi Teevens	Hd Coach	0.38	20,384				364	450			yes	20,384	364	0	0%
Julie Taylor	Assistant	0.50	24,917 **				312					24,917	312	0	51%
VACANT	Assistant	0.25	4,139 **				312					4,139	312	0	New
<b>Volleyball</b>															
Debbie Buchanan	Hd Coach	1.00	83,033	9,000	15,000		1,056		yes	yes		83,033	16,056	9,000	0%
Steve Whitaker	Assistant	1.00	35,422	4,500	5,000		1,056					35,422	6,056	4,500	0%
Moritz Moritz	Assistant	1.00	37,444	4,500	5,000		1,056					37,444	6,056	4,500	0%
<b>Women's Soccer</b>															
Peter Showler	Hd Coach	1.00	37,689		6,000		960		yes	yes		37,689	6,960	0	0%
Katie Schoene	Assistant	1.00	24,856				624					24,856	624	0	0%
<b>Women's Golf</b>															
Lisa Johnson	Hd Coach	1.00	42,016				960	4,232				42,016	5,192	0	0%
<b>Tennis</b>															
Jeff Beaman	Hd Coach	0.50	18,137		3,000		480				yes	18,137	3,480	0	0%
<b>Women's Swimming</b>															
Tom Jager	Hd Coach	1.00	53,518		15,000		960		yes	yes		53,518	15,960	0	0%
Adriana Quirke	Assistant	1.00	23,670				480					23,670	480	0	0%

^50 paid by Advancement

^^includes cell phone stipend

%Amounts reflect full position; .5 FTE for 3/4 year due to Visa issues; some IH earnings not included

\*\* Expected restructure of Track Program will result in different wages for all coaches. Vacant position is placeholder for replacement for Yogi Teevens

**Intercollegiate Athletics Compensation Report  
Lewis-Clark State College  
FY2010 Actual Compensation**

Depart/Name/Title	FTE	Compensation			Contract Bonus			Other			All Compensation		
		Base Salary	Camps/ Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration:													
Gary Picone	Director, Athletics	1.00	69,944					No	Yes	No	40,567		29,377
Brooke Cushman	Asst. Director	1.00	43,260					No	Yes	No	21,630		21,630
Tracy Collins	Trainer	1.00	37,598					No	No	No	37,598		
Burdette Greeny	Trainer Asst.	0.62	20,000					No	No	No			20,000
Paul Thompson	Athl. Advancement	0.31	9,903					No	No	No	9,903		
Robin Bogar	Admin. Asst. 1	1.00	28,371	600				No	No	No	28,371	600	
Julee King	Admin. Asst. 1	1.00	31,167					No	No	No	10,597		20,570
Men's Sports													
Basketball													
Tim Walker	Head Coach	1.00	45,669	7,800				No	Yes	No	45,669	7,800	
Tim Collins	Asst. Coach	0.16	5,000	3,000				No	No	No		8,000	
Baseball													
Ed Cheff	Head Coach	1.00	82,737					No	Yes	No	82,737		
Gus Knickrehm	Asst. Coach	1.00	37,814					No	No	No	37,814		
Allen Balmer	Asst. Coach	0.66	21,200					No	No	No	18,444	2,756	
Cross-Country													
Mike Collins	Head Coach	0.09	8,035					No	No	No	6,887	1,148	
Tennis													
Kai Fong	Head Coach	0.14	6,467					No	No	No	6,467		
Golf													
Paul Thompson	Head Coach	0.12	8,102					No	No	No	8,102		
Steve Tilden	Asst. Coach	0.08	2,500					No	No	No		2,500	

**Intercollegiate Athletics Compensation Report  
Lewis-Clark State College  
FY2010 Actual Compensation**

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Depart/Name/Title	FTE	Compensation			Maximum Contract Bonuses			Perks		All Compensation			
		Base Salary	Camps/ Clinics	Equip Co Media & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Multi-Yr Contract	Car	State Approp.	Program Revenue	All Other
Women's Sports													
Basketball													
Brian Orr		Head Coach	1.00	47,451	7,125				No	Yes	No	47,451	7,125
Janeen Nelson		Asst. Coach	0.16	5,000				No	No	No			5,000
Cross-Country													
Mike Collins		Head Coach	0.09	8,030				No	No	No		6,882	1,148
Track													
Mike Collins		Head Coach	0.13	11,298				No	No	No		10,149	1,149
Volleyball													
Jennifer Greeny		Head Coach	1.00	43,672				No	Yes	No		43,672	
Burdette Greeny		Asst. Coach	0.16	5,000				No	No	No			5,000
Amy Flaig		Asst. Coach	0.06	2,000				No	No	No			2,000
Tennis													
Kai Fong		Head Coach	0.14	6,467				No	No	No		6,467	
Golf													
Paul Thompson		Head Coach	0.18	12,003				No	No	No		12,003	
Steve Tilden		Asst. Coach	0.08	2,500				No	No	No			2,500



**Intercollegiate Athletics Compensation Report  
Lewis-Clark State College  
FY2011 Estimated Compensation**

Depart/Name/Title	FTE	Compensation			Contract Bonus			Other			All Compensation			Base Salary	
		Base Salary	Camps/ Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change	
<b>Athletic Administration:</b>															
Gary Picone	Director, Athletics	1.00	69,944				No	Yes	No		40,567		29,377	0%	One-time payment for additional duties due to Baseball Head Coach
Brooke Cushman	Assoc. Director	1.00	53,610				No	Yes	No		31,980		21,630	24%	vacancy
Tracy Collins	Trainer	1.00	37,598				No	No	No		37,598			0%	
Burdette Greeny	Trainer Asst.	0.56	20,000				No	No	No				20,000	0%	
Paul Thompson	Athl. Advancement	0.31	9,903				No	No	No		9,903			0%	
Katie Savage	Admin. Asst. 1	1.00	28,371				No	No	No		28,371			0%	
Julee King	Admin. Asst. 1	1.00	31,167				No	No	No		10,597		20,570	0%	
<b>Men's Sports</b>															
<b>Basketball</b>															
Tim Walker	Head Coach	0.75	34,252	9,000			No	Yes	No		34,252	9,000		0%	
Austin Johnson	Asst. Coach	0.16	5,000				No	No	No			5,000		0%	
<b>Baseball</b>															
Vacant (Cheff)	Head Coach	1.00	24,503				No	Yes	No		24,503			0%	Actual contract and vacation payoff in FY11 due to employee retirement
Gary Picone	Interim Head Coach		17,250				No	Yes	No		17,250			N/A	One-time payment for additional duties as Baseball Head Coach
Gus Knickrehm	Asst. Coach	1.00	37,814				No	No	No		37,814			0%	
Allen Balmer	Asst. Coach	0.70	21,200				No	No	No		21,200			0%	
<b>Cross-Country</b>															
Mike Collins	Head Coach	0.09	8,026				No	No	No		6,841	1,185		0%	
<b>Tennis</b>															
Kai Fong	Head Coach	0.14	6,467				No	No	No		6,467			0%	
<b>Golf</b>															
Paul Thompson	Head Coach	0.12	8,102				No	No	No		8,102			0%	
Clifford Carrick	Asst. Coach	0.08	2,500				No	No	No			2,500		0%	

Intercollegiate Athletics Compensation Report  
 Lewis-Clark State College  
 FY2011 Estimated Compensation  
 Page 2

Depart/Name/Title	FTE	Compensation				Maximum Rate	Contract Winning Perform.	Bonuses Other	Perks		Multi-Yr Contract	All Compensation			Base Salary Annualized Change
		Base Salary	Camps/ Clinics	Media	Equip Co & Other				Grad	Club		Car	State Approp.	Program Revenue	
Women's Sports															
Basketball															
Brian Orr	Head Coach	1.00	47,451	5,750				No	Yes	No		47,451	5,750		0%
Derek Pegram	Asst. Coach	0.16	5,000					No	No	No			5,000		0%
Cross-Country															
Mike Collins	Head Coach	0.09	8,026					No	No	No		6,841	1,185		0%
Track															
Mike Collins	Head Coach	0.13	11,311					No	No	No		10,124	1,187		0%
Volleyball															
Jennifer Greeny	Head Coach	1.00	43,672					No	Yes	No		43,672			0%
Burdette Greeny	Assoc. Head Coach	0.16	5,000					No	No	No			5,000		0%
Amy Flaig	Asst. Coach	0.06	2,000					No	No	No			2,000		0%
Tennis															
Kai Fong	Head Coach	0.14	6,467					No	No	No		6,467			0%
Golf															
Paul Thompson	Head Coach	0.18	12,003					No	No	No		12,003			0%
Clifford Carrick	Asst. Coach	0.08	2,500					No	No	No			2,500		0%

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Intercollegiate Gender Equity and Athletics Limits

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.T.2 and III.T.3.

**BACKGROUND/DISCUSSION**

Board policy III.T.3.a establishes limits on the amount of general education funds and institutional funds an institution can allocate to athletics. General education funds consist of state General Funds, endowment funds, and appropriated student fees. Institutional funds consist of revenues outside the athletics program and include, for example, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative fees charged to revenue-generating accounts across campus.

These limits are adjusted annually at the same rate of change as the general education appropriation. Historically the Board has not formally approved the limits, but those limits have been included in the athletics budgets accepted by the Board in June. Board policy provides that general education funds above the limit can be allocated for implementation of institutional gender equity plans. The Discussion section of the prior eight year's athletics agenda noted the intent of the Board by clarifying that general education funds above the limit can be allocated for additional women's programs, addressing gender equity issues.

Title IX of the Education Amendments of 1972 is the federal legislation that bans gender discrimination in schools, whether it is in academics or athletics. Title IX states: "No person in the U.S. shall, on the basis of sex be excluded from participation in, or denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal aid."

In regard to intercollegiate athletics, the US Department of Education's Office for Civil Rights (OCR) issued a "Clarification of Intercollegiate Athletics Policy Guidance: The Three-Part Test" in 1996 to analyze if an institution is in compliance. All three tests must be met for an institution to be considered in compliance.

**First**, financial assistance must be substantially proportionate to the ratio of male and female athletes. Institutions within 1% variance are considered compliant.

**Second**, benefits, opportunities, and treatments afforded sports participants are to be equivalent, but not necessarily identical including equipment and supplies, scheduling games and practices, travel expenses, availability and compensation of coaches, quality of facilities, medical services, housing, dining, and recruitment.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Compliance is measured on a program-wide basis, not on a sport-by-sport basis.

**Third**, the selection of sports and the level of competition must accommodate the students' interests and abilities using one of the three factors listed below:

1. Participation opportunities for male and female students are provided in numbers **substantially proportionate** to their respective enrollments.
2. Where the members of one sex have been and are underrepresented among intercollegiate athletes, whether the institution can show a **history and continuing practice of program expansion** which is demonstrably responsive to the developing interests and abilities of that sex.
3. Where the members of one sex are **underrepresented** among intercollegiate athletes and the institution cannot show a **continuing practice of program expansion**, whether it can be demonstrated that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

## **IMPACT**

### Athletics Limits

Since the limit for general education funds is calculated on the total of state General Funds, endowment and appropriated student fees, some years the limit has increased when the state funding for higher education decreased. This is true for the limit calculated for FY 2012. As seen in Attachment 1 on page 7, line 8 shows the increase in general education funds of 7.52%. This is a result of a reduction in state funds (line 9) of -1.31% being offset by an increase in student fees (line 10) of 21.13%.

The resulting FY 2012 limit for general education funds for the universities (lines 12-13) would be \$2,381,200 which is a 7.52% increase over the FY 2011 limit of \$2,214,700, or \$166,500. The FY 2012 limit for general education funds for Lewis-Clark State College (lines 14-15) would be \$885,200 which is a 7.52% increase over the FY 2011 limit of \$823,300, or \$61,900. The limits for institutional funds would also increase by 7.52% for each institution (lines 18-26). Management of the institutions have the discretion to not spend up to the limit, however, all the universities have budgeted the total limit in their FY 2011 athletics budgets (while the overall General Fund appropriation dropped by 10.6%). The Board may want to consider whether the calculated athletic limit increase for FY 2012 is reasonable in the current economic climate.

### Gender Equity

The Gender Equity Reports show an original base year of FY 2005, and the forecast through FY 2016. The reports also show the breakdown by gender of full-time students and athletes. Finally, the gender equity reports show the participants by sport for both men's and women's programs including the addition

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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or elimination of any programs. With the current report, staff asked the institutions to break out the annual gender equity costs and funding sources.

For the base year FY 2005, ISU and UI show their annual gender equity costs, while BSU shows the annual gender equity costs for the two sports added since FY 1979. LCSC does not show gender equity costs because the institution did not exceed the Board established limits on athletic expenditures.

The gender equity reports, starting on page 9, show additional costs through FY 2016 for Student Aid (line 11), Benefits (line 12), and New Programs (line 13). Under New Programs, sports programs either being added or removed are listed. Start-up costs may be shown in the year prior to full implementation. Finally, a line for inflation on existing programs is included.

The institutions' estimates for general education funds above the limit allocated to gender equity plans for FY 2010 and FY 2011 are shown below. The first column shows the FY 2011 increase in estimated gender equity costs, and what those costs represent as a percent of the prior year's amount of gender equity funds above the general education funds limit. The second and third columns show the general education funds above the limit, and the fourth column shows the percentage increase in those funds.

	<u>FY11 Gender Equity Increase</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>% Inc.</u>
BSU	\$150,153 Aid/Inflation, 15.4%	\$ 976,872	\$ 976,872	0.0%
ISU	\$ 23,658 Student Aid, 3.7%	\$ 646,500	\$ 721,500	11.6%
UI	\$201,427 Non-program, 23.8%	\$ 846,560	\$1,632,885	92.9%

The same methodology as above is used to show the institutions' estimates for general education funds above the limit allocated to gender equity plans for FY 2011 and FY 2012:

	<u>FY12 Gender Equity Increase</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>% Inc.</u>
BSU	\$83,002 Inflation, 8.4%	\$ 976,872	\$1,026,872	5.0%
ISU	\$26,024 Student Aid, 3.6%	\$ 721,500	\$ 796,500	10.4%
UI	\$142,932 Non-program, 8.8%	\$1,632,885	\$1,632,885	0.0%

**ATTACHMENTS**

Attachment 1	Chart identifying the Board limits for general education and institutional funds	Page 5
Attachment 2	Boise State University Gender Equity Report	Page 7
Attachment 3	Idaho State University Gender Equity Report	Page 8
Attachment 4	University of Idaho Gender Equity Report	Page 9
Attachment 5	Lewis-Clark State College Gender Equity Report	Page 10

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The significant reductions in state funding for higher education over the past several years have been partially mitigated by increases in tuition and fees. As a result, the financial burden of the cost of college is slowly but steadily being shifted upon the students. In the current economic climate, higher education is certain to face another round of budget cuts in FY 2012.

When the realities of higher education funding are juxtaposed with the Board's 60% goal, it stands to reason that the Board must prioritize the institution's limited resources. As such, staff recommends no increase in the general education and institutional funds limits for athletics. While gender equity must remain a priority for the Board and the institutions, staff also recommends no increase in general education funds above the limit allocated for gender equity.

**BOARD ACTION**

I move to waive application of Board Policy III.T.3. and to freeze the general education funds and institutional funds limit for athletics at the FY 2011 level, and to freeze the general education funds above the limit allocated for gender equity costs at the FY 2010 level.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

# State Board of Education

## Intercollegiate Athletics Support Limits

Attachment 1

**Board Policy (III.T.3.) on funds allocated and used by athletic program from:**

General Education Funds:

"... In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans."

Institutional Funds:

"shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for FY2000. In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board."

Student Fee Revenue:

"shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees."

Program Funds:

"the institutions can use the program funds generated, without restriction."

1 <b>Calculation of Limits:</b>	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
<b>2 General Education Funds:</b>								
3 General Education Allocation:								
4 General Account	223,366,200	233,182,000	243,726,400	259,296,600	276,181,100	243,278,100	217,510,800	214,670,600
5 Endowment	10,020,500	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,400	9,616,600
6 Student Fee Revenue	97,207,800	107,907,800	119,823,900	124,329,300	127,108,700	133,651,800	146,341,600	177,262,700
7 Total	<u>330,594,500</u>	<u>350,609,400</u>	<u>371,175,100</u>	<u>391,477,400</u>	<u>411,884,800</u>	<u>386,546,300</u>	<u>373,468,800</u>	<u>401,549,900</u>
8 % Growth: General Ed. Funds	5.87%	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.38%	7.52%
9 % Growth: General Account	2.46%	4.39%	4.52%	6.39%	6.51%	-11.91%	-10.59%	-1.31%
10 % Growth: Student Fees			11.04%	3.76%	2.24%	5.15%	9.49%	21.13%
11 Limits:	0.00%	11.01%						
12 Universities	1,960,500	2,079,200	2,201,200	2,321,600	2,442,600	2,292,300	2,214,700	2,381,200
13 % Growth from Prior Year	5.87%	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.39%	7.52%
14 Lewis-Clark State College	728,900	773,000	818,300	863,100	908,100	852,200	823,400	885,300
15 % Growth from Prior Year	5.87%	6.05%	5.86%	5.47%	5.21%	-6.16%	-3.38%	7.52%
16								
<b>17 Institutional Funds:</b>								
18 Limits:								
19 Boise State University	306,800	325,400	344,500	363,300	382,200	358,700	346,600	372,700
20 % Growth from Prior Year	5.87%	6.06%	5.87%	5.46%	5.20%	-6.15%	-3.37%	7.53%
21 Idaho State University	429,400	455,400	482,100	508,500	535,000	502,100	485,100	521,600
22 % Growth from Prior Year	5.87%	6.05%	5.86%	5.48%	5.21%	-6.15%	-3.39%	7.52%
23 University of Idaho	613,500	650,600	688,800	726,500	764,400	717,400	693,100	745,200
24 % Growth from Prior Year	5.87%	6.05%	5.87%	5.47%	5.22%	-6.15%	-3.39%	7.52%
25 Lewis-Clark State College	122,700	130,100	137,700	145,200	152,800	143,400	138,500	148,900
26 % Growth from Prior Year	5.87%	6.03%	5.84%	5.45%	5.23%	-6.15%	-3.42%	7.51%

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Intercollegiate Athletics Gender Equity  
Idaho State University

			Actual						Estimate					
See Note A														
Base Year			FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
1	FT Students:	Male	2,946	2,946	3,520	3,196	3,301	3,687	3,724	3,761	3,799	3,837	3,875	3,914
2		Female	3,767	3,767	4,212	3,699	3,710	3,939	3,978	4,018	4,058	4,099	4,140	4,181
3	%	Male	44%	44%	46%	46%	47%	48%	48%	48%	48%	48%	48%	48%
4		Female	56%	56%	54%	54%	53%	52%	52%	52%	52%	52%	52%	52%
5	Athletes:	Male	168	224	223	198	186	186	178	176	176	176	176	176
6		Female	121	173	179	166	150	146	173	174	174	174	194	194
7		Female Student Athletes Needed	94	113	88	63	59	53	17	14	14	14	(6)	(6)
8	%	Male	58%	56%	55%	54%	55%	56%	51%	50%	50%	50%	48%	48%
9		Female	42%	44%	45%	46%	45%	44%	49%	50%	50%	50%	52%	52%
10	Gender Equity Costs: Legal Reference (Note B)													
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.						21,836	23,658	26,024	28,626	39,361		
12	Benefits	HEW OCR Policy Interpretation Part VII.B.												
13	New Programs	HEW OCR Policy Interpretation Part VII.C.												
14		Softball		134,593	195,079	(23,838)	(37,120)	29,863				114,600	277,460	43,520
15		New Sport												
16		Inflationary Costs (Note C)		0	0	0	0	0	0	0	0	0	0	0
17	Total Gender Equity Costs		868,500	1,003,093	1,198,172	1,174,334	1,137,214	1,188,913	1,212,571	1,238,595	1,267,221	1,421,182	1,698,642	1,742,162
18	Gender Equity Costs per female participant		7,178	5,798	6,694	7,074	7,581	8,143	7,009	7,118	7,283	8,168	8,756	8,980
19	Percentage Increase			-19.2%	15.4%	5.7%	7.2%	7.4%	-13.9%	1.6%	2.3%	12.1%	7.2%	2.6%
20	Gender Equity Funds													
21		Student Fees	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000
22		Program Revenue	55,000	4,176	19,653	48,029	6,503	5,692	29,253	5,000	5,000	5,000	5,000	5,000
23		Boosters/Foundation	32,000	30,723	38,071	44,753	39,768	33,859	34,883	35,187	35,200	35,904	36,622	37,355
24		Value of Student Fee Waivers												
25		Institutional Funds												
26		General Education Funds above limit	526,500	626,500	626,500	646,500	646,500	646,500	721,500	796,500	871,500	946,500	1,021,500	1,096,500
27	Total Gender Equity Funds		868,500	916,399	939,224	994,282	947,771	941,051	1,040,636	1,091,687	1,166,700	1,242,404	1,318,122	1,393,855
28	Participants by Sports (actual per EADA report)													
29	Men's Programs: Note D													
30		Football	86	92	84	87	80	81	85	85	85	85	85	85
31		Basketball	15	16	18	14	16	15	16	14	14	14	14	14
32		Track and Field/Cross Country	50	100	105	82	83	84	70	70	70	70	70	70
33		Tennis	7	8	9	8	7	6	7	7	7	7	7	7
34		Wrestling	0	0	0	0	0	0	0	0	0	0	0	0
35		Golf	10	8	7	7	0	0	0	0	0	0	0	0
36	<b>Male Participants</b>		<b>168</b>	<b>224</b>	<b>223</b>	<b>198</b>	<b>186</b>	<b>186</b>	<b>178</b>	<b>176</b>	<b>176</b>	<b>176</b>	<b>176</b>	<b>176</b>
37	Women's Programs: Note C													
38		Basketball	14	18	15	15	14	15	14	16	16	16	16	16
39		Volleyball	11	14	16	13	13	17	14	14	14	14	14	14
40		Gymnastics	0	0	0	0	0	0	0	0	0	0	0	0
41		Swimming and Diving	0	0	0	0	0	0	0	0	0	0	0	0
42		Ski	0	0	0	0	0	0	0	0	0	0	0	0
43		Soccer	21	23	23	22	23	24	28	24	24	24	24	24
44		Golf	11	10	9	8	6	8	7	9	9	9	9	9
45		Tennis	7	9	9	7	9	9	9	9	9	9	9	9
46		Track and Field/Cross Country	57	99	87	81	68	59	85	82	82	82	82	82
47		Softball	0	0	20	20	17	14	16	20	20	20	20	20
48		New Sport	0	0	0	0	0	0	0	0	0	0	20	20
49		TBD	0	0	0	0	0	0	0	0	0	0	0	0
50	<b>Female Participants</b>		<b>121</b>	<b>173</b>	<b>179</b>	<b>166</b>	<b>150</b>	<b>146</b>	<b>173</b>	<b>174</b>	<b>174</b>	<b>174</b>	<b>194</b>	<b>194</b>
51	Total Participants		<b>289</b>	<b>397</b>	<b>402</b>	<b>364</b>	<b>336</b>	<b>332</b>	<b>351</b>	<b>350</b>	<b>350</b>	<b>350</b>	<b>370</b>	<b>370</b>

54 Note A: Base Year FY 2005 should include annual costs to be in compliance with gender equity accumulated since implementation of gender equity initiatives  
55 Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979  
56 Note C: Inflationary costs include inflation starting FY 2006 on accumulated gender equity costs through Base Year 2005  
57 Note D: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.  
58 Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

Intercollegiate Athletics Gender Equity  
University of Idaho

			Actual				Estimate							
Base Year			FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
1	FT Students:	Male	4,562	4,419	4,325	4,367	4,400	4,561	4,651	4,745	4,669	4,719	4,814	4,910
2		Female	3,738	3,628	3,602	3,643	3,790	3,918	3,997	4,076	4,228	4,356	4,443	4,532
3	%	Male	55%	55%	55%	55%	54%	54%	54%	54%	53%	52%	52%	52%
4		Female	45%	45%	45%	45%	46%	46%	46%	46%	47%	48%	48%	48%
5	Athletes:	Male	245	246	252	240	238	221	224	225	223	222	222	220
6		Female	174	178	174	174	198	181	185	189	193	193	196	196
7		Female Student Athletes Needed	27	24	36	26	7	9	8	4	9	12	9	7
8	%	Male	58%	58%	59%	58%	55%	55%	55%	54%	54%	53%	53%	53%
9		Female	42%	42%	41%	42%	45%	45%	45%	46%	46%	47%	47%	47%
10	Gender Equity Costs: Legal Reference (Note B)													
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.	419,460	62,526	35,460	(1,504)	24,283	111,985	89,304	93,769	98,458	103,381	108,550	113,977
12	Benefits	HEW OCR Policy Interpretation Part VII.B.		(187,704)	(69,757)	333,462	(44,480)	4,028	106,256	45,000	25,000	30,000	35,000	40,000
13	New Programs	HEW OCR Policy Interpretation Part VII.C.												
14														
15														
16	Inflationary Costs (Note C)			20,637	0	5,395	643	0	5,867	4,163	3,704	4,001	4,306	4,619
17	Total Gender Equity Costs		3,319,171	3,214,630	3,180,333	3,517,686	3,498,132	3,614,145	3,815,572	3,958,505	4,085,666	4,223,048	4,370,905	4,529,502
18	Gender Equity Costs per female participant		19,076	18,060	18,278	20,217	17,667	19,968	20,625	20,944	21,169	21,881	22,301	23,110
19	Percentage Increase			-5.3%	1.2%	10.6%	-12.6%	13.0%	3.3%	1.6%	1.1%	3.4%	1.9%	3.6%
20	Gender Equity Funds													
21														
22														
23														
24	Value of Female Student Fee Waivers (OST)		561,355	517,960	517,280	601,687	520,991	647,540	666,000	666,000	666,000	666,000	666,000	666,000
25	All other Funds		2,338,356	2,188,610	2,128,199	2,354,402	2,130,581	2,120,045	1,516,687	1,659,620	1,786,781	1,924,163	2,072,020	2,230,617
26	General Education Funds above limit		419,460	508,060	534,854	561,597	846,560	846,560	1,632,885	1,632,885	1,632,885	1,632,885	1,632,885	1,632,885
27	Total Gender Equity Funds		3,319,171	3,214,630	3,180,333	3,517,686	3,498,132	3,614,145	3,815,572	3,958,505	4,085,666	4,223,048	4,370,905	4,529,502
28	Participants by Sports (actual per EADA report, Full & Partial)													
29	Men's Programs: Note D													
30	Football		116	116	125	108	109	102	103	105	105	105	105	105
31	Basketball		22	15	16	16	17	15	15	15	15	15	15	15
32	Track and Field/Cross Country		87	94	90	97	97	85	87	87	86	85	85	83
33	Tennis		9	10	12	9	7	11	11	10	9	9	9	9
34	Wrestling		0	0	0	0	0	0						
35	Golf		11	11	9	10	8	8	8	8	8	8	8	8
36	<b>Male Participants</b>		<b>245</b>	<b>246</b>	<b>252</b>	<b>240</b>	<b>238</b>	<b>221</b>	<b>224</b>	<b>225</b>	<b>223</b>	<b>222</b>	<b>222</b>	<b>220</b>
37	Women's Programs: Note C													
38	Basketball		19	15	16	15	14	13	14	15	16	16	16	16
39	Volleyball		16	17	16	13	15	17	17	17	17	17	17	17
40	Gymnastics		0	0	0	0	0	0						
41	Swimming and Diving [FY04]		17	20	25	24	24	25	25	25	26	26	28	28
42	Ski		0	0	0	0	0	0						
43	Soccer [FY98]		23	24	26	25	25	22	23	24	25	25	26	26
44	Golf [FY94]		8	7	7	6	7	8	8	8	8	8	8	8
45	Tennis		9	9	8	10	12	10	11	12	12	12	12	12
46	Track and Field/Cross Country		82	86	76	81	101	86	87	88	89	89	89	89
47	Softball		0	0	0	0	0	0						
48	Lacrosse		0	0	0	0	0	0						
49	TBD		0	0	0	0	0	0						
50	<b>Female Participants</b>		<b>174</b>	<b>178</b>	<b>174</b>	<b>174</b>	<b>198</b>	<b>181</b>	<b>185</b>	<b>189</b>	<b>193</b>	<b>193</b>	<b>196</b>	<b>196</b>
51	Total Participants		<b>419</b>	<b>424</b>	<b>426</b>	<b>414</b>	<b>436</b>	<b>402</b>	<b>409</b>	<b>414</b>	<b>416</b>	<b>415</b>	<b>418</b>	<b>416</b>

54 Note A: Base Year FY 2005 should include annual costs to be in compliance with gender equity accumulated since implementation of gender equity initiatives  
55 Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979  
56 Note C: Inflationary costs include inflation starting FY 2006 on accumulated gender equity costs through Base Year 2005  
57 Note D: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.  
58 Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

Intercollegiate Athletics Gender Equity  
Lewis-Clark State College

			See Note A Base Year				Actual						Estimate					
			FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16				
1	FT Students:	Male	989	931	911	947	975	1,059	1,105	1,127	1,150	1,173	1,196	1,220				
2		Female	1,338	1,348	1,343	1,325	1,370	1,467	1,628	1,661	1,694	1,728	1,762	1,797				
3	%	Male	43%	41%	40%	42%	42%	42%	40%	40%	40%	40%	40%	40%				
4		Female	57%	59%	60%	58%	58%	58%	60%	60%	60%	60%	60%	60%				
5	Athletes:	Male	82	82	76	79	94	87	86	86	86	86	86	86				
6		Female	67	59	53	81	119	109	86	86	86	86	86	86				
7		Female Student Athletes Needed	44	60	59	30	13	12	41	41	41	41	41	41				
8	%	Male	55%	58%	59%	49%	44%	44%	50%	50%	50%	50%	50%	50%				
9		Female	45%	42%	41%	51%	56%	56%	50%	50%	50%	50%	50%	50%				
10	Gender Equity Costs:	Legal Reference (Note B)																
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.																
12	Benefits	HEW OCR Policy Interpretation Part VII.B.																
13	New Programs	HEW OCR Policy Interpretation Part VII.C.																
14		Women's Track and Field																
15		Inflationary Costs (Note C)																
16	Total Gender Equity Costs		0	0	0	0	0	0	0	0	0	0	0	0				
17	Gender Equity Costs per female participant		0	0	0	0	0	0	0	0	0	0	0	0				
18		Percentage Increase		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
19	Gender Equity Funds																	
20		Student Fees																
21		Program Revenue																
22		Boosters/Foundation																
23		Value of Student Fee Waivers																
24		Institutional Funds																
25		State General Funds																
26	Total Gender Equity Funds		0	0	0	0	0	0	0	0	0	0	0	0				
27	Participants by Sports (actual per EADA report)																	
28		Men's Programs: Note D																
29		Football																
30		Baseball	38	44	44	37	42	37	35	35	35	35	35	35				
31		Basketball	14	10	12	10	13	10	15	15	15	15	15	15				
32		Track and Field/Cross Country	13	10	6	16	18	18	17	17	17	17	17	17				
33		Tennis	8	9	9	8	13	15	10	10	10	10	10	10				
34		Wrestling																
35		Golf	9	9	5	8	8	7	9	9	9	9	9	9				
36		<b>Male Participants</b>	<b>82</b>	<b>82</b>	<b>76</b>	<b>79</b>	<b>94</b>	<b>87</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>				
37		Women's Programs: Note C																
38		Basketball	12	10	11	11	11	11	15	15	15	15	15	15				
39		Volleyball	13	14	12	13	17	16	21	21	21	21	21	21				
40		Gymnastics																
41		Swimming and Diving																
42		Ski																
43		Soccer																
44		Golf	12	8	10	9	10	10	13	13	13	13	13	13				
45		Tennis	13	11	11	9	14	14	11	11	11	11	11	11				
46		Track and Field/Cross Country	17	16	9	39	67	58	26	26	26	26	26	26				
47		Softball																
48		Lacrosse																
49		TBD																
50		<b>Female Participants</b>	<b>67</b>	<b>59</b>	<b>53</b>	<b>81</b>	<b>119</b>	<b>109</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>				
51	Total Participants		<b>149</b>	<b>141</b>	<b>129</b>	<b>160</b>	<b>213</b>	<b>196</b>	<b>172</b>	<b>172</b>	<b>172</b>	<b>172</b>	<b>172</b>	<b>172</b>				

54 Note A: Base Year FY 2005 should include annual costs to be in compliance with gender equity accumulated since implementation of gender equity initiatives  
55 Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979  
56 Note C: Inflationary costs include inflation starting FY 2006 on accumulated gender equity costs through Base Year 2005  
57 Note D: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.  
58 Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**SUBJECT**

Athletics policy amendment – first reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

The current Board policy on intercollegiate athletics is in need of clarifying language as it relates to definitions of funding sources, athletics funds limits and gender equity.

Policy defines “general education funds” as “funds that are appropriated to the institutions (state general account).” Policy needs to be revised to clarify that “general education funds” include state General Funds, endowment funds, and appropriated student fees. The proposed policy revision also clarifies the possible sources of revenues for institutional funds.

Current policy, III.T.3.a., provides the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans. There is no definition of gender equity. The proposed revision adds the following:

- A brief definition of gender equity as provided under Title IX of the Higher Education Amendments Act of 1972,
- Requirement for an annual gender equity report, and
- Requirement that the limits on General Education Funds, Institutional funds, and any other funds used for achieving gender equity at each institution shall be approved annually by the Board.

Finally, the revisions would require Board approval of the annual limits on athletics expenditures and gender equity.

**IMPACT**

The proposed policy revisions for athletics will better define funding sources and gender equity, require Board approval for all athletics limits, and require an annual gender equity report. These changes will provide the Board, institutions, and staff clearer understanding of the source of athletics revenues, greater oversight by the Board, and a method to show how the institutions are addressing compliance with Title IX.

**ATTACHMENTS**

Attachment 1 - Section V.X. – Intercollegiate Athletics – First Reading      Page 3  
Attachment 2 - Section III.T. – Student Athletes – First Reading      Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

The reports reviewed for athletics mainly pertain to revenues and expenses and staffing. Therefore, staff recommends moving the financial section of the

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Intercollegiate Athletics policy from Section III, Postsecondary Affairs, to Section V, Financial Affairs. The policy would be included in Section V.X., Intercollegiate Athletics (only those changes that would be made to current policy are redlined.) Section III.T.5, Student Athletes-Conduct, would remain in Section III.

The substantive changes to the athletics policy include the clarification of funding sources and calculation of limits, definition of gender equity, reporting requirements for gender equity, and the requirement for Board approval on all athletics limits including gender equity. Also, the requirement for inclusion of athletic fee waivers is removed because the waivers are reported in April as part of the Tuition Waivers Report.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy moving Section III.T., Intercollegiate Athletics to Section V.X., Intercollegiate Athletics, and renumber Section III.T.5., Student Athletes – Conduct, as Section III.T.1. with all revisions as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 1

SECTION: [V. FINANCIAL AFFAIRS](#)  
SUBSECTION: [X. Intercollegiate Athletics](#)

[April 2011](#)

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1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for, and control of, institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

- a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. reflect accurately the priorities and academic character of its institutions;
- c. fuel school spirit and community involvement; and
- d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; [and](#)
- e. [make continuous progress toward compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics.](#)

Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, ~~regulations~~ [policies](#) governing the conduct of athletic programs at its institutions.

2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by intercollegiate athletics shall be defined in the following categories:

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- a. General Education Funds – includes the funds ~~that are~~ appropriated to the institutions (state ~~g~~General ~~account~~ Funds, endowment funds, and appropriated tuition and student fees).
  - ~~b. Institutional Funds – includes any funds generated by the institution outside the athletic programs.~~
  - ~~e.b.~~ \_\_\_\_\_ Student Activity Fee Revenue – includes revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program.
  - ~~d.c.~~ \_\_\_\_\_ Program Funds – includes revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
  - d. Institutional Funds – includes any funds generated by the institution outside the ~~athletic programs~~ funds listed in a., b., and c. above including, but not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative fees charged to revenue-generating accounts across campus.
3. Funds allocated and used by athletic program from the above sources are limited as follows:
- a. General ~~e~~Education ~~f~~Funds – ~~shall not exceed \$665,500 for the universities and \$247,500 for Lewis Clark State College for Fiscal Year 1987. In subsequent years, t~~The limits for General Education Funds shall be computed by an adjustment for the limit approved by the Board in the previous year adjusted upward or downward to correspond to the rate of change in the current fiscal year on-going appropriated General eEducation fFunds compared to the ongoing General Education Funds allocated by the Board appropriated in the prior fiscal year. Such limits shall be approved annually by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans.
  - b. Institutional funds – ~~shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis Clark State College for fiscal year 2000. In subsequent years, these~~The limits for Institutional Funds shall be computed by an adjustment for the limit approved by the Board in the previous year adjusted upward or downward to correspond to the rate of change in the current fiscal year on-going state gGeneral eEducation fFunds compared to the ongoing General Education Funds allocated by the Board appropriated in the prior fiscal year. Such limits shall be approved annually by the Board.



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SECTION: V. FINANCIAL AFFAIRS  
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- c. Student ~~Activity f~~Fee ~~R~~Revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees.
- d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions ~~must~~ shall submit a plan ~~to the~~ for Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donation to athletics at an institution must be made and reported according to policy. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

4. Gender Equity

- a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.
- b. The limits for each institution as described in paragraph 3, above, may be raised for achieving gender equity. Such limits shall be approved annually by the Board.
- c. For the February Board meeting, the chief executive officer of each institution shall prepare a gender equity report (in summary format prescribed by the Executive Director) for review and formal approval by the Board.

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ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS  
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45. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The ~~number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year~~ should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:

- a. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.
  - (1) Actual revenues and expenditures for the fiscal year most recently completed.
  - (2) Estimated revenues and expenditures for the current fiscal year.
  - (3) Proposed operating budget for the next budget year beginning July 1.
- b. At the February Board meeting, the following fiscal year's financial information will be reported by each institution:
  - (1) Actual revenues and expenditures for the prior four (4) fiscal years
  - (2) Estimated revenues and expenditures for the current fiscal year.

~~June 2007~~ April 2011

~~1. Philosophy~~

~~The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.~~

~~In the area of intercollegiate athletics, the Board seeks to establish programs which:~~

- ~~a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;~~
- ~~b. reflect accurately the priorities and academic character of its institutions;~~
- ~~c. fuel school spirit and community involvement; and~~
- ~~d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation.~~

~~Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, regulations governing the conduct of athletic programs at its institutions.~~

~~2. Policies~~

~~The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.~~

~~The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by intercollegiate athletics shall be defined in the following categories:~~

- ~~a. General Education Funds — includes the funds that are appropriated to the institutions (state general account).~~
- ~~b. Institutional Funds — includes any funds generated by the institution outside the athletic programs.~~

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- ~~c. Student Fee Revenue — includes revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program.~~
- ~~d. Program Funds — includes revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.~~
- ~~3. Funds allocated and used by athletic program from the above sources are limited as follows:~~
- ~~a. General education funds — shall not exceed \$665,500 for the universities and \$247,500 for Lewis-Clark State College for Fiscal Year 1987. In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans.~~
- ~~b. Institutional funds — shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for fiscal year 2000. In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board.~~
- ~~c. Student fee revenue — shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees.~~
- ~~d. Program funds — the institutions can use the program funds generated, without restriction.~~

~~The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions must submit a plan to the Board that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.~~

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~~Donation to athletics at an institution must be made and reported according to policy. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.~~

~~4. Financial Reporting.~~

~~The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:~~

~~a. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.~~

~~——(1) Actual revenues and expenditures for the fiscal year most recently completed.~~

~~——(2) Estimated revenues and expenditures for the current fiscal year.~~

~~——(3) Proposed operating budget for the next budget year beginning July 1.~~

~~b. At the February Board meeting, the following fiscal year's financial information will be reported by each institution:~~

~~——(1) Actual revenues and expenditures for the prior four (4) fiscal years~~

~~——(2) Estimated revenues and expenditures for the current fiscal year.~~

51. Student Athletes - Conduct

a. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:

~~(4)~~i. A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. ~~Intercollegiate Athletics~~ Student Athletes

~~June 2007~~ April 2011

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wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.

- ~~(2)~~ i. This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.
- b. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.
- c. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.
- d. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.
- e. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.
- f. Reporting Requirements
- ~~(4)~~ i. Student athletes shall immediately report any criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of charges against their athletes. The

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. ~~Intercollegiate Athletics~~ Student Athletes

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athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any.

~~(2)~~ ii. Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after the conviction. This report shall include a description of the violation of law and the institution's proposed action, if any.

~~g.~~ Review Clause

~~— This policy shall be reviewed by the Board one year from the time that it goes into effect (effective date – November 16, 1995).~~

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Fiscal Officer, Banking, and Investments, Board Policy V.D – second reading

**REFERENCE**

December 2010                      Board approved first reading

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.D.

**BACKGROUND / DISCUSSION**

In December 2010 the Board approved the first reading to amend Board Policy V.D. to add, change or clarify investments permitted by the Board and improve controls.

**IMPACT**

These changes would provide institutions flexibility in managing their investment portfolio; standardize key control elements designed to reduce investment risk consistent with prudent management and institutional requirements; and provide for potentially higher returns consistent with institutional and State Board of Education investment policy and objectives.

**ATTACHMENTS**

Attachment 1 - Proposed Policy Change, 2nd Reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There was only one minor correction from the first reading. A reference to "school" in V.D.2. was stricken. Board staff recommends approval of the second reading of Board Policy V.D. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board Policy Section V.D. Fiscal Officer, Banking, and Investments, as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: D. Fiscal Officer, Banking, and Investments

~~April 2002~~ February, 2011**D. Fiscal Officers, Banking, and Investments**

## 1. Bursars

Each institution, ~~school~~ and agency must have a fiscal officer, titled "bursar," designated by the Board. The fiscal officer is primarily responsible for receipt and remittance of money and other evidence of indebtedness and for making reports on fiscal matters directly to the Board. The Board may, from time to time, fix additional duties for the fiscal officers and fix the amount of any performance bond. The financial vice president of each of the institutions of higher education serves as the fiscal officer and/or bursar of that institution.

## 2. Deposits

Each institution, ~~school~~ and agency must deposit with the state treasurer all money and other evidence of indebtedness received for or on account of the state of Idaho (Section 59-1014, Idaho Code). The University of Idaho may deposit money and other evidence of indebtedness belonging to the University of Idaho in financial institutions approved by the Board of Regents. (*Melgard v. Eagleson*, 31 Idaho 411 (1918).) Deposits with the state treasurer must be made daily when the amount is \$200 or more or weekly when the amount is less than \$200 in any 24-hour period. The depositor must take in exchange a receipt from the state treasurer (Section 59-1014, Idaho Code). The University of Idaho will make deposits at the intervals provided above. By resolution, the State Board of Examiners may authorize an institution, ~~school~~ or agency to make deposits with the state treasurer less frequently, but in no event less than once a month (Section 67-2025, Idaho Code). Prior approval by the Board is required if any financial institution other than the state treasurer is to receive deposits.

## 3. Treasurer for Non-State Monies

The Board may authorize the fiscal officer or other employee of any institution to act as treasurer for any organization or association of students or faculty at the institution and to collect, receive, deposit, and disburse money and other evidence of indebtedness on its behalf. (Section 67-2025, Idaho Code)

## 4. Local Depositories

Pending payment of money or other evidence of indebtedness to the state treasurer or to the person otherwise entitled to receive the same, an institution or agency may deposit the same in a suitable bank or trust company in the state of Idaho, subject to the provisions of the public depository law, whether the money is owned by the state of Idaho or otherwise.

## 5. Security of Funds

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SECTION: V. FINANCIAL AFFAIRS

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~~April 2002~~ February, 2011

Any employee of any institution, ~~school~~ or agency under the governance of the Board having money or other evidence of indebtedness in his or her physical custody or administrative control must at all times see that it is safe and secure from loss or theft. A cash receipt should be generated and a reasonable effort made for immediate deposit of the funds with the state treasurer or a suitable financial institution.

## 6. Misappropriation a Felony

Any employee of an institution, ~~school~~ or agency under the governance of the Board charged with receipt, safe-keeping, transfer, or disbursement of money or other evidence of indebtedness who willingly and wrongfully uses or keeps the same may be guilty of a felony under Sections 18-5701 and 18-5702, Idaho Code. (See also Section 59-1014, Idaho Code.)

## 7. Investments

a. Investment Objectives:

Each institution investing funds shall maintain a written investment policy in accordance with the following objectives, in priority:

1. Preservation of capital
2. Maintenance of liquidity
3. Achieve a fair rate of return

b. Each institution's investment policy shall include provisions designed to comply with the Board's Investment policy by establishing guidelines for:

1. Specific investment and overall portfolio maturity
2. Ratings and ratings downgrades
3. Concentration limits
4. Periodic portfolio reviews
5. Other standards consistent with the standard of conduct in managing and investing institutional funds under the Uniform Prudent Management of Institutional Funds Act (Section 33-5003, Idaho Code)

~~a.c.~~ a.c. General Account funds may not be invested by the Board or any institution, school or agency under its governance.

~~b.d.~~ b.d. Permanent Endowment funds are invested by the Permanent Endowment Fund Investment Board.

~~Other funds within the control of an institution, school or agency may be invested in FDIC passbook savings accounts, certificates of deposit, U. S. securities, federal funds repurchase agreements, reverse repurchase agreements, federal~~

## Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: D. Fiscal Officer, Banking, and Investments

~~April 2002~~ February, 2011

~~agency securities, large money market funds, bankers acceptances, corporate bonds of AA grade or better, mortgage backed securities of AA grade or better and commercial paper of prime or equivalent grade without prior Board approval. Authority to make investments in any other form requires prior Board approval. Such Board approval may be in the form of general authority to invest or reinvest cash, securities, and other assets obtained and becoming a part of foundation trusts such as the Consolidated Investment Trust of the University of Idaho. The Board requires an annual report on the Consolidated Investment Trust.~~

~~e.e.~~ Other funds within the control of an institution may be invested in the following vehicles without prior Board approval:

- i. FDIC passbook savings accounts
- ii. certificates of deposit
- iii. U.S. Government securities
- iv. federal funds repurchase agreements
- v. reverse repurchase agreements
- vi. federal agency securities
- vii. large money market funds
- viii. bankers acceptances
- ix. corporate bonds of A grade or better
- x. mortgage-backed securities of A grade or better
- xi. commercial paper of prime or equivalent grade
- xii. For the state of Idaho:
  - (1) general obligations or revenue bonds or other obligations for which the faith and credit of the state are pledged for the payment of principal and interest
  - (2) general obligations or revenue bonds of any county, city, metropolitan water district, municipal utility district, school district or other taxing district
  - (3) bonds, notes or other similar obligations issued by public corporations of the state of Idaho including, but not limited to, the Idaho state building authority, the Idaho housing authority and the Idaho water resource board
  - (4) tax anticipation notes and registered warrants
  - (5) tax anticipation bonds or notes and income and revenue anticipation bonds or notes of taxing districts
  - (6) revenue bonds of institutions of higher education

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: D. Fiscal Officer, Banking, and Investments

~~April 2002~~ February, 2011

xiii. State of Idaho run investment funds for state agencies and other governmental entities.

~~d.f.~~ All investments must meet the ratings criteria (if applicable) in Section 7(e) at the time of acquisition.

g. Authority to make investments in any other form requires prior Board approval. Such Board approval may be in the form of general authority to invest or reinvest cash, securities, and other assets obtained and becoming a part of foundation trusts such as the Consolidated Investment Trust of the University of Idaho. The Board requires an annual report on the Consolidated Investment Trust.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Self-Support Certificate and Program Fees Board Policy V.R. – second reading

**REFERENCE**

December 2010                      Board approved first reading

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.v.

**BACKGROUND / DISCUSSION**

In December 2010 the Board approved the first reading to amend Board Policy V.A.3.a.v. on self-support program fees.

**IMPACT**

These changes will enhance student accessibility to self-support programs. On the institution side, the programs would continue to have to be fully self-supporting.

**ATTACHMENTS**

Attachment 1- Board Policy Section V.R.3.a.v.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy V.R.3.a.v.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board Policy Section V.R.3.a.v. Self-Support Certificate and Program Fees, as presented

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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## **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.

### 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.

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 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. The following guidelines will determine if a course or individual qualifies for this special fee.

- (1) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.
- (2) The costs of instruction are paid by an entity other than an institution.
- (3) The course must be approved by the appropriate academic unit(s) at the institution.
- (4) 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

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:

(1) Credentialing Requirement:

- a) 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.
- b) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(2) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(3) 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 degree programs are a defined set of specific courses that ~~must all be once~~ successfully completed ~~in order to earn the result in the awarding of the~~ certificate or degree. ~~Such programs must be encapsulated, separate and distinct from the regular courses of the institution.~~ Institutions may offer self-support certificates and degree 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 for self-support programs on an individual program basis according to anticipated expenditures. Self-support certificate and degree program fees are retained by the institution and shall be tracked and accounted for separately (e.g. an institution could maintain a separate local fee account at the college or department level).

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.

iii. Special Course Fees or Assessments

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~[February 2011](#)

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.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Revisions to Board Policy V.R.3. and V.Q.1. to implement SJR 101 – 2<sup>nd</sup> Reading

**REFERENCE**

June 17-18, 2009	Motion to endorse SJR 101- carried unanimously
June 16-17, 2010	Motion to approve legislative ideas as submitted (including legislative change for University of Idaho tuition fees) – carried unanimously
December 2010	Board approved first reading

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.R.3. and V.Q.1.  
Sections 33-3717 and 33-3717A, Idaho Code

**BACKGROUND/DISCUSSION**

In December 2010 the Board approved the first reading to amend Board Policy V.R.3. and V.Q.1. to remove references to matriculation fees.

**IMPACT**

The revisions will make Board policy consistent with legislation which would grant the State Board of Education the authority to set fees, including tuition fees, for all resident and nonresident students attending the University of Idaho.

**ATTACHMENTS**

Attachment 1 – Policy V.R.	Page 3
Attachment 2 – Policy V.Q.	Page 11
Attachment 3 – House Bill 20 (2011)	Page 13

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy V.R.3. and V.Q.1.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board Policy section V.R.3.a. and section V.Q.1.a. as submitted, to be effective on the enactment of House Bill 20.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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## **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.

### 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.

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##### ~~iii. Tuition fees– Boise State University, Idaho State University, Lewis-Clark State College, [University of Idaho](#)~~

~~Tuition [fees are](#) ~~is defined as~~ the [fees](#) charged for any and all educational costs at Boise State University, Idaho State University, ~~and~~ Lewis Clark State College [and University of Idaho](#). 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.~~

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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.

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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.

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To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(1) Credentialing Requirement:

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- b) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(2) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(3) 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 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.

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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.

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



Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 1

**SECTION: V. FINANCIAL AFFAIRS**

Subsection: R. Establishment of Fees

~~September 2009~~[February 2011](#)

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.

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Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

ATTACHMENT 2

SECTION: V. FINANCIAL AFFAIRS

Subsection: Q. Deposits and Miscellaneous Receipts Accounts ~~August 2002~~ [February 2011](#)

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1. Revenue Deposited into Account

To provide for greatest equity in distribution of state appropriated funds, all or a portion of the following fees or charges, as determined by the Board, are deposited into the following accounts:

a. Restricted Current Fund (0660-01)

~~(1) Matriculation fee~~

~~2~~i. Professional-Technical Education fee

b. Unrestricted Current Fund (0650-01)

i. General education fee.

ii. Nonresident tuition.

iii. Western Undergraduate Exchange (WUE) fee.

iv. Graduate fee.

v. In-service teacher education fee.

vi. Employee/spouse fee.

vii. Federal Morrill Act funds, if appropriated.

viii. Senior citizen fee.

ix. WICHE fee.

x. Revenue derived from rental of state-constructed and/or state-maintained facilities to non-institutional users

xi. Summer school fee

xii. Course overload fee

xiii. Workforce Training Credit Fee

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**STATEMENT OF PURPOSE****RS20008**

The purpose of this legislation is to grant the State Board of Education the authority to set fees, including tuition fees, for all resident and nonresident students attending the University of Idaho. This legislation is in response to voter approval of SJR 101 in the 2010 general election to allow the University of Idaho to charge tuition fees and tuition, consistent with authority currently provided for the state's other higher education institutions. The purpose of this legislation is not to increase student fees. Rather, it is designed to clarify the purposes for which those funds may be used. The reason this legislation is needed is that the current law restricts the ability of the University of Idaho to charge tuition. Since the fees collected from the students cannot be used for instructional costs, the students cannot have their fees used to support core instructional activities, i.e., faculty salaries, additional faculty, library support, etc.

**FISCAL NOTE**

Under current law, University of Idaho student fees only can be used for designated purposes. The intent of this legislation is not designed to increase student fees, but rather to provide greater flexibility to the University of Idaho with respect to the use of fees to fund educational and instructional costs. This legislative proposal is not intended to increase student fees more than otherwise might occur. Accordingly, there will be no fiscal impact to the General Fund.

**Contact:**

**Name:** Mark Browning  
**Office:** Office of the State Board of Education  
**Phone:** (208) 332-1591

**Statement of Purpose / Fiscal Note****#billnum**

LEGISLATURE OF THE STATE OF IDAHO  
 Sixty-first Legislature First Regular Session - 2011

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 20

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; REPEALING SECTION 33-3717, IDAHO CODE, RELATING TO FEES AT THE UNIVERSITY OF IDAHO; AMENDING SECTION 33-3717A, IDAHO CODE, TO PROVIDE THAT THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO MAY PRESCRIBE FEES, INCLUDING TUITION FEES, FOR RESIDENT AND NONRESIDENT STUDENTS ENROLLED IN ALL STATE COLLEGES AND UNIVERSITIES; AMENDING SECTION 33-2101A, IDAHO CODE, TO DELETE A CODE REFERENCE; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Section [33-3717](#), Idaho Code, be, and the same is hereby repealed.

SECTION 2. That Section 33-3717A, Idaho Code, be, and the same is hereby amended to read as follows:

33-3717A. FEES AT STATE COLLEGES AND UNIVERSITIES ~~OTHER THAN THE UNIVERSITY OF IDAHO~~. (1) The state board of education and the board of regents of the university of Idaho may prescribe fees, including tuition fees, for resident and nonresident students enrolled in all state colleges and universities ~~other than the university of Idaho~~. For purposes of this section, said fees, including tuition fees, may be used for any and all educational costs at the state colleges and universities including, but not limited to, costs associated with:

- (a) Academic services;
- (b) Instruction;
- (c) The construction, maintenance and operation of buildings and facilities;
- (d) Student services; or
- (e) Institutional support.

The state board of education also may prescribe fees for all students for any additional charges that are necessary for the proper operation of each institution.

(2) A resident student is a student who meets the residency requirements imposed by section 33-3717B, Idaho Code.

(3) Nothing contained in this section shall prevent the state board of education from waiving fees, including tuition fees, to be paid by nonresident students, as defined in section 33-3717C, Idaho Code, who are enrolled in the state colleges and universities.

(4) Nothing contained in this section shall apply to community colleges now or hereafter established pursuant to chapter 21, title 33, Idaho Code, or to postsecondary professional-technical schools now or hereafter established and not connected to or a part of a state college or university.

1 SECTION 3. That Section 33-2101A, Idaho Code, be, and the same is hereby  
2 amended to read as follows:

3 33-2101A. JUNIOR COLLEGE SHALL MEAN COMMUNITY COLLEGE. Notwith-  
4 standing any other provision of law, in sections 21-805, 21-806, 21-809,  
5 23-404, 31-808, 33-101, 33-107, 33-107B, 33-601, 33-1252, 33-2101, 33-2102,  
6 33-2103, 33-2104, 33-2105, 33-2106, 33-2107, 33-2107A, 33-2107B, 33-2107C,  
7 33-2108, 33-2109A, 33-2110, 33-2110A, 33-2110B, 33-2111, 33-2112, 33-2113,  
8 33-2114, 33-2115, 33-2116, 33-2117, 33-2118, 33-2119, 33-2121, 33-2122,  
9 33-2123, 33-2124, 33-2125, 33-2126, 33-2130, 33-2135, 33-2137, 33-2138,  
10 33-2139, 33-2141, 33-2142, 33-2143, 33-2144, 33-2211, 33-3716, ~~33-3717,~~  
11 33-4001, 33-4003, 33-4004, 33-4006, 33-4201, 33-4306, 33-4315, 46-314,  
12 50-1721, 57-1105A, 59-1324, 59-1371, 59-1374, 67-2320, 67-2322 and 67-5332,  
13 Idaho Code, the term "junior college" shall mean and shall be denoted as  
14 "community college."

15 SECTION 4. An emergency existing therefor, which emergency is hereby  
16 declared to exist, this act shall be in full force and effect on and after its  
17 passage and approval.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

NSF Grant Funded Infrastructure Improvements in the Micron Engineering Center

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Boise State University (BSU) Micron Engineering Center (MEC), a 64,000 sq. ft. research-intensive lab facility, was constructed in 1999. This facility supports many different disciplines within the College of Engineering.

Changes in research activities, including new research functions, have created the need to upgrade and improve the infrastructure and building systems to better serve current and future research needs. More specifically, this project calls for the installation of 16 additional fume hoods, emergency showers, utility racks, a de-ionized water system, and a chilled water loop system to provide upper floors with cooling water for various research equipment. In addition, some general renovation of existing lab spaces will be completed.

In October 2010 the University was awarded a grant from the National Science Foundation (NSF) funded from the American Recovery and Reinvestment Act in the amount of \$1,870,343. This grant will fund the majority of the proposed improvements to this building.

**IMPACT**

Renovation costs, including soft costs, University costs and contingencies, are estimated at \$2,093,683. The source of funding for this project is a NSF grant of \$1,870,343 and University funds of \$223,340. The University funds will be used primarily to cover certain expenses and soft costs that are excluded under the terms of the grant award.

As required by the NSF grant award, this project will be procured through the University in accordance with a Memorandum of Understanding with the State of Idaho Department of Public Works. Items will be procured through the University's Purchasing Department as appropriate. Portions of the work may be bid as a series of alternates in an effort to assure a successful award within the budget.

Furniture, fixtures and equipment will be procured and installed within the existing budget.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**ATTACHMENTS**

Attachment 1 – Project Budget

Page 3

Attachment 2 – Capital Project Tracking Sheet

Page 4

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request to proceed with infrastructure improvements to BSU's Micron Engineering Center. The source of funds is primarily a federal grant received in October 2010. The University will expend less than a quarter of a million of institutional funds for costs specifically excluded under terms of the grant.

As with all transactions involving procurement contracts for goods and services awarded under a non-procurement transaction (e.g. grant) in excess of \$25,000, the university should ensure that procurement of this project follows the suspension and debarment certifications process.

No new eligible space will be added, so no additional occupancy costs will be requested upon completion of this project.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with design and construction of lab and infrastructure upgrades of the MEC building for a total cost not to exceed \$2,093,683.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## Attachment 1

**Architectural & Engineering Services  
Project Budget**

<b>Project Number:</b>	TBD
<b>Project Title:</b>	MEC Building Improvements
<b>Date:</b>	1/6/2011

Category	Budget
Architectural Fees	126,803
Commissioning, Testing, Plan Check, Equip, Etc.	69,260
Construction Costs	1,531,324
Construction Contingency	76,566
<b>Subtotal</b>	1,803,953

University Costs	136,598
Project Contingency	153,132

<b>Total Project</b>	<b>\$ 2,093,683</b>
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Office of the Idaho State Board of Education  
 Capital Project Tracking Sheet  
 Feb-11

History Narrative

1 **Institution/Agency:** Boise State University      **Project:** MEC Building Improvements  
 2 **Project Description:** University and NSF grant funds to renovate and upgrade portions of the MEC Building.  
 3 **Project Use:** Design and construction of MEC facility upgrades for systems and spaces for research.  
 4 **Project Size:** Approximately 28,232 square feet

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 2,093,683	\$ 2,093,683	\$ 126,803	\$ 1,531,324	\$ 435,556	\$ 2,093,683
<b>Total Project Costs</b>	\$ -	\$ -	\$ 2,093,683	\$ 2,093,683	\$ 126,803	\$ 1,531,324	\$ 435,556	\$ 2,093,683

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds	Student Revenue	Other		
Feb-11	\$ -	\$ -	\$ 223,340		\$ 1,870,343	\$ 2,093,683	\$ 2,093,683
Total	\$ -	\$ -	\$ 223,340	\$ -	\$ 1,870,343	\$ 2,093,683	\$ 2,093,683

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

iStrategy data warehouse license and software maintenance fees for Human Resources (HR), payroll, finance and financial aid modules

**REFERENCE**

January 2011            Board rejected motion to approve iStrategy licensing and maintenance fee

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Currently HR, finance and financial aid institutional reporting is performed directly against PeopleSoft, Boise State University's enterprise resource planning (ERP) system. Because ERP systems are designed to provide transactional data, this process is complex and cumbersome and does not meet the University's needs for accurate, reliable information. Licensing and implementation of iStrategy, a software system that integrates with higher education ERP systems, would resolve these issues. Using widely adopted higher education metrics and best practices for analytics, iStrategy enables guided analysis through key performance indicators, visualization components, and interactive reports, giving users a clear picture of what is happening and why. iStrategy would provide a data warehouse and true reporting environment.

In 2007 the University implemented the student portion of the data warehouse using iStrategy. The reports generated are used to prepare the analysis required for accreditation, course schedule planning, retention tracking, and many other purposes. They are also used to report student data needed for grant applications to external funding agencies and for the follow-up progress reporting required by those agencies.

This request is to move forward with the licensing and implementation of the remaining HR/Payroll, Financial, and Financial Aid modules of the data warehouse for a one-time fee of \$330,000. The annual software maintenance fee for FY2011 is \$42,000. The licensing and service pricing are from the 2007 iStrategy Student Warehouse RFP process and represent a substantial discount of more than \$120,000 (26%) from current pricing.

**IMPACT**

Boise State University (BSU) currently utilizes iStrategy's student module. BSU is now requesting approval for the purchase of iStrategy's finance, HR and payroll modules. iStrategy delivers a set of services along with a limited and

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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tailored data warehouse platform. Moving to a consolidated data warehouse environment for reporting and analysis will allow the University to perform data mining, online analytical processing, market research and decision support to help meet the needs of the University. Major impacts and benefits are:

- Consistency in reporting through use of a common data model and source
- Data integrity is improved as inconsistencies are identified and resolved
- Access to data is improved because of simplification and enhanced toolset to better support data driven decisions
- Security is enhanced as it will be simplified and easier to administer
- Provides a single, reliable, official source of truth by incorporating the required logic, which is often complex, into the data warehouse itself, rather than into each individual report.
- Greatly increases the efficiency of reporting and dramatically reduces the need for specialized custom reports to be developed directly within the PeopleSoft system, which is much more expensive and time-consuming.
- Allows for much more dynamic, interactive exploration and analysis of information than is possible with static standardized reports.
- Facilitates externally required reporting and internal reporting, analysis and decision-making.

A concern was raised by the Board regarding BSU installing these additional modules and being “locked in” and unable to participate in the P20 to Workforce (P20W) statewide longitudinal data system (SLDS) implementation. In actuality, the student module would enable Boise State to pull most of the data requested for the P20W from the data warehouse rather than running queries against Peoplesoft which reduces the resource impact to BSU when this data is requested.

While the option of installing iStrategy at all eight public postsecondary institutions is intriguing as a basis for building the SLDS, there are some insurmountable issues:

- Cost – no funds available for a purchase of this magnitude and the other institutions are content with the solutions in place at this time.
- iStrategy does not support the Jenzabar system at the College of Southern Idaho or the phased-out legacy system (FoxPro) at Idaho State University (historical data will not be loaded into ISU’s new Banner system).
- Timing
  - While iStrategy claims they can deploy base functionality in a matter of days, getting to a complete implementation in time to meet the September ARRA requirements is not possible.
  - The procurement process would be lengthy.

**ATTACHMENTS**

Attachment 1 – iStrategy Cost Proposal

Page 5

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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Attachment 2 – BSU iStrategy Purchase Delegated Authority

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**STAFF COMMENTS AND RECOMMENDATIONS**

While Boise State's existing iStrategy student data warehouse would likely serve as the source of data for input into SLDS, the SLDS system being discussed will not require data from financial, HR or financial aid modules, so this proposed acquisition would not impact SLDS.

Staff recommends approval of BSU's request to purchase the Finance, HR, and Payroll modules. Staff will work closely with BSU on the development of the P20W SLDS to ensure the investment is sound.

**BOARD ACTION**

I move to reconsider the motion of January 6, 2011, wherein the request to approve a one-time payment of iStrategy licensing and implementation fees and an annual software maintenance fee was rejected.


Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_

I move to approve the request by Boise State University for a one-time payment of iStrategy licensing and implementation fees of \$330,000 and an annual software maintenance fee of \$42,000 for FY2011.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_

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		HigherEd Analytics Price Quote		
		Customer:	Boise State University - <i>Current Pricing Schema</i>	
Quote Date:		January 7, 2011		
FTE Size:		>10K-20K	←←← <b>Select</b>	
Item	Price	Units	Total	
<b>Perpetual License:</b>				
<b>Individual Modules:</b>				
Student Analytics	\$ 200,000		\$ -	
Financial Management	\$ 70,000	1	\$ 70,000	
Human Resources (HR)	\$ 70,000	1	\$ 70,000	
Financial Aid	\$ 70,000	1	\$ 70,000	
			\$ -	
<i>Modules Previously Purchased (for Suite pricing)</i>				
<b>Individual Module Subtotal</b>			\$ 210,000	
<b>License Subtotal</b>				
<b>Baseline Implementation</b>	<b>Allocated Days</b>			
Student Analytics	30	\$ 45,000	\$ -	
Financial Management	30	\$ 45,000	\$ 45,000	
Human Resources (HR)	25	\$ 37,500	\$ 37,500	
Financial Aid	25	\$ 37,500	\$ 37,500	
	11	\$ 16,500	\$ -	
<b>Subtotal Baseline Implementation</b>			<b>\$ 120,000</b>	
<b>Additional Consulting Services</b>		<b>Units/Days</b>		
Advanced Technical Training (3 days)	\$ 4,800		\$ -	
Dimensional Data Model Training (1 day)	\$ 2,000			
Performance Point Dashboard Jump Start (5 days)	\$ 8,000		\$ -	
Microsoft Reporting Services Jump Start (5 days)	\$ 8,000		\$ -	
Additional Implementation Support (T&M Per Day)	\$ 1,600		\$ -	
<b>Subtotal Additional Consulting</b>			<b>\$ -</b>	
<b>Support Option: Standard</b>		←←← <b>Select</b>		
<b>Total Cost*</b>		<b>First Year</b>	<b>Ongoing</b>	
Subtotal Perpetual License		\$ 210,000	\$ -	
Subtotal Annual Support	20%	\$ 42,000	\$ 42,000	
Subtotal Implementation		\$ 120,000	\$ -	
Subtotal Additional Consulting		\$ -	\$ -	
<b>Total Cost</b>		<b>\$ 372,000</b>	<b>\$ 42,000</b>	

**Terms & Conditions**

- \*Pricing is based on iStrategy's RFP Response to Boise State University and is only applicable for Boise State
- \*Pricing subject to iStrategy standard agreement terms and conditions
- \*The pricing herein is for budgetary purposes. Actual pricing may vary based on the number of production installation instances, institutional entities and a validation of Student FTE Headcount.
- \*Baseline implementation costs are for a standard implementation and do not include any customizations. Actual implementation costs may vary based upon final agreed Scope of Work as specified in Services Work Order.
- \*Baseline implementation pricing noted above is for services only. All travel expenses will be billed at actual costs as incurred in addition to the service fees.
- \*Hardware, Microsoft SQL Servers Licenses, Microsoft ProClarity and other Reporting Tool Licenses are additional.
- \*The Software License Agreement (SLA) is a Perpetual License. Customer may modify application as desired; however, derived works are still subject to terms and conditions outlined in SLA.
- \*The iStrategy Perpetual Software License includes a fully functional Relational and OLAP Data Warehouse and is not subject to individual user licenses.
- \*Pricing is valid until February 28, 2011.

**Billing and Payment Terms:**

- \*All Payments Due Net 30 from Invoice Date
- \*Perpetual Software License Fee and First Year Support billed upon execution.
- \*Baseline Implementation Service Fee billed upon completion of baseline installation.

Price Schedule Effective Date: 07/07/2009

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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](mailto:board@osbe.idaho.gov)

[www.boardofed.idaho.gov](http://www.boardofed.idaho.gov)

September 24, 2007

Stacy Pearson  
Vice President for Finance and Administration  
1910 University Drive  
Boise, Idaho 83725

RE: Data Warehouse and Reporting System

Dear Ms. Pearson:

You requested approval to purchase a Data Warehouse & Reporting System. You indicate the total cost to be \$299,375.

The State Board of Education requires this approval for the purchase of equipment, data processing software and equipment, and all contracts for consulting or professional services in excess of \$250,000 and less than \$500,000.

Staff has reviewed the request, which appears to be consistent with the Board's policies and applicable legal requirements. Accordingly, pursuant to the authority delegated to the Executive Director via Board Policy V.I.3.a., this correspondence will confirm authorization for Boise State University to execute the contract as requested.

Please note that it is the intent of the State Board of Education to create a coordinated system of student data sharing that will facilitate tracking, transferring and follow-up of students. Please insure that the contract for this Data and Warehouse and Reporting System will facilitate the development of this data sharing.

Sincerely,

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

Mike Rush  
Interim Executive Director  
State Board of Education

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Bronco Stadium Expansion Projects Master Plan Presentation and Approval for Design of Phase 1

**REFERENCE**

April 2007	East Jr. High Purchase Agreement
June 2007	East Jr. High land swap and joint use agreement including Master Plan illustration
August 2009	East Jr. High Demolition of various structures
December 2010	Bronco Stadium Expansion future projects

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University has initiated a capital campaign for the future expansion of and upgrades to Bronco Stadium and Dona Larsen Park.

The University has retained the services of Ellerbe Beckett, an architectural firm from San Francisco that specializes in sports facilities, to develop a long-range plan for future stadium expansion. This planning document envisions multiple phases of development eventually leading to complete build-out at approximately 50,000 - 55,000 seats. The plan supports fundraising activities and helps to support decision making on near term projects ensuring that they fit within the long term vision for the completed complex.

The initial phase consists of constructing new track and field facilities for both men's and women's sports at Dona Larson Park, as well as building a new football complex and additional seating at Bronco Stadium. Details of this initial phase include:

- Dona Larsen Park
  - Running track and throwing areas
  - Football field (synthetic turf)
  - Bleachers for spectators, restrooms and press box
  - Parking
  
- Football Complex (approximately 60,000 sf facility)
  - Locker room and team room
  - Training room, equipment room and weight room

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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- Coaches offices and meeting rooms
- Academic area

Consistent with the stadium master plan, it is expected that the design professional will also evaluate approaches to increase stadium seating within the defined budget.

**IMPACT**

The cost of preliminary design for the project is estimated to not exceed \$2,460,000. Total project costs, including construction costs, contingency, design and engineering fees, equipment costs, miscellaneous testing, surveying and reports is initially estimated to be between \$20,500,000 and \$26,000,000, depending on the final scoping and design development details. The range of costs also relates to continued uncertainty in the current construction marketplace especially for competitively bid public sector work. This estimate includes escalation costs for the expected duration of the project design phase.

Boise State Athletics has commenced a fundraising campaign for the first phase of the multi-phased stadium expansion project which includes the renovation of Dona Larsen Park, the former site of East Jr. High. To date \$11.75 million has been raised.

The source of funds for this project is private gifts and athletics department operating revenues. A final budget will be presented to the Board when the project is brought for construction approval.

**STAFF COMMENTS AND RECOMMENDATIONS**

At the December 2010 meeting the Board approved BSU's request to begin formal planning for Phase 1 of its Bronco Stadium expansion projects. BSU is now seeking approval to proceed with preliminary design. The source of funds will be donor and athletics funds.

Without the benefit of being able to review Phase 1 against the stadium master plan, staff makes no recommendation(s). However, staff does identify several issues which the Board may want to consider in its deliberation on this project.

1. What are the home game attendance assumptions which make this type of expansion reasonable and viable?
2. Will the university issue debt to finance the construction of this project, using donor and athletics revenues as a repayment source? If so, how would this impact the university's debt capacity and debt/operating expenses ratio?

**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

Page 5

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**BOARD ACTION**

I move to approve Boise State University's request to proceed with preliminary design for Phase I of a project to expand Bronco Stadium and move the track and field facilities to Dona Larson Park at a project cost not to exceed \$2,460,000.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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Office of the Idaho State Board of Education  
 Capital Project Tracking Sheet  
 Feb-11

History Narrative

1 **Institution/Agency:** Boise State University      **Project:** Bronco Stadium Expansion and Donna Larsen Park Design and Planning  
 2 **Project Description:** Planning and Design of Bronco Stadium Expansion and Donna Larsen Park  
 3 **Project Use:** Design of Bronco Stadium expansion and relocation of track and field to Donna Larsen Park  
 4 **Project Size:** 60,000 sq ft football complex, additional stadium seating, track and field, track bleachers, and support facilities

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	
9 Initial Cost of Project	\$ -	\$ -	\$ 2,460,000	\$ 2,460,000	\$ 2,460,000	\$ -	\$ -	\$ 2,460,000
22 Total Project Costs	\$ -	\$ -	\$ 2,460,000	\$ 2,460,000	\$ 2,460,000	\$ -	\$ -	\$ 2,460,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds	Student Revenue	Other		
26 Feb-11	\$ -	\$ -	\$ -		\$ 2,460,000	\$ 2,460,000	\$ 2,460,000
27							\$ -
28							
29 Total	\$ -	\$ -	\$ -	\$ -	\$ 2,460,000	\$ 2,460,000	\$ 2,460,000

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Replace the existing artificial turf surface in Holt Arena with a Sports Turf type product

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The existing turf playing surface (Astroturf) in Holt Arena is an outdated and injury-prone surface. This current system has posed problems for the recruiting and retention of student-athletes and for bringing in opponents to Idaho State University and Holt Arena for both the University and the local high schools.

Idaho State University seeks approval to replace its existing surface with a newer and more professional system to be used in Holt Arena for the University and high school home games and practices.

**IMPACT**

The cost for replacing the Holt Arena turf is anticipated to be approximately \$975,000, with funding generated through a gift from the ISU Credit Union, a gift from a group of local physicians, and from local funds within the University's athletic department.

Installation of a new turf system will positively impact the recruitment of student-athletes, the fundraising efforts of the athletic department, and the ability to sell advertising in Holt Arena. It is also anticipated that a new turf will result in a reduction of shoulder, ankle, and knee injuries.

**STAFF COMMENTS AND RECOMMENDATIONS**

This request is for Board approval of a capital project in excess of \$500,000. The source of funds is donor and athletics funds. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to proceed with the replacement of the existing turf in Holt Arena at a project cost of approximately \$975,000, and to authorize the vice president for finance and administration to execute all necessary related documents.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Contract to upgrade current Qwest TDM and ATM services to Qwest Metropolitan Optical Ethernet (QMOE)

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) requests approval to proceed with a contract to enhance voice, video and data service based on the following justifications:

ISU views this as an upgrade from current Qwest TDM (Time Division Multiplexing) and ATM (Asynchronous Transfer Mode) services to Qwest Metropolitan Optical Ethernet (QMOE). The Qwest proposal waives all costs related to installations, build-outs, and early termination fees (early termination fee for the remaining twenty months of ATM services would be \$55,000). By entering a 60-month contract for QMOE Services, Qwest will also waive all installation costs associated with the necessary fiber optic build-out in support of this upgrade.

Demand for secure, reliable, high bandwidth connectivity continues to rise. QMOE is a flexible, highly scalable solution that delivers switched Ethernet connectivity allowing ISU to extend its LAN, with control over routing and traffic prioritization, to meet this demand cost effectively.

The upgrade is a natural migration from outdated TDM and ATM services to the next generation of WAN connectivity.

QMOE provides:

- A more cost effective and transparent way to combine voice, video, data, and Internet over a single optical network with the ability to scale from 5Mbps to 1Gbps throughput while allowing granular routing and prioritization of content.
- Ease of configuration and management with a Layer2 Ethernet technology/design.
- Replacement of outdated self-limiting point-to-point and ATM T1, DS3 and OC3 WAN circuits/technology.
- A single vendor solution to interface ISU's outreach locations with the Pocatello campus.
- A significant increase of bandwidth capacity with ease of bandwidth control without changes in the transport layer as is common with DS and OC services.
- The capability for further expansion of ISU's VoIP deployment to its metropolitan locations and SIP trunking.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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The contract and purchase have been reviewed and approved by ISU legal counsel and the State Division of Purchasing.

**IMPACT**

It is in ISU's best interest to upgrade and bundle all current circuits providing our Pocatello, Meridian, Idaho Falls, Twin Falls, and other regional facilities with voice, video, and data access. The proposed contract totals \$1,136,256 (18,937.60 monthly for five years) which is less than the current \$20,910 monthly charges. Additionally, QMOE will replace existing services with a significant increase of bandwidth to key outreach locations. The University fully anticipates needing additional bandwidth and services over the five year lifetime of the contract due to growth and/or additional needs. There is no way to anticipate or estimate those additional costs at this time.

**ATTACHMENTS**

Attachment 1 – Qwest Capacity/Cost comparison	Page 3
Attachment 2 – Proposed Contract	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request to authorize ISU to enter into a contract for services in excess of \$500,000. Approval will provide ISU with better voice, video and data service, and increased bandwidth at a cost lower than it is currently paying. The agreement waives all costs related to installations, build-outs, and early termination fees of current contract. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to proceed with the Qwest Metropolitan Optical Ethernet (QMOE) contract as submitted, in an amount not to exceed \$1,136,256.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**QWEST Capacity/Cost Comparison**

**ATTACHMENT 1**

Bldg Name	Street Number	Street Name	City/Location	Current Circuits	Current Bandwidth	Current MRC	Design for	QMOE MRC
Magnuson Alumni House	554	S 7 AV	Pocatello	(1) P-P T1	1.5Mbps	\$135.00	5Mbps	\$640.00
Eli Oboler Library	850	9 AV S	Pocatello/Main Campus MPOP	OC12 w/(1) P-P DS3, (1) ATM DS3, (2x28 T1) Channelized DS3, (8) PRI BW DID	422Mbps	\$3,800.00	1 GIGE 500 Mbps	\$3,084.00
5th Street Apts	653	S 5 AV	Pocatello	(1)P-P T1/WiFi 802.11	1.5Mbps	\$135.00	5Mbps	\$640.00
Edward Dowling Diesel	510	S MAIN ST	Pocatello	DSL	1.5Mbps	\$90.00	5Mbps	\$640.00
West Campus Apts	745	S 5 AV	Pocatello	(2)P-P T1	3Mbps	\$270.00	10Mbps	\$720.00
Armory Diesel	1257	S 2 AV	Pocatello	DSL	1.5Mbps	\$90.00	5Mbps	\$640.00
Bengal Studios (Imperial 400)	1055	S 5 AV	Pocatello	(2)P-P T1	3Mbps	\$270.00	5Mbps	\$640.00
Law Enforcement (Jesse Clark Sch)	1480	BARTON RD	Pocatello	(1) P-P T1 Fractionalized	1.5Mbps	\$135.00	5Mbps	\$640.00
Center for Higher Ed (CHE)	1770	Science Center Dr	Idaho Falls/Campus	P-P DS3	45Mbps	\$3,200.00	100Mbps	\$1,200.00
Research Park	1651	ALVIN RICKEN RD	Pocatello	(1) P-P T1/WiFi 802.11	1.5Mbps	\$135.00	20Mbps	\$773.60
Eli Oboler Library	850	9 AV S	Pocatello/Main Campus MPOP	DS3 ATM	33Mbps	\$1,700.00	Disconnect	\$0.00
Evergreen Bldg (College of S Idaho)	315	Falls Ave	Twin Falls/CSI Campus	(3) T1 ATM IMA	6Mbps	\$1,500.00	10Mbps	\$720.00
ISU Meridian Health Science Center	1311	E Central Dr	Meridian	DS3 ATM	27Mbps	\$2,050.00	100Mbps	\$1,200.00
Qwest iQ Internet	850	9 Av S	Pocatello/Main Campus MPOP	OC3 Internet	155Mbps	\$7,400.00	300Mbps	\$7,400.00
<b>Comparison Totals</b>					<b>703Mbps</b>	<b>\$20,910.00</b>	<b>1070Mbps</b>	<b>\$18,937.60</b>

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Agreement Number: \_\_\_\_\_

This Qwest Metro Optical Ethernet Service Agreement ("Agreement") between **Idaho State University** ("Customer") and **Qwest Corporation** ("Qwest") is effective on the date of execution by Qwest ("Effective Date").

**1. Scope.**

**1.1** Qwest Metro Optical Ethernet Service ("MOE" or "Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the Qwest-designated physical interface between the Qwest-owned network and Customer's telecommunications equipment. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 5 Mbps in all markets (3 Mbps and 7Mbps are available in select markets) and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. Service is subject to technical publication 77411 located at <http://www.qwest.com/techpub/> ("Tech Pub"). "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**1.2** Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**1.3** Service provided herein is subject to network infrastructure availability and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. If a location requires Funding, Qwest will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

**1.4** Customer understands and agrees that Qwest supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

**1.5** "Construction" means when Service may not be available due to facilities limitations and it is necessary for Qwest to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering Qwest's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer. Qwest may assess separate Construction charges if facilities are not available to meet an order for Service and Qwest constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed Qwest's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that Qwest would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to Qwest. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of Qwest. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, Qwest will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and Qwest may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

**2. Term.**

**2.1** This Agreement is effective on the date Qwest signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires 60 months from the date Service is available to Customer, as evidenced by Qwest records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

**2.2** After the Initial Term, Customer will pay for Service at Qwest's then-current rates. Qwest will inform Customer of its then-current rates for Service upon written request.

**3. Installation/Provisioning of Service.**

**3.1** Qwest will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

**3.2** Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

**3.3** Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. Qwest will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

**4. Payment.**

**4.1** Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will pay the charges listed on Exhibit 1, including the charges for any MOE optional features on Exhibit 1. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from, and regardless of, Customer's purchase of any customer premises equipment or enhanced services from Qwest. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

**4.2** The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. Qwest will fix the MRCs during the Term so that Qwest will not pass through any Qwest initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing:  Yes  No      Promotion Expiration Date: \_\_\_\_\_  
Promotion Description, Title, or Code: \_\_\_\_\_

**5. Changes to Service.**

**5.1** Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

**5.2** A subsequent order to change or add a Service port during the Term will be assessed an NRC.

**5.3** A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

**5.4** Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

**5.5** Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

**6. Termination.** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay Qwest the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

**7. Licenses; Dispatch Fee.**

**7.1** If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

**7.2** Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

**8. Disclaimer Of Warranties.** QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

**9. Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY, SET FORTH IN THE SLA. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

**10. Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to

damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

**11. Indemnification.** Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

**12. Confidentiality; Publicity.** Except to the extent required by an open records act or similar law or as may be required under the policies of the State Board of Education in connection with approving Customer's signing of this Agreement, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

**13. Governing Law; Dispute Resolution.**

**13.1 Governing Law; Forum.** This Agreement will be governed by the laws of the state of Idaho, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**13.2 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**14. Notices.** Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**15. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving Qwest not less than 30 days prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination.

**16. General Provisions.** Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances, and represents that it will not

resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity (e.g., End User). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

**Idaho State University**

**Qwest Corporation**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name Typed or Printed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name Typed or Printed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

<b>FOR QC INTERNAL USE ONLY</b>
<b>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS IS NOT NECESSARY)</b>
AQCB Quote No.
Date Concurred:

Agreement Number: \_\_\_\_\_

Idaho State University

EXHIBIT 1

*(COCC MRC required for Central Office design)*

*(EwET Customer Interface MRC and Total Chan Term & Transport Mileage MRC required for Ethernet with Extended Transport design)*

*(Show N/A, if an MRC does not apply)*

Location (Address, City, State)	Band-width Profile	Band-width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Customer Interface MRC	DS3 Total Chan Term & Transport Mileage	
					MRC	NRC		MRC	NRC
554 S 7 <sup>th</sup> Ave, Pocatello	5 Mbps	\$640	10/100 Mb	\$600	\$	\$	\$0	\$	\$
850 9 Ave S, Pocaettlo	1000 Mbps	\$5,440	1000 Mbp	\$1200	\$	\$	\$	\$	\$
653 S 5 Ave, Pocatello	5 Mbps	\$640	10/100 Mb	\$600	\$	\$	\$	\$	\$
510 S Main Street, Pocatello	5 Mbps	\$640	10/100 Mb	\$600	\$	\$	\$	\$	\$
745 S 5 Ave, Pocatello	10 Mbps	\$720	10/100 Mb	\$600	\$	\$	\$	\$	\$
1257 s 2 Ave, Pocatello	5 Mbps	\$640	10/100 Mb	\$600	\$	\$	\$	\$	\$
1055 S 5 Ave, Pocatello	5 Mbps	\$640	10/100 Mb	\$600	\$	\$	\$	\$	\$
1480 Barton Rd, Pocatello	5 Mbps	\$640	10/100 Mb	\$600	\$	\$	\$	\$	\$
1651 Alvin Ricken Rd, Pocatello	20 Mbps	\$773.60	10/100 Mb	\$1200	\$	\$	\$	\$	\$
460 Park Ave, Idaho Falls	400 Mbps	\$2,613	10/100 Mb	\$1200	\$	\$	\$	\$	\$
1770 Science Center Dr., Idaho Falls	100 Mbps	\$1200	1000 Mbp	\$1200	\$	\$	\$	\$	\$
315 Falls Ave, Twin Falls	10 Mbps	\$720	10/100 Mb	\$600	\$	\$	\$	\$	\$
1311 E Central Dr., Meridian	100 Mbps	\$1200	1000 Mbp	\$1200	\$	\$	\$	\$	\$
	SELECT	\$	SELECT	\$	\$	\$	\$	\$	\$
	SELECT	\$	SELECT	\$	\$	\$	\$	\$	\$
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	SELECT	\$	SELECT	\$	\$	\$	\$	\$	\$

Optional Features for MOE:

Location (Address, City, State)	Protect Routing MRC (only applies to the locations showing an MRC)	QoS – MBPS Required (only applies to locations showing an MRC)	Multiple EVCs Quantities (only applies to locations showing an MRC)	Diversity (only applies to locations showing an MRC)	
				MRC	NRC
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Retail operations master licensing agreement – Starbucks Corporation

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.3 V.K.1 and V.K.2.

**BACKGROUND/DISCUSSION**

University of Idaho management, after a review of current offerings on campus, has determined that there exists an unmet demand for a Starbucks location to offer Starbucks branded coffee and related items. The proposed location will be in the existing University Bookstore and will be operated by the University under a license agreement with Starbucks. Expectations are that the location will generate moderate income for the University and will enhance both the student life experience and improve the sales in the Bookstore through increased foot traffic.

This is a branded concept; direct negotiations were used in the procurement process.

**IMPACT**

The initial term of this agreement is for ten years with a termination option in year five. A small initial license fee and an ongoing royalty based on percentage of gross sales are anticipated to total \$460,000 over the term of the agreement. Additionally, an initial design and construction of the facility improvements is expected not to exceed \$528,000. Supplies, retail inventories and ingredients will be purchased from Starbucks through the licensing agreement using operating revenues from the location.

Total construction costs and anticipated licensing costs under the contract is \$988,000 over the full anticipated term. Attachment 3 is a pro-forma operating budget showing anticipated sales, expenses and net revenues over the life of the contract, with projected net revenues totaling \$1,325,093 (net of operating expenses including royalties).

**ATTACHMENTS**

Attachment 1 – Proposed Master Licensing Agreement	Page 3
Attachment 2 – Capital Projects Tracking Sheet	Page 63
Attachment 3 – Pro-forma Operating Budget	Page 64

**STAFF COMMENTS AND RECOMMENDATIONS**

This is a request to approve a licensing agreement and a related capital project in excess of \$500,000. The licensing agreement includes a one-time license fee

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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in the amount \$30,000. In addition, a royalty of 7% of gross revenue is payable throughout the term of the agreement. The University would provide facility improvements for the retail location at an estimated cost of \$528,000 (source of funds: university bookstore reserve and maintenance funds). Based on the pro-forma operating budget, the University would break-even at year five, with an internal rate of return calculated at 19% at the end of the 10 year agreement. Staff identifies several issues which the Board may want to evaluate in its deliberation on this project:

1. What are the University's assumptions behind gross sales and cost of goods sold?
2. What are the assumptions behind operating expenses (especially labor and royalties)?
3. Are the University's assumptions reasonable and the project viable?

**BOARD ACTION**

I move to approve the master licensing agreement for a coffee service location between the University of Idaho and Starbucks Corporation in substantial conformance to the form submitted to the Board. Contained within this motion is a request by the University of Idaho to implement a Capital Project to improve and upgrade to the Bookstore to facilitate this retail operation in an amount not to exceed \$528,000. Authorization includes the authority to execute all necessary and requisite consulting, construction and vendor contracts to implement the design and construction phases of the project.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**STARBUCKS CORPORATION  
MASTER LICENSING AGREEMENT**

THIS MASTER LICENSING AGREEMENT (this “Agreement”) is by and between Starbucks Corporation, a Washington corporation (“Starbucks”), and the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“Licensee”) and is effective as of the Effective Date.

**RECITALS**

A. Starbucks operates specialty retail stores engaged in the sale of coffee, tea, and espresso and other beverages, whole bean coffee, related hardware items, food, and other retail merchandise.

B. Licensee and Starbucks desire to enter into this Agreement requiring Licensee to operate [REDACTED] Starbucks Store within the Licensed Site at the location in the United States (excluding Alaska, Hawaii and the territories, protectorates and commonwealths of the United States) designated on Exhibit A (the “Licensed Site”).

C. Licensee desires to obtain the right to develop and operate the Starbucks Store as an amenity to service Licensee’s customer base, and with the anticipation that the incremental revenues of Licensee attributable to the Starbucks Store operated pursuant hereto will qualify the arrangement provided for herein as an exempt “fractional franchise” or “sophisticated franchisee”, as appropriate and as defined in Section 7.15.

D. Starbucks is willing to grant to Licensee such development and operating rights on the terms and subject to the conditions set forth in this Agreement in reliance on the written representations and warranties that Licensee has made to Starbucks in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, of the following terms and conditions, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**DEFINITIONS**

The following terms used herein shall have the following definitions:

Advertising Fee. “Advertising Fee” shall have the meaning set forth in Section 2.11.

Agreement. “Agreement” shall mean this Agreement executed on the date first set forth above between Starbucks and Licensee, as defined in the preamble hereto.

Approved Licensee Trade Name. “Approved Licensee Trade Name” shall mean (i) “the University of Idaho”; and (ii) any other name used by Licensee for a university, if approved in writing by Starbucks, which approval may be granted or withheld in Starbucks sole and absolute discretion.

Change of Control. “Change of Control” shall mean any transaction or series of related transactions that result in a change in the identities of the persons or entities that possess, directly or indirectly, the right to vote a majority of the voting interests in the Licensee or any Parent Licensee (defined in Section 6.5.3), or that possess the right to determine a majority of the board of directors, management committee or similar governing body of the Licensee or any Parent Licensee.

Commencement Date. “Commencement Date” shall have the meaning set forth in Section 2.2.

Confidential Information. “Confidential Information” shall have the meaning set forth in Section 5.11.1.

Coupons. “Coupons” shall have the meaning set forth in Section 5.13.

Development Right and Obligation. “Development Right and Obligation” shall have the meaning set forth in Section 3.2.

Discounts. “Discounts” shall have the meaning set forth in Section 5.13.

Effective Date. “Effective Date” shall have the meaning set forth in Section 7.16.

Employee(s). “Employee(s)” shall have the meaning set forth in Section 4.1.

Fiscal Month. “Fiscal Month” shall have the meaning set forth in Section 2.3.

Gift Certificates. “Gift Certificates” shall have the meaning set forth in Section 5.13.

Gross Revenue. “Gross Revenue” shall have the meaning set forth in Section 2.2.

Initial and Advanced Store Training Programs. Starbucks “Initial Store Training Program” shall mean the program developed by and presented by Starbucks that trains employees concerning coffee and its preparation and in the operational aspects of Starbucks Store. Starbucks “Advanced Store Training Program” shall mean the program developed by and presented by Starbucks that trains managers in the product knowledge and operational aspects and managerial aspects of the Starbucks System and Starbucks Store, and that trains participants in how to train Regular Employees to do their jobs within Starbucks Store to the level of training as presented in the Initial Store Training Program.

Lessor. “Lessor” shall mean the party with whom Licensee has an Occupancy Agreement that allows Licensee to operate a concession, lease space, sublet or license or engage in other business ventures on property controlled by such Lessor. For definitional purposes, a party granting an Occupancy Agreement to Licensee shall be referred to as a Lessor even if Licensee and such party do not have a landlord-tenant relationship.

License. “License” shall have the meaning set forth in Section 1.1.

Licensee. “Licensee” shall mean the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho, as defined in the preamble hereto.

License Fee. “License Fee” shall have the meaning set forth in Section 2.1.

Licensed Site. “Licensed Site” shall have the meaning set forth in Recital B.

Management Employee. “Management Employee” shall have the meaning set forth in Section 4.1.

Manual. The “Manual” shall mean the series of documents, publications, and bulletins, as amended from time to time by Starbucks which supplement this Agreement and are designated as such by Starbucks as the mandatory guide (except where such Manual expressly indicates that any portion thereof is advisory or may be adopted by Licensee in its discretion) for the development and operation of the Starbucks Store, which is hereby incorporated by reference as if fully set forth herein and which shall be deemed to be proprietary to and Confidential Information of Starbucks. Starbucks shall have the continuing right to revise the Manual, and each update, modification, and expansion of and to the Manual adopted from time to time by Starbucks shall become a part thereof and accepted by Licensee.

Occupancy Agreements. “Occupancy Agreements” shall mean those agreements, however denominated, that allow Licensee to lease, manage and/or operate concessions and stores at property owned by third parties. Without limiting the foregoing, Occupancy Agreements include all leases, subleases, concession agreements, licenses, and similar arrangements between Licensee and third parties.

Operating Agreement. “Operating Agreement” shall have the meaning set forth in Section 3.1.

Regular Employee. “Regular Employee” shall have the meaning set forth in Section 4.1.

Royalty. “Royalty” shall have the meaning set forth in Section 2.2.

Starbucks. “Starbucks” shall mean Starbucks Corporation, a Washington corporation, as defined in the preamble hereto.

Starbucks Card License Agreement. “Starbucks Card License Agreement” shall mean the agreement attached hereto as Exhibit B.

Starbucks Store. “Starbucks Store” shall mean the Starbucks retail coffee bars or whole bean coffee stores, as the case may be, as operated by Licensee pursuant to this Agreement.

Starbucks System. “Starbucks System” shall mean the business operation system licensed on a nonexclusive basis to Licensee that allows Licensee to operate the Starbucks Store, including specifications for interior and exterior store design; other items of trade dress; specifications for equipment, fixtures, and uniforms; defined product and service offerings and preparation methods; standard operating and administrative procedures; and management and technical training programs, all as the same may exist today or as they may change from time to time, as specified in the Manual or as otherwise reasonably directed by Starbucks from time to time. The Starbucks System has been developed by Starbucks and is owned by Starbucks.

Trademarks. “Trademarks” means the trade name and service mark “Starbucks” and certain other trademarks, service marks, logos, designs, emblems, trade dress and other indicia of origin of Starbucks, and any variation thereof that Starbucks may approve in writing and any translation of any of the above.

Transfer. “Transfer” means any voluntary, involuntary, direct or indirect assignment, sale, issuance, gift or other transfer of any interest identified in Section 6.5.

## ARTICLE 1.0 THE LICENSE

**1.1 Grant of License.** Subject to the terms and conditions of this Agreement, Starbucks hereby grants to Licensee a nonexclusive license (the “License”) to construct the Starbucks Store as set forth in Section 1.2.3 of this Agreement and to use the Starbucks System and the Trademarks to develop and operate the Starbucks Store to be located solely within the interior of the Licensed Site identified in Exhibit A to this Agreement, all in strict accordance with this Agreement. Except as Starbucks may otherwise expressly approve in writing and, in its sole and absolute discretion, the License granted hereunder shall terminate immediately as to the Licensed Site in the event that the Licensed Site ceases to do business under an Approved Licensee Trade Name. The grant of the License is further contingent upon the contemporaneous execution of the Starbucks Card License Agreement in the form attached hereto as Exhibit B.

### 1.2 Limitations on Grant.

**1.2.1 Channels of Distribution.** Except as otherwise expressly set forth herein, Licensee shall have the right to sell Starbucks products only by retail sale through the Starbucks Store operated in accordance with this Agreement. Licensee shall have no right to sell Starbucks products through any trade or distribution channel other than the Starbucks Store and without limiting the foregoing, Licensee shall not sell Starbucks products by wholesale, mail order, on-line computer sales or other computer sales methods, by specialty sales, or by any other means outside of the Starbucks Store.

**1.2.2 Sublicenses.** Licensee shall have no right to subfranchise, partially assign its rights or grant licenses to third parties under this Agreement.

**1.2.3 Development and Operation.** Licensee hereby agrees to construct, develop and operate, at its sole cost and expense, [REDACTED] Starbucks Store in accordance with this Agreement within the interior of the Licensed Site listed on Exhibit A, to be opened in accordance with the timetable set forth in Section 3.2. Licensee shall not be entitled to construct, develop and operate more than [REDACTED] Starbucks Store under this Agreement.

**1.2.4 Location.** Licensee agrees to operate the Starbucks Store within the Licensed Site at the specific location determined pursuant to this Agreement. The location of the Starbucks Store within the Licensed Site shall be initially proposed by Licensee but shall be subject to the approval of Starbucks in its sole and absolute discretion. Licensee acknowledges that (i) it will receive no exclusivity with respect to radius, area or territory, and that the License granted hereby is intended as an amenity and expanded product offering to serve Licensee's customer base; (ii) pursuant to certain agreements to which Starbucks is currently a party or to which it may in the future become a party, Starbucks may be subject to contractual or other legal limitations on its right to grant licenses within the specified geographic area in which Licensee requests to open the Starbucks Store and Starbucks can withhold its approval for Licensee to open the Starbucks Store to the extent so required; and (iii) further acknowledges that Starbucks may, in its sole and absolute discretion, establish additional Starbucks locations operated by Starbucks or by other parties in the immediate vicinity of the location licensed pursuant to this Agreement. Licensee acknowledges that its operations pursuant to this Agreement may be in competition with those of other licensees or operations of Starbucks or its affiliates. Licensee shall not assert and hereby agrees, upon request by Starbucks, to waive (solely to the extent it would otherwise restrict the operation of a Starbucks specialty retail store, kiosk, cart or other retail unit) the benefits of any exclusivity or protection against similar or competing businesses to which it may be entitled as of the date hereof or become entitled after the date hereof under any Occupancy Agreement or otherwise, beginning on the Effective Date of this Agreement through the termination or expiration of the last Operating Agreement. Licensee shall grant such waivers in the form attached hereto as Exhibit C or Starbucks then-current form. Furthermore, Licensee shall not (a) request or negotiate, or otherwise seek to obtain in the future any exclusivity rights or other protection against similar or competing businesses; or (b) enter into any agreement with a third party by which the Licensee would be restricted, in any manner, from selling the full line of Starbucks products at the Starbucks Store.

## ARTICLE 2.0 FEES, ROYALTIES, AND PAYMENTS

**2.1 License Fee.** In consideration of the rights and obligations granted herein, Licensee will pay a fee (the "License Fee") in the amount of [REDACTED] for the Starbucks Store opened by Licensee in the Licensed Site, as set forth on Exhibit A. The License Fee paid hereunder is due to Starbucks on the execution of this Agreement and is considered fully earned and nonrefundable upon payment.

**2.2 Royalty to Starbucks.** Starting on the first day that the Starbucks Store in the Licensed Site opens to the public (the “Commencement Date”), Licensee shall pay Starbucks a royalty (the “Royalty”) equal to [REDACTED] of Gross Revenue from the Starbucks Store throughout the term of this Agreement.

“Gross Revenue” shall mean, with respect to the Starbucks Store operated pursuant hereto, the total of all revenues derived from the Starbucks Store during the term of the License, whether such revenues are evidenced by cash, services, property, or other means of exchange, and whether Starbucks offers such services or products in its other locations, and shall include without limitation, the following: (i) sales, monies, property, or receipts from sales, of any nature or kind whatsoever, derived by Licensee or by any other person or entity (including without limitation persons controlling, controlled by, or under common control with Licensee); (ii) sales of Starbucks products in contravention of this Agreement at locations other than the Starbucks Store; (iii) the proceeds of any business interruption insurance allocable to the Starbucks Store; (iv) sales from vending devices allocable to the Starbucks Store; (v) mail, Internet, or telephone orders or filled on or from the Starbucks Store; (vi) all deposits not refunded to purchasers; (vii) orders taken related to the Starbucks Store although filled elsewhere; and (viii) any other fees, commissions, or rental or license receipts, or other revenues received by Licensee related to the Starbucks Store. There shall be no reduction for the costs or expenses of operating the Starbucks Store at the Licensed Site for discounted or sale items, bad debt or for federal, state, or local income taxes or business and occupation taxes related to the Starbucks Store. “Gross Revenue” shall exclude (a) the amount of any state or local sales or use tax actually paid by Licensee attributable to the operations of the Starbucks Store, and (b) sales of fixtures or other capital items sold by Licensee after use thereof in the operation of the Starbucks Store.

**2.3 Payment of Royalties.** Licensee will calculate the Royalty due to Starbucks for each fiscal month (“Fiscal Month”) (based on a fiscal year of four (4) quarters of thirteen (13) weeks each) and submit payment to Starbucks in the manner required by Starbucks for the amount due together with a statement of Licensee’s Gross Revenue for the Fiscal Month no later than twenty-five (25) days following the expiration of the Fiscal Month for which such Royalty payment is due.

**2.3.1** If (i) Licensee fails to pay the Royalty by the twenty-fifth (25<sup>th</sup>) day following the expiration of the Fiscal Month for which such Royalty payment is due; (ii) Starbucks gives Licensee notice of such failure and five (5) days within which to cure such failure; and (iii) Licensee fails to make payment within such five day period, Licensee shall pay a late fee in the amount of Twenty-Five Dollars (\$25) per day per Starbucks Store beginning on the twenty-sixth (26<sup>th</sup>) day following the expiration of the Fiscal Month for which such Royalty payment is due and continuing until such Royalty (and the interest accruing on such Royalty in accordance with Section 7.11) has been paid to Starbucks.

**2.3.2** Further, without limiting the foregoing, in the event that Licensee fails to pay the Royalty by the twenty-fifth (25<sup>th</sup>) day following the expiration of the Fiscal Month for which such Royalty payment is due, Starbucks shall have the right to estimate the amount of such Royalty and invoice Licensee for such Royalty which shall constitute notice to Licensee of



its failure to pay pursuant to Section 2.3.1. Licensee shall submit payment within five (5) days of receipt of such invoice. Such estimate shall be in Starbucks sole and absolute discretion and may be based on (i) the monthly and/or weekly report(s) prepared and delivered to Starbucks in accordance with Sections 2.3 and 5.12.2 covering the period for which such Royalty is due; (ii) past weekly or monthly reports prepared and delivered to Starbucks in accordance with Sections 2.3 and 5.12.2; (iii) the volume of coffee and other products purchased for Licensee's Starbucks Store for the Fiscal Month for which such Royalty is due; and (iv) the Royalty paid by comparable licensees of Starbucks for the Fiscal Month for which such Royalty is due, in terms of the number and size of the Starbucks Stores operated by such licensees and the markets in which such stores operate. Notwithstanding anything herein to the contrary, in no event shall any estimate by Starbucks in accordance with this paragraph relieve Licensee of its obligation to timely pay any Royalty as calculated in accordance with Section 2.3 or late fee as calculated in accordance with Section 2.3.1, or allow Licensee to avoid the payment of any interest with respect to any late Royalty in accordance with Section 7.11 or any other penalties or further obligations Starbucks may impose upon Licensee in connection with Licensee's failure to accurately or otherwise report Gross Revenue or timely pay the Royalty, including without limitation those in Sections 5.12.2 and 6.1.2.

**2.4 Supplies and Promotional Materials.** Licensee shall purchase for the Starbucks Store it opens an initial supply of smallwares and promotional materials from Starbucks and, from time to time, shall purchase additional smallwares and promotional materials from Starbucks or a vendor approved by Starbucks to maintain that supply. Promotional materials are materials such as customer brochures and counter cards that contain the Trademarks. Starbucks will supply these materials to Licensee at the prices set by Starbucks which shall be within the range of prices prevailing in the industry and shall be set forth in the Manual or a supplemental price sheet delivered to Licensee.

**2.5 Training and Fees.** The form of training will be at Starbucks discretion and set forth in the Manual. Licensee shall pay for the fees and costs typically charged by Starbucks for training at least one (1) Management Employee and six (6) Regular Employees for the Starbucks Store, unless in Starbucks business judgment, the location or size of the Starbucks Store requires additional employees be trained prior to opening. For all other training requested by Licensee or required by Starbucks pursuant to Sections 4.4 and 5.4.2, Starbucks may charge reasonable fees and costs for materials and participation. Starbucks shall not be responsible for any out-of-pocket expenses, travel, hotel, or salary costs incurred during training by Licensee personnel (including without limitation any Management Employees or Regular Employees).

**2.6 INTENTIONALLY DELETED. NUMBERING RESERVED.**

**2.7 Initial Design and Fabrication; Refurbishment Costs.**

**2.7.1 Design, Fabrication, and Set-up.** Starbucks shall provide Licensee with the schematic design and design development drawings (but not permit drawings or detailed construction drawings) for the Starbucks Store at the Licensed Site set forth on Exhibit A, based on plans, specifications and criteria established by Starbucks in accordance with its trade dress and business practice and conformed to the floor plan specifications for the Starbucks Store.

Licensee shall hire an architect or engineer to engage in local code review and shall be responsible for all permitting and code compliance, including the preparation and submission of stamped construction plans acceptable for permit filings. Licensee shall be responsible for all other development expenses associated with the Starbucks Store, including without limitation, expenses necessary to prepare a Licensed Site for installation and construction of the Starbucks Store, expenses for acquiring all furniture, fixtures, signage, equipment and improvements for the Starbucks Store, and all expenses associated with the development, construction and opening of the Starbucks Store. Licensee shall pay for any site survey required for the Starbucks Store and provide the completed survey to Starbucks. Licensee shall build and install the Starbucks Store using a general contractor and Starbucks-approved installer, acting reasonably and diligently completing the construction related thereto in a good and workmanlike manner at Licensee's expense and in accordance with the details and specifications as defined in the design drawings. Licensee may not alter the design of the Starbucks Store without Starbucks prior written approval. The design plans and specifications provided to Licensee are proprietary and confidential information belonging to Starbucks, may not be copied or reproduced except to the extent necessary by Licensee's architects or contractors in the performance of their duties and must be returned to Starbucks upon the closing of the Starbucks Store. The design plans and specifications shall not be used as construction plans or blue-prints for the Starbucks Store, but only as required design concept drawings which shall be incorporated by Licensee and its architect and contractor in the preparation of construction documents. Licensee hereby releases and shall indemnify Starbucks and its agents, including architects and engineers employed or contracted by Starbucks, from any liability or damages arising from code compliance, omissions or structural flaws in the construction of the premises.

**2.7.2 Refurbishment.** From time to time, at Starbucks request, Licensee, at its expense, shall refurbish the Starbucks Store as needed to maintain the building design, trade dress, color schemes, and presentation then used by Starbucks in its other operations. Refurbishment may include, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. Design fees related to refurbishment shall be paid for by the Licensee.

## **2.8 Purchase of Products.**

**2.8.1 Coffee and Tea.** Licensee shall purchase from Starbucks (or any approved supplier specifically designated in writing by Starbucks) all coffee and tea sold in the Starbucks Store(s). Starbucks will sell to Licensee each type and size of the various blends and roasts of coffee to be used in the preparation of on-site beverages for resale and required to be sold in the Starbucks Store(s) at one or more Licensed Sites on the purchase order form required by Starbucks and at the prices set forth on Schedule 2.8 as of the execution of this Agreement, and thereafter at prices adjusted to reflect changes in Starbucks commodity and processing costs, as set forth in the Manual or supplemental price sheets provided to Licensee from time to time, which shall supersede the coffee prices set forth on Schedule 2.8, which is attached hereto. Notwithstanding the foregoing, prices for seasonal, varietal, and rare blend coffees shall be established and revised by Starbucks in its sole discretion.



**2.8.2 Other Products.** Licensee shall purchase all other products, services, and merchandise required or otherwise approved by Starbucks for sale through the Starbucks Store from either (i) Starbucks; or (ii) such other vendors that meet Starbucks specifications and that have been approved in writing by Starbucks. Items purchased from Starbucks shall be purchased on the purchase order form required by Starbucks. Licensee may submit samples of such products from other vendors to Starbucks for testing and approval under the procedures set forth in Section 5.9.1.

**2.8.3 Shipment.** All coffee and other products shall be delivered to Licensee's designated destination by Starbucks designated carrier. Policies with respect to products, returns, and product quality are contained in the Manual. The cost of freight for coffee and other products is set forth in Schedule 2.8 and in the product guides and price lists periodically provided to Licensee; except that if Starbucks is required to ship coffee or other products to Licensee's Starbucks Store(s) on an expedited basis for any reason including, without limitation, as a result of improper, inaccurate or insufficient ordering by Licensee, then Licensee shall reimburse Starbucks for the increased cost of freight resulting from such expedited coffee or product shipments.

**2.9 Taxes.** Licensee shall pay to Starbucks or the appropriate taxing authority, the amount of all sales taxes, gross receipt taxes, use taxes, real estate taxes, personal property taxes, and similar taxes imposed on, or paid on account of, any goods or services or licenses furnished by sale, lease, or otherwise by Starbucks, and all amounts that Starbucks may advance, pay, or become obligated to pay on Licensee's behalf for any reason whatsoever, except for income taxes or similar taxes imposed on net income. Licensee must provide Starbucks with valid and properly executed tax exemption certificates before any such exemption shall become effective.

**2.10 Payment of Invoices.** All invoices for products, services, fees, and expenses issued by Starbucks are due upon issuance and payable by Licensee in the manner required by Starbucks within thirty (30) days from the date of issuance except as otherwise provided herein.

**2.11 Marketing Contribution.** With respect to the Starbucks Store operated pursuant hereto, Licensee shall pay to Starbucks a monthly contribution (the "Advertising Fee") in an amount equal to [REDACTED] of the Gross Revenue of the Starbucks Store throughout the term of this Agreement. Licensee will calculate the Advertising Fee due Starbucks for each fiscal month and submit payment for the amount due no later than twenty-five (25) days following the expiration of the month for which such Advertising Fee is due. Starbucks shall direct all advertising and promotional programs, with sole discretion over the concepts, materials and media used in such programs and the placement and allocation thereof. Licensee agrees and acknowledges that the Advertising Fee is intended to maximize general public recognition and acceptance of the Starbucks System, and that Starbucks and its designees undertake no obligation to make expenditures for Licensee or any other participant therein which are equivalent or proportionate to its contribution and that Starbucks shall not be required to render any accounting of such Advertising Fee to Licensee.

Licensee shall independently expend on a quarterly basis an amount not less than one percent (1%) of the Gross Revenue of the Starbucks Store for local or regional advertising and

shall submit to Starbucks a written accounting of such advertising expenditures by the thirtieth (30th) day following the end of each of Starbucks fiscal quarters. Starbucks marketing and legal departments shall approve all such marketing materials, and any use of Starbucks Trademarks, prior to use by Licensee.

### ARTICLE 3.0 TERM

**3.1 Term of License.** Subject to the termination rights of the parties as set forth in Article 6, this Agreement and the License granted in Section 1.1 for the use of the Starbucks System and Trademarks in operating the Starbucks Store (the “Operating Agreement”) shall be for a term of [REDACTED] for the Starbucks Store commencing on the Commencement Date and expiring on the last day of the month in which the [REDACTED] anniversary of the Commencement Date for the Starbucks Store occurs. There are no renewal rights under this Agreement. Upon expiration of the Operating Agreement for the Starbucks Store, the parties may negotiate to enter into a new licensing agreement for the Starbucks Store. Any new licensing agreement shall be on Starbucks then-current form of licensing agreement and economic terms.

**3.2 Term of Development Right and Obligation.** Subject to the termination rights of the parties as set forth in Article 6, the License granted in Section 1.1 for the construction and development of the Starbucks Store at the Licensed Site (the “Development Right and Obligation”), but not the right to operate the existing Starbucks Store for the term set forth in Section 3.1, shall expire on the [REDACTED] anniversary of the Effective Date.

Failure to meet the Development Right and Obligation is a material breach of this Agreement. In the event Licensee does not fulfill the Development Right and Obligation set forth herein for any reason, Starbucks may, at its election, terminate Licensee’s right to develop the Starbucks Store.

**3.3 Term of Agreement.** Subject to the termination rights of the parties as set forth in Article 6 below, this Agreement shall terminate upon the termination or expiration in accordance with Section 3.1 of all Operating Agreements for the Starbucks Store operated by Licensee hereunder.

### ARTICLE 4.0 PREOPENING ASSISTANCE AND REQUIREMENTS

**4.1 Training Programs.** Licensee acknowledges that quality control and adherence to the Starbucks System are required to preserve and enhance the value of the Starbucks System and the License. As a condition precedent to Licensee’s right hereunder to open the Starbucks Store to the public, all newly hired and replacement managers of Licensee’s Starbucks Store (“Management Employees”) shall successfully complete, to Starbucks satisfaction, the “Initial Store Training Program” and the “Advanced Store Training Program”. Furthermore, all employees must complete the required training programs prior to working unsupervised in the Starbucks Store. Licensee and Starbucks shall determine training dates for Licensee’s staff prior to opening the Starbucks Store. The determination of training dates shall be based on the

projected opening date for the Starbucks Store, the training requirements, and the availability of training locations and personnel. Licensee acknowledges that once training dates have been established the failure of Licensee to make its personnel available for training at the designated location may result in delays in opening, additional training costs and expenses, or other adverse consequences for which Licensee shall be solely responsible. Employees of Licensee having managerial responsibilities at Licensee's Starbucks Store shall have a skill level, training and experience commensurate with the demands of the position, and in keeping with Starbucks high standards for quality products, courteous service, and cleanliness of operations. Also, each non-Management Employee of Licensee who will work in the Starbucks Store ("Regular Employee") shall, prior to, and as a condition precedent to the opening of the Starbucks Store, complete training to Starbucks satisfaction to the level of Starbucks Initial Store Training Program. Such Management Employee(s) and Regular Employee(s) are referred to in this Agreement collectively or where no distinction is intended as "Employee(s)." Licensee shall pay training costs and related expenses of each person who attends any such training programs on its behalf. Starbucks shall not be responsible for paying the salaries and expenses (including without limitation travel, room and board expenses or any other out-of-pocket expenses) of employees of Licensee who are attending training programs. Subsequent to opening the Starbucks Store at the Licensed Site, training with respect to the Starbucks Store shall be governed by Sections 4.4 and 5.4.

**4.2 Opening Assistance.** Starbucks shall furnish to Licensee one (1) person experienced in the Starbucks System to assist Licensee for a minimum of ten (10) days in conjunction with, and prior to, the opening of the Starbucks Store.

**4.3 Opening Timetable.** Licensee shall locate the Starbucks Store within the Licensed Site listed on Exhibit A and obtain Starbucks approval for the location within the Licensed Site promptly following execution of this Agreement. Initial training for Licensee's employees will be scheduled [REDACTED] pursuant to this Section. Licensee acknowledges that once an opening date for the Starbucks Store has been established, any postponement of such opening date by Licensee may result in additional shipping costs for equipment, products or inventory, additional training costs and expenses, or other adverse consequences for which Licensee shall be solely responsible. Licensee shall commence construction promptly [REDACTED] and shall open the Starbucks Store promptly [REDACTED]. Within [REDACTED] from the Effective Date, Licensee shall have opened the Starbucks Store contemplated by this Agreement within the Licensed Site listed on Exhibit A.

**4.4 Additional Training.** Starbucks reserves the right to offer additional, ongoing and supplemental training programs at such times and locations as Starbucks may designate. Starbucks reserves the right to make certain of these training programs mandatory for Licensee, Licensee's management employees, and other key employees. Such training may or may not be at additional cost to Licensee, unless the training is requested by Licensee or required by Starbucks in accordance with Section 5.4.2 on account of (i) turnover of Licensee's Regular or Management Employees; (ii) noncompliance by Licensee with the Starbucks System or Starbucks operational standards, or (iii) failure to adequately staff the Starbucks Store in

accordance with the terms and conditions of this Agreement, in which case Licensee shall reimburse Starbucks for the costs, fees and expenses associated with such training, including without limitation travel, room and board, and a reasonable fee for the time of each Starbucks trainer used in the training. Nothing in this Section 4.4 or Section 5.4.2 shall obligate Starbucks to pay or reimburse Licensee for any salary costs or out-of-pocket expenses, including without limitation, travel and room and board incurred by Licensee in connection with its employees' attendance at training (including without limitation any Management Employees or Regular Employees).

## **ARTICLE 5.0 OPERATION OF THE BUSINESS**

**5.1 Standards of Performance and Quality.** Licensee acknowledges and agrees that Starbucks (i) maintains high and consistent standards for beverage and food quality and customer service; (ii) has established a favorable public reputation; and (iii) has acquired and created substantial goodwill for specialty retail stores operated under the Starbucks System. Licensee agrees to operate the Starbucks Store in accordance with Starbucks high and consistent standards for merchandise quality and customer service and to maintain such reputation and goodwill. Licensee understands and acknowledges that it is important to Starbucks and Licensee to develop and maintain high and uniform operating standards, to increase the demand for Starbucks products and services, and to protect the reputation and goodwill of Starbucks and the Starbucks System. Without limiting the standards of performance set forth in the Manual, Licensee covenants and agrees as follows:

**5.1.1** Licensee shall ensure that the Starbucks Store has continuous coverage during all hours of operation at the staffing levels specified in Section 5.1.18. The continuous coverage of the Starbucks Store must be provided only by Regular Employees who have completed, at a minimum, the Initial Store Training Program and by Management Employees who have completed both Initial Store Training Program and Advanced Store Training Program. In addition, Licensee must ensure that a Management Employee is supervising the Licensed Site during all hours of operation of the Starbucks Store.

**5.1.2** Licensee shall operate the Starbucks Store in accordance with the standards of service, advertising, product assortment, promotion, environmental protection, management, and cleanliness prescribed by Starbucks; comply with all business policies, practices, and procedures required by Starbucks; maintain the physical facilities of each Starbucks Store at a "like new" level of cosmetic appearance; offer and sell at the Starbucks Store only those services and products approved by Starbucks; maintain around the perimeter of the Starbucks Store unobstructed aisle space that permits reasonable pedestrian circulation (subject only to portions of the perimeter that consist of or adjoin external walls or other permanent structural features included within the approved design for the Starbucks Store); open and operate continuously no fewer than twelve (12) hours daily, unless approved in writing by Starbucks; refrain from displaying within ten (10) feet from the counter of the Starbucks Store any products, services or other items not approved in writing by Starbucks in its sole and absolute discretion; refrain from otherwise displaying, offering or selling any products, services or other items not approved in writing by Starbucks in its sole and absolute discretion in such a

manner as to suggest an unauthorized association with the Starbucks Store or to denigrate the goodwill and reputation of the Starbucks Store; and maintain the interior and exterior of the Starbucks Store in a sound, clean, and attractive condition.

**5.1.3** Except as Starbucks may otherwise direct in writing, Starbucks shall be the sole supplier of coffee, tea and other proprietary items for the Starbucks Store. Subject to Section 5.9.1, Licensee may purchase non-proprietary items from vendors that have been approved by Starbucks. All such non-proprietary items shall meet Starbucks specifications and standards. Licensee agrees to carry Starbucks core items designated by Starbucks which may be modified from time to time. Licensee shall not use, sell, display or promote any other products or merchandise without prior written consent from Starbucks, which may be granted or withheld in Starbucks sole and absolute discretion. Licensee shall obtain and use materials distinctive to the operations of the Starbucks Store (napkins, paper bags, etc.) only of the kind now or hereafter marketed or licensed by Starbucks in accordance with its specifications. Without limiting the foregoing, Licensee specifically acknowledges and agrees that the cup used to serve Starbucks coffee is an integral and valuable part of the Starbucks system. Licensee therefore agrees to use in the operation of its Starbucks Store only cups that comply with Starbucks specifications which are subject to change by Starbucks from time to time.

**5.1.4** Licensee shall operate each Starbucks Store solely as a Starbucks Store and for no other purpose. Licensee shall not alter, add to, or delete from any portion of the Starbucks Store, Starbucks System, Trademarks, or Starbucks products as licensed hereunder without Starbucks prior written consent, which Starbucks may grant or withhold in its sole and absolute discretion.

**5.1.5** Licensee shall purchase all furniture, fixtures, equipment, supplies, and signage, including replacements, in accordance with Starbucks specifications, and from suppliers approved by Starbucks under Section 5.9.1.

**5.1.6** Licensee shall use at all times the methods, materials, and equipment designated by Starbucks to serve customers.

**5.1.7** Licensee shall maintain at all times an inventory of goods and supplies sufficient to satisfy customer demand and shall adhere to Starbucks standards concerning beverage preparation and product shelf life.

**5.1.8** Licensee shall cause all of its Employees working in the Starbucks Store to follow the dress code designated by Starbucks (including the wearing of certain apparel and conforming their personal appearance) and render competent and courteous service to customers. Licensee's Employees, while working in the Starbucks Store or wearing the Starbucks apron, shall be dedicated solely to such Starbucks Store. Such Employees shall not work at any other business owned or operated by Licensee while working in the Starbucks Store, while wearing the apparel designated by Starbucks dress code, or while wearing items containing Starbucks trade names, service marks or logos.



**5.1.9** Licensee shall operate the Starbucks Store as a retail business only under the name “Starbucks Coffee” without any additional or accompanying words or symbols unless otherwise directed or approved by Starbucks in writing, in Starbucks sole and absolute discretion; provided, however, Licensee shall identify itself as a licensed owner of the business in conjunction with any use of the Trademarks, which shall include, but not be limited to, uses on invoices, order forms and contracts, and shall display a conspicuously placed notice of its licensee status at the Starbucks Store licensed pursuant hereto. Licensee shall implement all changes in identification required by Starbucks within forty-five (45) days after receipt of a notice setting out an alternate Trademark pursuant to Section 5.10.2. Licensee shall have no right to allow any other business to be conducted by Licensee or any other person within the Starbucks Store in accordance with this Agreement.

**5.1.10** Licensee shall promptly pay when due all trade and supplier accounts, all federal, state, and local taxes (including, but not limited to, income, business and occupation, gross receipts, sales, goods and services, use, property, customs, duties and excise taxes), lease payments, and indebtedness of any kind incurred by Licensee in the operation of the Starbucks Store.

**5.1.11** Licensee shall secure, maintain in force, and give evidence to Starbucks on request of all business licenses, permits, registrations, and certificates legally required to operate the Starbucks Store and shall comply with all applicable laws, ordinances, and regulations.

**5.1.12** Licensee shall faithfully observe and timely perform all covenants to be observed and performed by it pursuant to any Occupancy Agreements for the location for the Starbucks Store.

**5.1.13** Licensee shall replace or install new items of equipment that are obsolete or otherwise mechanically impaired to the extent they require replacement, or as Starbucks may require. Licensee shall maintain the Starbucks Store in the highest degree of repair and condition, and otherwise in a manner consistent with such standards as Starbucks may require, shall promptly make such repairs and replacements thereto as may be required, including, without limitation, repainting, repairs to equipment, and replacement of obsolete signs.

**5.1.14** Licensee shall sell no Starbucks branded or co-branded coffee products or other products supplied by Starbucks outside of the Starbucks Store nor to any customer for the purpose of resale by the customer, and all sales by Licensee shall be for retail consumption only.

**5.1.15** Licensee shall notify Starbucks in writing within ten (10) days of the commencement of any action, suit, or proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality that pertains to the Starbucks Store or that may adversely affect Licensee’s operation of the Starbucks Store or ability to meet its obligations hereunder.

**5.1.16** Starbucks shall lend a copy or copies of its proprietary Manual to Licensee for its use during the term of this Agreement. Alternatively, Starbucks may choose to lend Licensee an electronic copy of the Manual. Licensee agrees that at the termination or expiration of this Agreement, Licensee shall return all copies of the Manual loaned to it by Starbucks. Licensee shall not at any time copy, publish, disclose or distribute the Manual or any part thereof. Starbucks may from time to time revise the contents of the Manual, and Licensee expressly agrees to comply with each new or changed standard set forth therein.

**5.1.17** Licensee agrees to keep the copy or copies of the proprietary Starbucks Manual loaned to it by Starbucks current and in a secure location. If a dispute occurs relating to the contents of the Manual, the copies maintained by Starbucks at its principal place of business shall be controlling. Licensee may not at any time copy, duplicate, record, otherwise reproduce or disclose any part of the Manual or use the Manual for any purpose other than the operation of the Starbucks Store. Starbucks reserves the right to impose a fee for any replacement Manual requested by Licensee, if the replacement is necessitated by Licensee's failure to maintain or update the Manual as provided above or by Licensee's loss of the Manual.

**5.1.18** Licensee shall hire such Employees for the Starbucks Store as may be necessary or appropriate to staff the Starbucks Store and to provide for the continuous operation at the store. There shall be a minimum of two (2) Employees for the Starbucks Store who are dedicated solely to staffing the Starbucks Store during all hours of operation. Licensee shall provide all goods and services in accordance with the Manual. Licensee will be exclusively responsible for the terms and conditions of employment and compensation of all Employees working in the Starbucks Store.

**5.2 Inspection.** Licensee agrees to permit representatives of Starbucks to inspect Licensee's business locations and operating methods during normal business hours to determine the condition of the Starbucks Store and Licensee's compliance with this Agreement. Starbucks shall have the right to remove samples of items or other products sold at the Starbucks Store. Licensee agrees to present to its customers all evaluation forms periodically prescribed by Starbucks, and participate and/or request Licensee's customers to participate in any surveys performed by Starbucks or its designee.

**5.3 Prices.** Starbucks shall give Licensee, upon execution of this Agreement and twice per year thereafter, a list of prices charged by Starbucks at its company-owned stores in the metropolitan area closest to the Starbucks Store. Licensee shall determine the prices charged by it to its customers at the Starbucks Store, and failure to accept or follow any such list of prices will not hinder or adversely affect the business relationship between Licensee and Starbucks or any other person, firm or corporation; provided, however, should applicable federal and state law permit, Starbucks reserves the right to make a maximum price designation and thereby require that prices designated by Licensee shall be no higher than [REDACTED] of the prices on the list provided by Starbucks for stores in the metropolitan area closest to the Starbucks Store.

## **5.4 Employee Training.**

**5.4.1** Licensee agrees that each Management Employee and each Regular Employee must at all times meet the training requirements specified by Starbucks. Notwithstanding any training provided by Starbucks, Starbucks has no responsibility for the quality of any products provided by Licensee to its customers except for beans and other products manufactured by Starbucks and provided to Licensee.

**5.4.2** Starbucks shall provide the initial training of Licensee's initial staff at the locations designated by Starbucks. Licensee shall bear any direct costs and fees associated with any additional training requested by Licensee, and Licensee shall also bear such costs and fees if Starbucks reasonably determines based upon its systemwide experience that the training is required due to (i) turnover of Licensee's Regular or Management Employees at the Starbucks Store; or (ii) noncompliance by Licensee with the Starbucks System or Starbucks operational standards in the Starbucks Store, or as a result of the failure by Licensee to adequately staff the Starbucks Store prior to such store's opening in accordance with the terms and conditions of this Agreement. For any such training that Starbucks determines to be required in accordance with the foregoing, Starbucks shall be entitled to charge Licensee for the costs, fees and expenses associated with such training, including without limitation travel, room and board, and a reasonable fee for the time of each Starbucks trainer used to complete the training. Starbucks shall provide any other training suggested by Starbucks and paid for by Licensee, but not otherwise required hereunder. In any event, Licensee shall pay all travel, room and board, salary and salary-related expenses, and other costs and expenses of each person who attends any Starbucks training program on Licensee's behalf.

## **5.5 Advertising.**

**5.5.1** All advertising for its Starbucks Store conducted by Licensee must be dignified and must conform to the highest ethical advertising standards and to policies prescribed by Starbucks. All advertising, promotional, or marketing plans and materials that Licensee uses shall be developed by Starbucks, or shall be developed by Licensee and approved (except with respect to prices charged) in writing by Starbucks before use, which approval may be granted or withheld in Starbucks sole and absolute discretion. Starbucks shall approve or reject such advertising, promotional, or marketing plans and materials within thirty (30) days of request for approval by Licensee. If Starbucks does not approve the request within such thirty (30) day period, the advertising, promotional, or marketing plans and materials shall be deemed disapproved.

**5.5.2** Licensee agrees to keep visible to customers at its Starbucks Store at all times a display, a counter card, a supply of catalogs, or such other items promoting Starbucks mail order, e-commerce or other computer sales business as Starbucks may reasonably designate, provided that Starbucks gives such materials to Licensee without charge.

**5.5.3** Licensee agrees to participate, at its expense, in the national promotional calendar designated by Starbucks for Licensee's Starbucks Store.



## 5.6 Insurance.

**5.6.1** At all times during the term of this Agreement, Licensee shall keep in effect the following types of insurance: (i) such insurance as may be required by any Occupancy Agreements covering the Starbucks Store premises, including but not limited to course of construction insurance, all-risk commercial property insurance and business interruption insurance in an amount that is at least equal to the replacement cost of the building and its contents; (ii) workers' compensation or qualified self-insurance; (iii) commercial general liability insurance or qualified self-insurance, including products liability, completed operations hazard, insured contracts liability, premises liability, contractual liability, advertising injury liability and personal injury liability insurance, Starbucks acknowledges that the Licensee's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management and limits of liability are Five Hundred Thousand Dollars (\$500,000) Combined Single Limits, which amount is the Licensee's limit of liability under the Idaho Tort Claims Act; (iv) such other insurance as may be required by law; and (v) such other policies or increased coverage limits as Starbucks may reasonably require from time to time. Licensee's commercial general liability insurance policy shall name Starbucks as an additional insured, and shall provide that Starbucks shall receive thirty (30) days prior written notice of termination, expiration, lapse, cancellation, or material change or amendment of any such policy.

All policies shall be written with insurers with a rating of A-VII or better in Best's insurance guide and each insurer shall be licensed to do business in the jurisdiction in which the Starbucks Store is located. Licensee may also obtain such other or additional insurance as it deems proper in connection with the operation of the Starbucks Store. Nothing herein contained shall be construed as a representation or warranty by Starbucks that such insurance as may be specified or suggested by Starbucks from time to time will insure Licensee against all insurable risks or amounts of loss which may or can arise out of or in connection with this Agreement, the License or the operation of the Starbucks Store. Maintenance of any such insurance or compliance by Licensee with its rights under this Section shall not relieve Licensee of its liability under the indemnification provisions of this Agreement as set forth in Section 5.15.

**5.6.2** Licensee shall notify Starbucks of the effective date of each insurance policy and shall submit to Starbucks annually a current certificate of insurance that provides evidence that the required coverage is in effect. The certificate of insurance shall specifically note that Starbucks is an additional insured on Licensee's commercial general liability insurance policy.

**5.6.3** Starbucks or its insurer shall have the right to participate in discussions with Licensee's insurance carrier and shall have the right to participate with Licensee's insurance carrier in discussions with any claimant regarding any action relating to Licensee's Starbucks Store in which Starbucks or its insurer is named as a codefendant, and Licensee agrees to adopt Starbucks reasonable recommendations to Licensee's insurance carrier regarding the defense or settlement of any such claims.

**5.7 Procurement of Insurance.** If Licensee at any time fails to maintain in effect any insurance coverage required by Starbucks or to furnish satisfactory evidence thereof,

Starbucks in addition to its other rights and remedies under this Agreement at law or in equity, may, but need not, obtain such insurance coverage on behalf of Licensee, and Licensee shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to Starbucks on demand any premiums and any expenses of procurement incurred by Starbucks.

**5.8 Signs.** Licensee shall pay all costs and expenses of signage, and shall use in connection with its Starbucks Store only those signs that Starbucks, in its sole and absolute discretion, has approved in writing. Licensee shall, at all times, maintain and display signs that reflect the current image of the Starbucks System, which shall be the color, size, design, and materials specified by Starbucks, in its sole and absolute discretion, and subject to the approval of any applicable governing entity or the Lessor that controls the Licensed Site if required by any applicable Occupancy Agreement. Such signs shall be placed by Licensee in the locations specified by Starbucks, in its sole and absolute discretion, and subject to the approval of any applicable governing entity or the Lessor that controls the Licensed Site if required by any applicable Occupancy Agreement. Licensee agrees that it shall not use any handwritten signs (unless expressly permitted by Starbucks). On receipt of notice by Starbucks of a requirement to alter any existing sign on its premises, Licensee will, at its cost and expense, make the required changes within forty-five (45) days, subject to the approval of the applicable governing entity or body or Lessor for the Licensed Site, if required. Licensee shall not place or allow to be placed additional signs or posters on its premises without the prior written consent of Starbucks, which may be granted or withheld in Starbucks sole and absolute discretion.

## **5.9 Purchases from Starbucks and Approved Suppliers.**

**5.9.1** To promote the uniformity and quality of the Starbucks System, Licensee shall purchase for the Starbucks Store all coffee and tea used in or sold from the Starbucks Store from Starbucks or its approved supplier, except as Starbucks may otherwise direct in writing from time to time, and all goods, products, and supplies used in or sold from the Starbucks Store only from Starbucks or from suppliers approved in writing by Starbucks, acting in its sole and absolute discretion. In considering its approval, Starbucks may require Licensee to submit samples or specifications of any goods or supplies from a proposed supplier to Starbucks or to any other person for testing and Licensee shall bear any cost of such testing. Starbucks will notify Licensee of the grant or denial of such approval or of Starbucks need for additional information or samples within thirty (30) days of the submission of specifications or samples and if Starbucks does not notify Licensee within such thirty (30) day period, Starbucks shall be deemed to have disapproved such goods, products or supplies, as the case may be. All coffees, teas, goods, products, and supplies purchased from Starbucks shall be purchased in accordance with the order format and ordering system required by Starbucks as it may designate from time to time.

**5.9.2** Starbucks may change the prices, delivery terms, payment terms, and other terms relating to its sale of goods, products and supplies to Licensee, other than coffee prices, without prior notice, and may change coffee prices as set forth on Schedule 2.8 and in Section 2.8.1 herein. Starbucks, in its sole and absolute discretion, may discontinue the sale of

any product at any time if in Starbucks sole judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable.

**5.9.3** Starbucks shall not be liable to Licensee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Starbucks.

**5.9.4** Starbucks may act as a manufacturer or wholesaler of goods, products, and/or supplies purchased by Licensee and shall be entitled to a reasonable return comparable to other wholesalers or other manufacturers for similar items in the marketplace. In addition to the foregoing, Licensee agrees to pay the price set by Starbucks, which shall be within the range of prices prevailing in the industry, for all goods, products, and supplies ordered and purchased directly from Starbucks, except for coffees purchased at prices set forth in Schedule 2.8 or as adjusted in accordance therewith, with the actual prices for such items prevailing from time to time to be set forth in the Manual or a supplemental price sheet delivered to Licensee. In addition to the foregoing, Licensee acknowledges and agrees that Starbucks shall have the right to receive from third parties (including but not limited to third parties from which the Licensee may be required to purchase goods, products, and/or supplies) payments, rebates, license fees, and other compensation, which amounts may be based upon the amount of Licensee's purchases from such third parties and which amounts may be retained by Starbucks and used for any corporate purposes Starbucks deems appropriate.

**5.9.5** On the termination or expiration of this Agreement, Starbucks shall not be obliged to fill or ship any orders then pending or made any time thereafter by Licensee.

**5.9.6** Equipment or other products that are not manufactured by Starbucks but which are sold or otherwise provided to Licensee by Starbucks for sale or use in the Starbucks Store will be accompanied by a warranty, if any, only from the manufacturer or supplier to the Starbucks Store customer purchasing such equipment or products or to Licensee, as the case may be, and only to the extent any such warranty extended to Starbucks is transferable. Starbucks will not itself offer or make any warranty to such Starbucks Store customer or to Licensee. Starbucks will not be responsible for providing warranty service to any such Starbucks Store customer or to Licensee for such equipment or products.

**5.9.7** EXCEPT FOR THE WARRANTIES REFERENCED IN SECTION 5.9.6 ABOVE WHICH MAY BE PASSED THROUGH TO THE STARBUCKS STORE CUSTOMERS OR TO LICENSEE FROM MANUFACTURERS OR SUPPLIERS, STARBUCKS PROVIDES NO WARRANTY TO THE STARBUCKS STORE CUSTOMERS OR TO LICENSEE WITH RESPECT TO EQUIPMENT OR OTHER PRODUCTS NOT MANUFACTURED BY STARBUCKS BUT WHICH ARE SOLD OR OTHERWISE PROVIDED TO LICENSEE BY STARBUCKS FOR SALE OR USE IN THE STARBUCKS STORE. THE WARRANTIES, IF ANY, OF THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT OR PRODUCTS TO THE STARBUCKS STORE CUSTOMER PURCHASING SUCH EQUIPMENT OR PRODUCTS OR TO LICENSEE, AS THE CASE MAY BE, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED,

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE.

**5.9.8** If Licensee becomes aware that any products purchased by Licensee hereunder, or any ingredient or component thereof, is or may become harmful to persons or property, or that the same is mislabeled, Licensee shall immediately give notice of such problem or defect to Starbucks and shall provide to Starbucks all information in its possession with respect to such problem or defect. Licensee shall take such steps as may be required by applicable law to protect the interests of the public, and such additional steps as Starbucks may specify, and comply diligently with all product recall procedures established by Starbucks and/or any applicable government agency. If Licensee fails or refuses to comply with any such steps or recall procedures, Starbucks may (but is not required to) take such action as it deems necessary to suspend the sale of such products at Licensee's Starbucks Store to consumers, and Licensee shall reimburse Starbucks for any costs and expenses it incurs.

## **5.10 Trademarks.**

**5.10.1** Licensee agrees that all references in this Agreement regarding rights of ownership and all benefits of ownership and the use of the Trademarks are understood to run, and it is agreed that such rights and benefits shall run, to Starbucks, or its successors in interest, as owner of the Trademarks. Licensee agrees that it shall use only the Trademarks in the operation of the Starbucks Store and no other trade name or trademark and shall use the Trademarks only for the term of this Agreement.

**5.10.2** Starbucks expressly reserves the right to change the Trademarks or substitute any other trade name, trademark, service name, or service mark at any time. If Starbucks makes such a change, each new mark or name shall be a "Trademark" for purposes of this Agreement and shall replace the appropriate discontinued mark or name used in this Agreement.

**5.10.3** Licensee agrees that it will not use or display any Trademark or any variation thereof other than in strict conformity with Starbucks specifications and the provisions of this Agreement, that Licensee has no right to license any person to use any Trademark, and that Licensee shall not use any Trademark or any phonetically or visually similar name or mark or any combination or variation thereof in any legal name of any corporation, partnership, or other organization or business without Starbucks express prior written consent, which may be granted or withheld in Starbucks sole and absolute discretion. Neither during nor after the term of this Agreement, shall Licensee take, permit or participate in any action that does or may adversely affect the goodwill associated with any Trademark. Without limiting the foregoing, without Starbucks express prior written consent, which may be granted or withheld in Starbucks sole and absolute discretion, Licensee shall not use any Trademark in any computer or other media network and shall not establish a website or "home page" or other advertising or reference source relating to any Trademark in any computer or other media network.

**5.10.4** Licensee shall not imprint or authorize any person to imprint any Trademark on any product without the express prior written approval of Starbucks. Licensee

shall not use the Trademarks in connection with any offering of securities or any request for credit without the prior express written approval of Starbucks. Starbucks may withhold or condition any approval related to the Trademarks, including those described in this Section, in its sole and absolute discretion.

**5.10.5** If Licensee learns of the use of the name “Starbucks”, any other Trademark, or any phonetically or visually similar name or mark by another, Licensee shall promptly inform Starbucks. If another person claims that Licensee’s use of a Trademark infringes upon the rights of such other person, Licensee shall promptly notify Starbucks. Starbucks shall wholly control any litigation or other proceeding with respect to any Trademark, shall be solely responsible for all of its attorneys’ fees associated with such litigation or other proceeding, and shall be entitled to all damages awarded based on infringement of any Trademark.

**5.10.6** If Starbucks changes any Trademark, Licensee agrees to comply with the change within forty-five (45) days after notice thereof by Starbucks, at Licensee’s expense.

**5.10.7** Licensee acknowledges and recognizes exclusive ownership of the Trademarks by Starbucks, the interest therein of Starbucks and the validity of the Trademarks, and agrees that its use of the Trademarks inures to the benefit of Starbucks. Licensee agrees not to contest or assist anyone in contesting at any time during or after the term of this Agreement, in any manner, the validity of any Trademark or its registration, and Licensee further agrees to maintain the integrity of the Trademarks and to prevent their dilution. Licensee agrees that nothing in this Agreement shall grant Licensee any right, title, or interest in the Trademarks.

**5.10.8** Starbucks makes no representation or warranty about the rights of Starbucks or Licensee to use the Trademarks.

## **5.11 Confidential Information.**

**5.11.1** Licensee has or will have knowledge concerning the Starbucks System and other confidential matters necessary or useful to the successful development of the Starbucks Store, such as Starbucks plans, strategy, costing, prospects, potential locations and all information in the Manual and any and all information pertaining to the Starbucks System (the “Confidential Information”). Confidential Information does not include information that is or has become a part of the public domain through publication or communication by others, or that Licensee can show was already legally in Licensee's possession before receipt from Starbucks. Licensee acknowledges that the Confidential Information is confidential, proprietary information, and a trade secret of Starbucks.

**5.11.2** Licensee hereby covenants to treat as confidential at all times the Confidential Information and to use all reasonable efforts to keep such information confidential. The parties agree to honor the terms of their existing Confidentiality and Nondisclosure Agreement which is incorporated by reference into this Agreement. Licensee acknowledges that the unauthorized use or publication or disclosure of such Confidential Information will cause incalculable and irreparable injury to Starbucks. Licensee accordingly agrees that it shall not at



any time during or after the term of this Agreement publish, disclose or use or permit the use (except as may be required by applicable law or authorized by this Agreement) of the Confidential Information, in whole or in part, or otherwise make the same available to any unauthorized person or source without Starbucks prior written consent, which may be granted or withheld in its sole and absolute discretion.

**5.11.3** Licensee shall grant access to the Confidential Information to its employees only on a need-to-know basis, and shall ensure that its Management Employees do not, during the term of their employment or thereafter, communicate, divulge, or use for the benefit of anyone, any Confidential Information that they may acquire during their employment with Licensee at the Starbucks Store.

**5.11.4** If Licensee has any reason to believe that any Management Employee has violated the provisions of the Confidentiality and Nondisclosure Agreement, Licensee shall promptly notify Starbucks and shall cooperate with Starbucks to protect Starbucks against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Starbucks, such action is necessary or advisable.

**5.11.5** In view of the importance of the Trademarks and the Confidential Information and the incalculable and irreparable harm that would result to Starbucks if Licensee were to breach its covenants and agreements in connection with these matters, Licensee agrees that Starbucks may seek specific performance and/or injunctive relief without being required to post any bond or other security to enforce the covenants and agreements in this Agreement, in addition to any other relief to which Starbucks may be entitled at law or in equity.

**5.11.6** Licensee shall not disclose the substance of this Agreement to any third party. If Licensee needs to disclose the substance of this Agreement to inform entities from which it is seeking Occupancy Agreements or as necessary to obtain any governmental permits, licenses, approvals, etc., or to the extent required by the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Licensee, then Licensee must obtain Starbucks prior written consent. If University, after consultation with counsel, determines that disclosure of the substance or terms of this Agreement, the Manual or other Confidential Information is necessary pursuant to the requirements of any applicable law, University shall be required to consult Starbucks within a reasonable amount of time before such disclosure is first delivered (but in no case less than three (3) days before the delivery date) in regards to the scope of the required disclosure. However, in any case, University shall seek confidential treatment of the material economic terms of this Agreement, including, but not limited to: (i) the number of Starbucks Stores licensed hereunder, (ii) the License Fee, (iii) the Royalty, (iv) the prices of any products or supplies sold to Licensee by Starbucks, (v) the Advertising Fee, (vi) the term, renewal term or term of development rights contained in Article 3 of this Agreement, (vii) the opening timetable contained in Section 4.3 of this Agreement, (viii) the percentage increase limit on prices contained in Section 5.3 of this Agreement, and (ix) the Coffee Price Adjustment Calculation contained in Schedule 2.8 or any later addendum to Schedule 2.8.

**5.11.7** Starbucks and Licensee shall cooperate with one another and shall mutually agree upon any press release or other public announcement by Licensee or Starbucks regarding or relating to the existence or substance of this Agreement.

## **5.12 Accounting, Reports, and Records.**

**5.12.1** Licensee shall prepare, and keep for a period of not less than three (3) years following the end of each of its fiscal years, adequate books and records with respect to the Starbucks Store, which shall be segregated from the general books and records of Licensee's operations, showing inventories and receipts of all inventory, daily receipts in, at, or from the Starbucks Store, applicable sales, goods and services and similar tax returns (if any), all pertinent original serially numbered sales slips and cash register records, and such other sales records as may be required by Starbucks from time to time, in a form suitable for an audit or review of its records by an authorized auditor or agent of Starbucks. Licensee shall permit Starbucks or its duly authorized auditor or agent to inspect, audit, review, examine and make copies from Licensee's books and accounting records for the Starbucks Store at any reasonable time during normal business hours.

**5.12.2** Licensee shall submit reports of Gross Revenue for the Starbucks Store to Starbucks weekly, for the preceding week, and monthly as required by Section 2.3, and at such other intervals as Starbucks may reasonably require. Starbucks agrees that this information is confidential (except to the extent that applicable law requires disclosure or that Starbucks uses it to prepare reports detailing average sales and income and similar statistics). Reports shall be in the form required by Starbucks, including sales breakdowns by category or item. Licensee shall also submit information reasonably deemed necessary by Starbucks to determine the success of the store or marketing efforts, such as total customers or transaction counts for the Starbucks Store or for the Licensed Site in which the Starbucks Store is located. Starbucks may require that Licensee connect the Starbucks Store to Starbucks point-of-sale system at Licensee's cost or otherwise give daily reports of sales to Starbucks, for example, via the Internet, or via an intranet or extranet. Starbucks may require Licensee to submit annual reports of Gross Revenue for the Starbucks Store prepared at Licensee's expense and reviewed and approved by Licensee's internal audit staff. Starbucks also has the right to conduct an audit or review of the books of Licensee's Starbucks Store at any time, and Licensee shall cooperate fully in such audit or review. If an audit or review reveals that any Gross Revenue for the Starbucks Store has been understated in any report to Starbucks, then Licensee shall pay Starbucks the Royalty and Advertising Fee due on the understated Gross Revenue immediately on demand, together with interest at twelve percent (12%) per annum or, if lower, the maximum rate permitted by law. In addition, if an audit or review reveals that Gross Revenue for the Starbucks Store was understated by two percent (2%) or more during the period audited, Licensee shall reimburse Starbucks for all costs and expenses incurred in connection with the audit or review. The foregoing remedies shall be in addition to any other remedies available to Starbucks at law or in equity.

**5.13 Promotional Programs.** Licensee acknowledges and agrees that the best interests of the Starbucks System and of its Starbucks Store are likely to be maximized by a cooperative and consistent approach on a systemwide basis to certain Starbucks promotional

marketing campaigns. Accordingly, upon notification by Starbucks of any proposed promotional campaign involving Gift Certificates, Coupons or Discounts (each as defined hereunder), then Licensee shall honor all Gift Certificates, Coupons, Discounts, and similar promotions provided by Starbucks in connection with such promotional campaign that are presented by Licensee's Starbucks Store customers. For the purposes hereof (i) "Gift Certificates" shall mean certificates, tokens or other instruments sold for their face value, or a portion thereof, and entitling each holder or bearer to a credit in the amount of such face value for goods or services at the Starbucks Store operated by Licensee or other operators in the Starbucks System; (ii) "Coupons" shall mean certificates, tokens or other instruments distributed without consideration for promotional purposes and entitling each holder or bearer to a credit or discount with respect to goods or services generally or with respect to designated goods or services at the Starbucks Store operated by Licensee or other operators in the Starbucks System; and (iii) "Discounts" shall mean advertised credits or discounts with respect to goods or services generally or with respect to designated goods or services not represented by certificates, tokens or other instruments and generally available to any customer complying with the conditions thereof at the Starbucks Store operated by Licensee or other operators in the Starbucks System. Starbucks shall reimburse Licensee for any direct costs incurred by Licensee with respect to any redeemed Gift Certificates presented under any such program, but Starbucks shall have no obligation to reimburse Licensee for Coupons, Discounts, and other similar promotions.

**5.14 Customer Lists.** Starbucks may, from time to time, provide to Licensee cards designated to collect customer information whereby customers voluntarily mail the completed card to Starbucks or its designee (e.g., comment cards). Licensee agrees that all rights in any such customer information shall belong solely to Starbucks, and Licensee shall not have any right to use, sell, or disclose this information to any third party without the express written permission of Starbucks.

**5.15 Indemnification.** Licensee, subject to the limits of liability as specified in Idaho Code section 6-926, hereby agrees to indemnify, defend, protect and hold harmless Starbucks, its officers, directors, shareholders, employees, agents, and attorneys, and each of them, in their corporate and individual capacities, from any expense, liability or damage any of them may incur, including reasonable attorneys' fees, as a result of claims, demands, costs, awards or judgments of any kind or nature, by anyone whomsoever, arising out of or otherwise connected with this Agreement (including without limitation any claim that Licensee's execution and performance of this Agreement is in violation of contractual rights or obligations owed by Licensee to any third party), the License, the Trademarks, the Confidential Information, the ownership, maintenance, or operation of the Starbucks Store, or any act of omission or commission by Licensee or its officers, directors, shareholders, partners, employees, or agents, except to the extent such liability or damage is due to the negligence or fault of Starbucks (it being acknowledged and agreed to by the parties that any claims related to the temperature of coffee beverages sold at the Starbucks Store shall not be attributable to the negligence or fault of Starbucks). Licensee's obligations to indemnify and the rights of Starbucks and its officers, directors, shareholders, employees, agents, and attorneys to indemnification under this Section shall survive assignment, transfer, termination or expiration of this Agreement.



Licensee shall immediately undertake the defense of any legal action against or involving Starbucks and shall retain reputable, competent and experienced counsel to represent the interests of Starbucks. Licensee shall notify Starbucks of the identity of such counsel not less than forty-eight (48) hours prior to retaining them. Starbucks shall have the right to obtain separate counsel and to participate in the defense, compromise or settlement of the action. Starbucks shall not be required to seek recovery from third parties or otherwise mitigate its losses to recover the full amount of its indemnified losses and expenses from Licensee. Licensee shall not settle or compromise any legal action without the specific prior written consent of Starbucks, which may be granted or withheld in its sole and absolute discretion.

## **ARTICLE 6.0 TERMINATION; TRANSFERS**

### **6.1 Termination; Default.**

**6.1.1** The License and this Agreement may be terminated at any time by mutual agreement of Licensee and Starbucks. In addition, either Licensee or Starbucks may terminate the License and this Agreement on the fifth anniversary of the Commencement Date for the Starbucks Store.

**6.1.2** Starbucks may terminate the License and this Agreement due to default by Licensee by written notice to Licensee at any time before its expiration on any of the following grounds:

**6.1.2.1** Licensee's failure to pay Starbucks any sums due and owing Starbucks under this Agreement, including, but not limited to the License Fee, Royalties and Advertising Fee, as applicable, within five (5) days after receipt of written notice of default.

**6.1.2.2** Licensee's failure to comply with the Trademark provisions of this Agreement within five (5) days after receipt from Starbucks of notice of default.

**6.1.2.3** By giving Licensee not less than thirty (30) days prior written notice of termination (or such longer notice as may be required by applicable law) on the failure of Licensee to comply with any terms required to be observed by Licensee under this Agreement or any other agreement between Starbucks and Licensee, or on any grounds that are a basis for termination of the License under applicable law and, in the case of any such default capable of being cured, failure to cure such default within thirty (30) days after receipt of written notice of such default.

**6.1.2.4** On the third (3<sup>rd</sup>) default by Licensee within any twelve (12) month period, after two (2) such defaults of which Licensee was given notice and an opportunity to cure, regardless of whether previous defaults were cured, and without affording Licensee any additional time to cure such default.

**6.1.2.5** On not less than thirty (30) days prior written notice on the occurrence of any one or more of the following events: (i) a condemnation or transfer in lieu of

condemnation, or the withdrawal of permission from the applicable Lessor that results in Licensee's inability to continue operation of the Starbucks Store; (ii) casualty damage to the Starbucks Store that cannot reasonably be repaired or replaced within thirty (30) days; (iii) closing of the Starbucks Store required by law if such closing was not the result of a violation by Starbucks.

**6.1.2.6** Licensee's filing of a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or Licensee's admission or failure to contest the material allegations of any such pleading filed against it, the entry of an order for relief against Licensee under the Bankruptcy Code, the adjudication of Licensee as insolvent, the appointment of a receiver for a substantial part of the assets of Licensee or its Starbucks Store, the abatement of the claims of creditors of Licensee or the Starbucks Store under any law, or the making of an assignment for the benefit of creditors, or similar disposition of the assets of the Starbucks Store.

**6.1.2.7** Licensee's participation in fraud or criminal misconduct relating to operation of the Starbucks Store or if Licensee or any of its officers, directors, or key employees is convicted of or pleads guilty or *nolo contendere* to a charge of any felony, or any law, the violation of which will adversely affect the Starbucks Store, any Trademark, any Confidential Information, or the reputation of Starbucks or Licensee.

**6.1.2.8** Licensee's assignment, transfer, or attempt to assign or transfer its ownership interest in (i) the Starbucks Store, this License or the Agreement, or Licensee in whole or in part; or (ii) any portion of the premises upon which the Starbucks Store is located, in a manner inconsistent with the provisions of Section 6.5 of this Agreement.

**6.1.2.9** Licensee's failure to have its Employees complete successfully and timely the Initial Store Training Program.

**6.1.2.10** Licensee's submission to Starbucks on three (3) or more separate occasions at any time during the term of the License a periodic report, financial statement, tax return or schedule, or other information that understates the Gross Revenue of the Starbucks Store for any period by more than two percent (2%).

**6.1.2.11** Licensee's unauthorized use, disclosure, or duplication of the Confidential Information.

**6.1.2.12** Licensee's cessation of operations, surrender or transfer of control of the Starbucks Store without Starbucks prior written consent, which may be granted or withheld in its sole and absolute discretion.

**6.1.2.13** If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Starbucks Store.

**6.1.2.14** Starbucks discovers that Licensee made a material misrepresentation or omitted a material fact in the information that was furnished to Starbucks in

connection with its decision to enter into this Agreement or Licensee knowingly falsifies any report required to be furnished to Starbucks or makes any material misrepresentation in its dealings with Starbucks or fails to disclose any material facts to Starbucks during the term of this Agreement.

**6.1.2.15** If Licensee, at any time (i) offers for sale from the Starbucks Store under this Agreement any coffee products, coffee-based beverages or offers for sale any other unauthorized items in the Starbucks Store other than those approved by Starbucks; or (ii) if Licensee enters into any agreement with a third party that would prohibit Licensee from selling a complete line of Starbucks products at the Starbucks Store.

**6.1.3** Termination shall be without prejudice to any other rights or remedies that Starbucks shall have in law or in equity.

**6.2 Computation of Liquidated Damages.** If Starbucks terminates pursuant to Section 6.1.2 of this Agreement (i) this entire Agreement; or (ii) an individual Starbucks Store, then, within thirty (30) days after the effective date of termination, Licensee will pay Starbucks liquidated damages for each terminated Starbucks Store as follows:

**6.2.1** If the termination date is on or after the first anniversary of the Commencement Date for the Starbucks Store at issue, damages shall include (as liquidated damages and not as a penalty) an amount equal to:

(i) the average sum of Royalties and Advertising Fees due and payable under this Agreement for the last twelve (12) full calendar months of the Starbucks Store's operation multiplied by thirty-six (36), or multiplied by the number of months actually left in the term if less than thirty-six (36); plus

(ii) the average sum of products purchased by Licensee from Starbucks for the last twelve (12) full calendar months of the Starbucks Store's operation multiplied by twelve (12), or multiplied by the number of months actually left in the term if less than twelve (12).

**6.2.2** If the termination date is prior to the first anniversary of the Commencement Date for the Starbucks Store at issue, damages shall include (as liquidated damages and not as a penalty) an amount equal to:

(i) the Royalties and Advertising Fees due and payable by the Starbucks Stores over the last full calendar month of the Starbucks Store's operation multiplied by thirty-six (36); plus

(ii) the sum of products purchased by Licensee from Starbucks over the last full calendar month of the Starbucks Store's operation multiplied by twelve (12).

**6.2.3** In either case, Licensee shall pay all applicable taxes on such payments. The parties acknowledge and agree that Licensee's payment of liquidated damages is not a penalty, and is intended by the parties to represent just compensation for lost future revenues resulting from Licensee's breach of this Agreement, which otherwise would be difficult to estimate accurately because of that breach. If any court of competent jurisdiction holds that this liquidated damages Section is not enforceable, then Starbucks shall be entitled to collect consequential damages resulting from Licensee's breach.

**6.3 Licensee's Obligations upon Termination or Expiration.** On termination or expiration of this Agreement for any reason, with respect to the Starbucks Store, Licensee agrees as follows:

**6.3.1** Licensee shall immediately pay all sums due and owing to Starbucks, including any expenses incurred by Starbucks in obtaining injunctive relief for the enforcement of this Agreement.

**6.3.2** Licensee shall immediately cease to operate the Starbucks Store, and shall not thereafter, directly or indirectly, hold the location out as a Starbucks Store.

**6.3.3** Licensee shall immediately cease using all of the Confidential Information, the Trademarks, and any confusingly similar names, marks, systems, insignia, symbols, or other rights, procedures, and methods. Licensee shall, subject to the provisions of Section 6.4, deliver all goods and materials containing the Trademarks to Starbucks and Starbucks shall have the sole and exclusive use of any items containing the Trademarks. Licensee shall immediately make any specified changes to the location as Starbucks may reasonably require for this purpose, which shall include, but not be limited to, removal of the signs, custom decorations, and promotional materials.

**6.3.4** Licensee shall immediately cease representing itself as then or formerly a licensee or other affiliate of Starbucks.

**6.3.5** Licensee shall immediately return all copies of the Manual and all written materials incorporating Confidential Information and any copies thereof to Starbucks.

**6.3.6** Licensee shall immediately cancel all assumed name or equivalent registrations relating to its use of any Trademark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers and web search engines of the termination or expiration of Licensee's right to use any telephone number and any classified or other telephone directory listings Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with its Starbucks Store, and authorize their transfer to Starbucks.

**6.3.7** If Starbucks so elects, at its sole option, upon any termination or expiration of this Agreement, Licensee will sell to Starbucks such equipment and furnishings as Starbucks may designate that are associated with the Starbucks Store (other than product and

inventory, which shall be handled in accordance with Section 6.4) at its net book value, using a five (5)-year amortization period.

#### **6.4 Product, Inventory, and De-identification.**

**6.4.1** If Starbucks terminates this Agreement with respect to the Starbucks Store due to a default by Licensee, or upon any other termination or expiration of this Agreement, Licensee shall not receive any compensation for any remaining product and supplies inventory at the terminated Starbucks Store. Upon Starbucks request and at Licensee's expense, Licensee shall return any remaining product and supplies inventory to a location designated by Starbucks. Licensee shall ensure that all proprietary espresso equipment (including but not limited to, the Verismo 801 and/or Mastrena) is sent by Licensee to an approved recycling center within ten (10) days of termination. Licensee acknowledges and agrees that it shall not utilize espresso equipment previously used in the Starbucks Store for any purpose after the termination of this Agreement and that such use shall cause Starbucks immediate and irreparable harm. Starbucks shall have the right to enter the premises of the terminated Starbucks Store using such reasonable force as is necessary in the circumstances to recover and take possession of such inventory, at Licensee's expense and without being guilty of trespass or incurring any liability for such entry. In such an event, Licensee shall also bear the expense of de-identifying the Starbucks Store subject to such termination.

**6.4.2** Upon any termination or expiration, the Starbucks Store shall be de-identified to the standard set forth in the Manual, or, if no standard is included in the Manual, to such standards as Starbucks may then have in effect for its company-owned operations.

#### **6.5 Transferability of Interest; Change of Control.**

**6.5.1** This Agreement shall inure to the benefit of the successors and assigns of Starbucks. Starbucks shall have the right, without Licensee's consent, to transfer or assign its interest in this Agreement to any person, persons, partnership, association, corporation, or other entity and Licensee agrees promptly to execute any documents in connection therewith. If Starbucks assignee assumes all the obligations of Starbucks hereunder and sends Licensee written notice of the assignment so attesting, Licensee agrees promptly to execute a general release of Starbucks, and any affiliates of Starbucks, from claims or liabilities of Starbucks under this Agreement. Licensee may not sell, assign, or transfer its interest in the License or this Agreement, including transfers for security, without Starbucks prior written approval, which Starbucks may withhold in its sole and absolute discretion, and any attempt or purported assignment or transfer shall constitute a breach of this Agreement and be void and shall be cause for termination.

**6.5.2** Without limiting Starbucks discretion to approve any assignment of this Agreement or the License for security, Licensee shall grant no security interest in this Agreement, the License, the Starbucks Store, or any of its assets at the Starbucks Store (other than to Licensee's lenders) unless the secured party agrees that it shall give Starbucks prior notice of any attempt to foreclose on its security interest, Starbucks shall have the right and

option to be substituted as obligee to such secured party, and Starbucks shall have the right to cure any default of Licensee.

**6.5.3** Licensee acknowledges and agrees that Starbucks has granted Licensee the rights under this Agreement due in part to the qualifications of the persons or companies that directly or indirectly own a majority interest in or control Licensee (a "Parent Licensee" or "Parent Companies") and the relationship between Licensee and the Parent Companies. Accordingly, Licensee must give ninety (90) days' prior written notice to Starbucks of any Change of Control. In the event that Starbucks does not approve such Change of Control, Starbucks shall have the right to terminate this Agreement effective upon delivery of Starbucks written notice to Licensee. In the event of such termination, Licensee shall not be liable to Starbucks for liquidated damages set forth in Section 6.2 of this Agreement.

Furthermore, Starbucks has the right to disapprove, in its sole and absolute discretion, of any person or entity or any transaction that would change the actual, legal, or effective control of this Agreement, the License or the Starbucks Store upon a sale, transfer, or change of ownership of Licensee, this Agreement, the License, or the Starbucks Store. Without limiting the foregoing, Starbucks may disapprove an assignment, sale, or transfer of this Agreement, the License, or the Starbucks Store by Licensee or its owners unless:

**6.5.3.1** The assignment or transfer complies with all applicable laws and regulations, all obligations of Licensee created by this Agreement, and any other agreement between Starbucks and Licensee, and the relationships created hereunder are assumed by the transferee (or, at Starbucks option, in the event Starbucks is then offering any comparable licensing programs, the transferee shall execute Starbucks then-current forms of agreements), provided however, that no such assignment or assumption shall relieve Licensee of any such obligations;

**6.5.3.2** All debts of Licensee to Starbucks are paid;

**6.5.3.3** Licensee is not in default under this Agreement or any other related agreement;

**6.5.3.4** The transferee and its Management and Regular Employees satisfactorily complete the training required of new licensees on Starbucks then-current terms before the transfer;

**6.5.3.5** Licensee reasonably satisfies Starbucks that the transferee meets all requirements of Starbucks for new licensees under any comparable licensing program of Starbucks which may then be in effect or, if no such program exists, such requirements as Starbucks may then determine to be applicable to provide reasonable assurance to Starbucks of the transferee's good prospects for successfully operating the Starbucks Store pursuant hereto including, but not limited to, experience, skill, franchise exemption, aptitude, good reputation and character, business acumen, financial strength, and other business conditions;



**6.5.3.6** Such assignor or transferee pays to Starbucks, in advance (i) a License Fee for the Starbucks Store to be transferred; and (ii) Starbucks internal and out-of-pocket costs associated with acting on the transfer request, including without limitation all of Starbucks costs and attorneys' fees associated with the transfer; and

**6.5.3.7** Transferee agrees, at its sole cost and expense, to reimagine, renovate, refurbish and modernize the Starbucks Store, within the time frame required by Starbucks, including the building design, parking lot, landscaping, equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials to meet Starbucks then-current standards, specifications and design criteria for Starbucks stores, as contained in the then current Manual (as defined herein) or otherwise in writing, including, without limitation, such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so; and

**6.5.3.8** There shall not be any suit, action, or proceeding pending, or to the knowledge of Licensee any suit, action, or proceeding threatened, against Licensee or Starbucks with respect to the Starbucks Store.

**6.5.4** Any consent to assignment or transfer shall be without prejudice to Starbucks rights against Licensee hereunder or to any right (including right of indemnity), remedy, or relief vested in or to which Starbucks may be entitled by reason of the default, breach, or nonobservance of any covenant, term, provision or condition that occurred before the sale or assignment or transfer. Without limiting the foregoing, it is expressly understood and agreed that Starbucks consent to an assignment or transfer of this Agreement or transfer of the License shall not waive (i) any payment or other duty owed by Licensee to Starbucks under this Agreement before such assignment or transfer; or (ii) Licensee's duty of indemnification and defense as set forth in Section 5.15, whether before or after such assignment or transfer; or (iii) the obligation to obtain Starbucks consent to any subsequent assignment or transfer.

**6.5.5** Licensee shall not assign the License or this Agreement as security for the payment of any obligation that may arise by reason of such sale or assignment.

## **6.6 Noncompetition.**

**6.6.1** During the term of this Agreement and for a period of three (3) years following its assignment, transfer, termination or expiration, Licensee shall not without first obtaining Starbucks written consent, which may be granted or withheld in Starbucks sole and absolute discretion, solicit or contact personnel of Starbucks or its related or affiliated companies or personnel in an attempt to hire or employ said personnel. The foregoing shall not restrict Licensee from using general advertising with respect to employment opportunities and, in connection therewith, from responding to unsolicited inquiries arising therefrom by any such Starbucks employee.

**6.6.2** During the term of this Agreement, Licensee shall not, except as authorized under the License or any additional or successor license granted by Starbucks, or as

consented to by Starbucks in writing in its sole and absolute discretion, have any interest, direct or indirect, in the ownership or operation of (i) any retailer at the Licensed Site selling espresso drinks or premium branded coffee by the cup other than Starbucks (or grant any right of operation at the Licensed Site to any retailer that would permit any of the foregoing activities); (ii) any entity whose primary product is premium branded coffee; or (iii) any coffee mail-order or Internet business. Additionally, for one year after termination or expiration of this Agreement for any reason, with respect to each Licensed Site and within a one-half mile radius of each such Licensed Site, Licensee shall not have any interest, direct or indirect, in the ownership or operation of any business engaged in the sale of services or products the same as, similar to, or competitive with those offered by Starbucks.

**6.6.3** At no time during or after the term of this Agreement shall Licensee:

**6.6.3.1** Commit, permit or participate in any act that adversely affects the Starbucks Store, any Trademark or any Confidential Information; or

**6.6.3.2** Except as authorized under the License or any additional or successor license granted by Starbucks, use, in connection with the operation of any business wherever located, the Starbucks System, any Trademark, or any Confidential Information, or cause or permit any such business to imitate the Starbucks System or to be operated in a manner tending to have such effect.

**6.6.4** The parties agree that (i) if any provision of this Section 6.6 is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as though the invalid or unenforceable part had not been included; and (ii) if any geographical area or term or period of this Section 6.6 is held to be invalid or unenforceable, such geographical area or term or period shall be valid and enforceable over a reasonable geographical area or a reasonable term or period of time.

## **ARTICLE 7.0 MISCELLANEOUS**

**7.1 INTENTIONALLY OMITTED. NUMBERING RESERVED.**

**7.2 Relationship of Parties.**

**7.2.1** Licensee is an independent contractor and is not, and shall not hold itself out as, a partner, joint-venturer, affiliate, associate, agent, employee, contractor or legal representative of Starbucks, and is not otherwise authorized to act for or on behalf of Starbucks as a result of this Agreement or any other agreement and cannot act for nor legally bind Starbucks. Licensee is not authorized to make any agreement, warranty, covenant, or other representation nor to create any obligation, express or implied, on behalf of Starbucks, nor shall Licensee represent that it has any right or power to do so.

**7.2.2** Licensee shall hire and be exclusively responsible for the compensation and training of all Employees of its Starbucks Store except for the training provided by



Starbucks; and Licensee shall have sole responsibility to collect and promptly pay when due all federal, state, FICA, FUTA, withholding tax, and other applicable payroll taxes, workers' compensation contributions, employment insurance premiums, and all similar taxes, fees, and charges. Licensee acknowledges that it is acting as an independent contractor, and not as an agent for Starbucks, in connection with all matters described in this Section.

**7.3 Limitation of Remedy.** If Starbucks should breach this Agreement or any related agreement, Licensee may pursue whatever remedies may be available at law or in equity, provided, that in no event shall Licensee have the remedy of withholding any payment due Starbucks under this Agreement. If Licensee breaches this Agreement or any related agreement, Starbucks may pursue any remedies that may be available at law or in equity.

**7.4 Entire Agreement.** This Agreement and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the entire agreement between Starbucks and Licensee in respect to the subject matter hereof, and supersedes all prior agreements between Starbucks and Licensee in connection with its subject matter. No officer, employee, or other servant or agent of Starbucks or Licensee is authorized to make any representation, warranty, or other promise not contained in this Agreement. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Starbucks or Licensee unless in writing and signed by Starbucks and Licensee.

**7.5 Severability.** If any provision or portion of this Agreement or the application of any provision or portion to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision or portion of this Agreement or the application of such provision or portion to any other person or circumstance, all of which other provisions or portions shall remain in full force and effect. Starbucks and Licensee intend that if any provision or portion of this Agreement is susceptible to two or more constructions, one of which would render the provision or portion enforceable and the other or others of which would render the provision or portion unenforceable, then the provision or portion shall be given the meaning that renders it enforceable.

**7.6 Waiver and Consent.** No waiver by either party of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall be construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Acceptance by Starbucks of any payments due it hereunder shall not be deemed to be a waiver of any preceding breach by Licensee of any terms, provisions, covenants, or conditions of this Agreement.

**7.7 Modification.** To be effective, any modification of this Agreement must be in writing and signed by Licensee and Starbucks, except for modifications to the Manual from time to time or other matters as to which express provision is made herein for unilateral action by a party hereto.

**7.8 Section Headings; Pronouns.** This Agreement may be executed in duplicate originals, each of which shall be deemed an original. The Section headings are for convenience

of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

**7.9 INTENTIONALLY OMITTED. NUMBERING RESERVED.**

**7.10 Attorneys' Fees and Costs.** If either party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement, then the prevailing party will be entitled to recover from the nonprevailing party the amount of all reasonable fees of counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

**7.11 Interest.** Any sum owed to Starbucks by Licensee or paid by Starbucks on Licensee's behalf shall bear interest from the date due until paid by Licensee at the rate of twelve percent (12%) per annum or, if lower, the maximum lawful rate.

**7.12 Notices.** Notices under this Agreement shall be in writing, and shall be delivered in person or by overnight, registered or certified mail, return-receipt requested, prepaid, addressed as follows:

If to Starbucks:	Starbucks Corporation 2401 Utah Avenue South Suite 800, S-LA3 Seattle, Washington 98134 Attn: Department of Law and Corp. Affairs
If to Licensee:	University of Idaho 875 Perimeter Drive Moscow, ID 83844 Attn: _____

or such other address any party shall have specified in a written notice to the other.

**7.13 Successors and Assigns.** The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Starbucks may transfer or assign this Agreement or its rights hereunder, by operation of law or otherwise, to any third party and, without limiting the foregoing, Starbucks reserves the right to delegate to one or more of its affiliates at any time, any and all of its rights, obligations or requirements under this agreement, and may require that Licensee submit any relevant materials and documents otherwise requiring approval by Starbucks under this Agreement to such affiliate, and approval by such affiliate shall be conclusively deemed to be approval by Starbucks. Any act or direction by such affiliate with respect to this Agreement shall be deemed the act or direction of Starbucks. Starbucks may revoke any such delegation or designation at any time. Licensee acknowledges and agrees that such delegation may result in one or more affiliates of Starbucks which operate, license, or otherwise support brands other than the Starbucks brand exercising or performing on behalf of Starbucks any or all rights, obligations or requirements under this Agreement or performing shared services on behalf of Starbucks.

**7.14 Incorporation of Exhibits and Schedules.** The terms of the Manual, as the same may change from time to time, and all Exhibits and Schedules hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein.

**7.15 Acknowledgments.**

**7.15.1** Starbucks expressly disclaims the making of, and Licensee acknowledges that it has not received or relied upon, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by the License and this Agreement. Licensee represents and acknowledges that (i) Licensee has been in business for at least five (5) years; and (ii) has net assets of at least Five Million Dollars (\$5,000,000), and, as a result of the representations in clauses (i) and (ii) of this Section, the arrangement provided for herein qualifies Licensee as an exempt “sophisticated licensee” within the meaning of 16 CFR 436.8(a)(5)(ii) and applicable state law.

The Licensed Site identified on Exhibit A is within Idaho, and the parties hereto acknowledge the need to comply with, or establish a basis for exemption from, any similar laws of any other jurisdiction before Licensee will be authorized to develop and operate a Starbucks Store within such other jurisdiction. In particular, in order to open and operate a Starbucks Store within the states of Maryland or Rhode Island, Starbucks and Licensee may be required to seek an exemption from registration and disclosure under applicable franchise disclosure or registration laws. In such case, Licensee hereby acknowledges that the development of any Licensed Sites proposed in such states may be delayed by the exemption process and Starbucks shall not be held accountable for such delays. Starbucks will prepare and submit the application necessary to obtain any such exemptions, and will bear the expenses directly related to any such application, including any applicable filing fees and Starbucks legal expenses, other than legal expenses Licensee may elect to incur or other miscellaneous or internal expenses incurred by Licensee in connection therewith. Each party hereby represents and warrants to the other party that each party shall use its reasonable efforts to cooperate with the other regarding any application or consultation necessary to obtain an exemption from registration and disclosure under such applicable franchise disclosure or registration laws.

**7.15.2** It knows of no representation by Licensee, or its officers, directors, shareholders, employees, agents, or servants, about the Licensee that is contrary to the terms of this Agreement or the documents incorporated herein, and further represents to Starbucks as an inducement to its entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

**7.16 Effective Date.** This Agreement shall be effective as of the date it is executed by an authorized representative of Starbucks (the “Effective Date”).

**7.17 General Release.** With the exception of any claims related to indemnity or royalties and other fees due to Starbucks under this Agreement the parties hereby release and forever discharge each other (as well as their respective officers, directors, partners, members, employees, agents, independent contractors, assigns, representatives, and attorneys), and their

respective corporate parents, subsidiaries and affiliates, predecessors and successors (and their respective officers, directors, partners, members, employees, agents, independent contractors, assigns, representatives, and attorneys), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, restitution, indemnities and obligations of every kind and nature, at law, in equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, rising out of or relating in any manner to the License or this Agreement prior to the execution of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year indicated below.

EXECUTED by Licensee this \_\_\_ day of \_\_\_\_\_, 2010.

**UNIVERSITY OF IDAHO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXECUTED by Starbucks this \_\_\_ day of \_\_\_\_\_ 2010.

**STARBUCKS CORPORATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

Name of Location

[REDACTED]

City, State

[REDACTED]

Commencement Date

[REDACTED]

SCHEDULE 2.8

Coffee Adjustment Calculation

The table contains approximately 15 rows of data. Each row is obscured by a thick black horizontal bar. The bars vary in length and are positioned at different vertical offsets, suggesting a standard table layout with varying column widths. No text or numbers are visible within the table area.

[REDACTED]

ADDENDUM TO SCHEDULE 2.8

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**EXHIBIT B**  
**STARBUCKS CARD LICENSE AGREEMENT**

## STARBUCKS CORPORATION

## STARBUCKS CARD LICENSE AGREEMENT

This Starbucks Card License Agreement (the "**Agreement**") is made as of \_\_\_\_\_ (the "**Effective Date**") by and between Starbucks Corporation, a Washington corporation ("**Starbucks**") and University of Idaho, a \_\_\_\_\_ corporation ("**Licensee**"). "Party" or "Parties" shall refer to Starbucks, Licensee, or both, as the context dictates.

## RECITALS

A. Starbucks and Licensee are parties to a certain Starbucks Corporation Master Licensing Agreement executed concurrently herewith (the "**Licensing Agreement**") under which Licensee is authorized to operate Starbucks stores and sell Starbucks-branded merchandise.

B. Starbucks sells and administers a stored value card program consisting of (a) a standard stored value card in association with a third party payment processor, ValueLink, Inc. ("**ValueLink**"), and (b) the DUETTO dual function VISA/stored value card (the "**Program**"). Under the Program, customers may purchase a Starbucks branded, declining balance, reloadable stored value card or apply for and, upon approval of credit, obtain the DUETTO dual function card (collectively the "**Starbucks Card**"). The Starbucks Cards carry balances that are only redeemable for purchases of goods and services of Starbucks.

C. Starbucks and Licensee desire to enter into this Agreement to permit Licensee to activate, reload and redeem the Starbucks Card at Licensee's authorized Starbucks Stores as such term is used in the Licensing Agreement.

NOW, THEREFORE, in consideration of the agreements, conditions and covenants set forth in the Recitals and below, the parties agree as follows:

## AGREEMENT

## 1. Definitions.

**1.1 General.** Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the Licensing Agreement. The following terms shall have the following meanings, unless the context otherwise requires. Certain other terms are defined elsewhere in this Agreement.

"**Activate**" or "**Activation**" means the process of loading monetary value on a Starbucks Card for the first time as prescribed by this Agreement and the Starbucks Card Manual.

"**Customer**" and "**Consumer**" are used interchangeably to refer to Starbucks Store customers.

**"Licensed Site"** means each location operated by Licensee and authorized by Starbucks under the Licensing Agreement.

**"Net Settlement Process"** means the process through which debits and credits associated with the Activation, Reloading and Redemption of the Starbucks Cards are reconciled between Starbucks and Licensee pursuant to the Starbucks Card Manual.

**"Program Materials"** mean Starbucks Cards, card sleeves and any other items related to the Starbucks Cards and any other items required to activate Starbucks Cards.

**"Program Vendor"** means the third-party service provider that provides certain software and back-office processing capabilities that support the Program, including, but not limited to, requirements for the Activation, Reloading and Redemption of the Starbucks Cards.

**"Redeem"** or **"Redemption"** means the method of accepting the Starbucks Card as payment for the purchase of Starbucks Merchandise as prescribed by this Agreement and the Starbucks Card Manual.

**"Reload"** or **"Reloading"** means the process of loading additional monetary value on an existing Starbucks Card as prescribed by this Agreement and the Starbucks Card Manual.

**"Starbucks Card"** means Starbucks branded stored value card, which can be used to purchase Starbucks Merchandise from Starbucks, as further described in the Starbucks Card Manual attached as Exhibit 1.

**"Starbucks Card Manual"** means the series of documents, publications, and bulletins, as amended from time to time, that outline the policies and procedures for participation in the Program. A current version of the Starbucks Card Manual is attached as Exhibit 1. Terms used in this Agreement that are also stated in the Manual shall have the same meaning. Starbucks reserves the right to update, modify and amend the Starbucks Card Manual at any time in its sole discretion and any such changes shall become a part of the Starbucks Card Manual.

**"Starbucks Merchandise"** means Starbucks products purchased by Licensee that are sold through the Licensed Site and are subject to a royalty under the Licensing Agreement. Starbucks Merchandise may include additional products as specified in the Product Restrictions section of the Starbucks Card Manual and other products approved in writing by Starbucks and attached to this Agreement as Exhibit 2.

**"Starbucks Store"** shall have the same meaning set forth in the Licensing Agreement; provided that, for purposes of clarification for this Agreement, the Starbucks Store refers to the retail coffee bar or whole bean coffee store operated within a Licensed Site. Pursuant to the Licensing Agreement, more than one Starbucks Store may be operated in each Licensed Site.

**"Technical Requirements"** means the functional requirements for computer hardware, operating system, software, network connectivity and parameters, equipment, point of sale

terminals and other relevant elements that are necessary for the Activation, Reloading and Redemption of the Starbucks Card at the Starbucks Store.

**"Third-Party Materials"** shall have the meaning set forth in Section 3.5.2.

**"Trademarks"** shall have the meaning given it in the Licensing Agreement.

## 2. License.

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Starbucks hereby grants to Licensee a non-exclusive license (the "**License**") to (a) Activate, Reload, and Redeem the Starbucks Card in accordance with the Starbucks Card Manual and (b) use the Trademarks in connection with Activation, Reloading, Redemption and promotion of the Starbucks Card in accordance with guidelines established by Starbucks.

**2.2 Restrictions.** Unless expressly authorized in this Agreement or the Starbucks Card Manual, Licensee shall not act in contravention of the following provisions:

**2.2.1 Channel Distribution.** Licensee shall have the right to Activate, Reload, and Redeem the Starbucks Card only at the Starbucks Store(s) at the Licensed Site(s) in accordance with this Agreement and the Starbucks Card Manual. Without limiting the foregoing, Licensee shall have no right to Activate, Reload or Redeem the Starbucks Card through any other location, trade or distribution channel, including, but not limited to, wholesale, mail order, on-line computer sales or sales outside of the Licensed Site.

**2.2.2 Starbucks Merchandise.** Licensee may only Redeem the Starbucks Card for the purchase of Starbucks Merchandise. Without limiting the foregoing, Licensee shall have no right to Redeem the Starbucks Card for the purchase of other merchandise sold or distributed by Licensee in the ordinary course of business.

**2.2.3 Point of Sale.** Licensee may only Activate, Reload or Redeem the Starbucks Card at point of sale terminals located at the Starbucks Store(s) at the Licensed Site(s).

**2.2.4 No Cash Redemption.** Licensee acknowledges that the Starbucks Cards are Activated as pre-paid cards. Except as expressly provided in the Starbucks Card Manual, the Starbucks Cards may not be Redeemed for cash.

**2.2.5 Sublicenses.** Licensee shall have no right to subfranchise or grant licenses of any kind to third parties under this Agreement.

## 3. Implementation; Requirements.

**3.1 Participation Requirement.** During the term of this Agreement, Licensee shall implement and actively participate in the Program in all Starbucks Stores in accordance with terms of this Agreement and the Starbucks Card Manual. As a participant in the Program, Licensee shall permit the Reloading and Redemption, and may permit the Activation, of the Starbucks Card at each Starbucks Store. If Licensee opts to Activate the Starbucks Card, Licensee shall notify Starbucks in writing of such election and implement necessary operational

requirements as set forth in the Starbucks Card Manual or as otherwise specified by Starbucks. Licensee shall bear all risk of financial loss, and is solely responsible for taking adequate precautionary measures, associated with its Activation and Reloading of Starbucks Cards, including but not limited to, losses arising from bad checks, counterfeit tender, chargebacks, reversals, and fraudulent credit card charges.

**3.2 Schedule.** Licensee and Starbucks shall cooperate to develop a mutually acceptable schedule for initial implementation of the Program for the participating Starbucks Stores. The parties shall use commercially reasonable efforts to meet such schedule in accordance with this Agreement. Notwithstanding the foregoing, both parties recognize that meeting the schedule is dependent on development, resource availability, assistance, and other factors that may cause delay or interfere with completion.

### **3.3 Program Vendor.**

**3.3.1 Changes.** Licensee acknowledges that Starbucks has retained a Program Vendor to support and administer the Program. The current Program Vendor is ValueLink. Starbucks reserves the right to select a different Program Vendor at any time or administer the Program in house. In the event of such migration, Starbucks shall provide Licensee (a) prior notice of the migration, (b) an implementation schedule for the migration, and (c) a list of technical requirements associated with migration as provided in the Program Change section of the Starbucks Card Manual.

**3.3.2 Migration Costs.** If Starbucks changes the Program Vendor or elects to administer the Program itself and such change requires a migration to different systems, hardware or software, Licensee is responsible for all costs associated with such migration, including any changes in the Technical Requirements, at Licensee's Licensed Site(s).

**3.4 Program Materials.** Licensee shall purchase Program Materials from Starbucks, the Program Vendor or other vendor approved by Starbucks. Program materials include the Starbucks Cards, card sleeves and display units for the Starbucks Cards. Minimum order quantities may apply. Starbucks Card materials that serve as disclosures to the customer, registration forms and similar information regarding the Starbucks Card shall be provided to Licensee at no cost.

### **3.5 Technical Requirements.**

**3.5.1 General.** Licensee acknowledges that participation in the Program requires Licensee to acquire, integrate and implement certain equipment, software, telecommunications and transmission facilities and connectivity, and accessories, including the Technical Requirements, as may be required to enable Licensee to electronically transmit Starbucks Card transaction information, in a form and format acceptable to Starbucks and its Program Vendor, from each Licensed Site to Starbucks or its Program Vendor (collectively, "**Card Authorization Equipment**"). At Licensee's sole expense, Licensee shall provide, operate and maintain the proper operating environment necessary to participate in the Program and provide all necessary personnel to operate and maintain the Card Authorization Equipment. Licensee shall ensure that all personnel resources are qualified for the tasks assigned to them and that the Card Authorization Equipment is of good quality, and is in good operating condition. Licensee shall be solely responsible for the adequacy and accuracy of the Card Authorization

Equipment. For so long as Licensee participates in the Program, Licensee shall be responsible for ensuring that its Card Authorization Equipment is compatible with all Starbucks Cards used in the Program. In addition, Starbucks shall not be responsible for troubleshooting, repairing, or configuring the Card Authorization Equipment, except as provided in this Agreement. Licensee shall also be responsible for any systems modifications and/or programming to the Card Authorization Equipment that may be necessary from time to time to enable Licensee to utilize any upgrades to the Program Vendor's software or services which may be released by the Program Vendor from time to time.

**3.5.2 Third-Party Materials.** Licensee acknowledges that the proper operation and implementation of the Program requires certain equipment, software, applications or other code, including, but not limited to, the Card Authorization Equipment, provided by third party suppliers or licensors, including the Program Vendor necessary to support and participate in the Program ("**Third-Party Materials**"). Licensee is responsible for securing the necessary license agreements and authorizations to use such Third-Party Materials.

**3.6 Certification.** Licensee must be certified by Starbucks or its designee prior to participation in the Program. Certification is required for each platform (e.g., fully integrated or stand-alone). Starbucks may require Licensee to be recertified in the event that Licensee makes any changes to its point of sale system that impacts Licensee's ability to Activate, Reload or Redeem the Starbucks Card. Licensee shall bear all costs associated with its certification.

**3.7 Program Management.** Licensee acknowledges that Starbucks has sole discretion as to the operation and administration of the Program and may change or discontinue the Program at any time. In the event of a change, Starbucks shall follow the process set forth in the Program Change section of the Starbucks Card Manual. Starbucks shall bear no liability for any losses claimed as a result of or in connection with such a change.

**3.8 Reporting.** Each party or its designee shall provide reports concerning total billings, Net Settlement Processing, transaction reconciliation, and such other matter as specified in the Starbucks Card Manual. All reports shall be in a form and format determined by Starbucks; provided, however, that if Starbucks changes requirements following initial implementation, Licensee shall have a commercially reasonable time within which to make necessary changes.

**3.9 Audit Rights.** Starbucks reserves the right to audit Licensee for compliance, performance, or quality standards specified in this Agreement and the Starbucks Card Manual. Such audit may include the evaluation of the Licensee's ability to accurately process Starbucks Card transactions through Licensee's systems, satisfaction of the applicable Technical Requirements, and proper processing of Activations, Reloads and Redemptions of the Starbucks Card with the Program Vendor. Issues identified during the audit will be documented and change requests submitted by Starbucks to the Licensee to resolve those issues in a commercially reasonable time.

#### **4. Marketing.**



#### 4.1 Promotion of the Starbucks Card.

**4.1.1 Promotional Programs.** Licensee's promotional activities involving the Starbucks Card are subject to Starbucks prior approval. Consistent with and subject to the Licensing Agreement, Licensee shall participate in all marketing programs related to the Starbucks Card. Starbucks shall have sole and exclusive approval over any marketing or promotional activities involving the Starbucks Card or the Trademarks.

**4.1.2 Promotional Materials.** From time to time, Licensee shall purchase promotional materials from Starbucks or a vendor approved by Starbucks. Promotional materials are materials such as posters, banners and counter cards. Starbucks shall apprise Licensee on a regular basis of marketing and promotional plans as they relate to the Starbucks Cards licensed pursuant to this Agreement. Licensee is responsible for the cost of these materials plus handling and shipping costs.

### 5. Payment Terms and Costs.

#### 5.1 Licensee Costs.

**5.1.1 Integration/Installation Costs.** Licensee is responsible for all costs associated with the Technical Requirements and training costs required to participate in the Program.

**5.1.2 Promotional Materials.** Marketing collateral shall be automatically shipped and invoiced per current processes for similar materials purchased under the Licensing Agreement, subject to Section 4.1 hereof.

**5.1.3 Transaction Fees.** Licensee will be charged a "Transaction Fee" equal to \$.07 U.S. (\$.10 CAD) for each attempted Redemption. No Transaction Fee will be charged for voids and timeout reversals of Redemptions or Redemptions that occur outside of the Licensed Site (ex: Sales Reconciliation and Consumer Dispute Resolution). Transaction Fees will be paid via the daily Net Settlement Process described in the Starbucks Card Manual. Starbucks reserves the right to make fair and reasonable changes to the Transaction Fee on October 1<sup>st</sup> of each calendar year. Upon request Starbucks will provide Licensee with back-up documentation sufficient to demonstrate that the changes to Transaction Fee are based on estimated costs of operating the Program. Starbucks reserves the right to modify the billing process over time after sixty (60) days' prior notice to Licensee. Transaction Fee adjustments shall be made prospectively, and Starbucks shall not process catch-up billings or refunds at year-end (9/30).

**5.2 Consumer Dispute Adjustments.** Adjustments made to a consumer's Starbucks Card as a result of a dispute shall be allocated between the parties as set forth in the Customer Service section of the Starbucks Card Manual.

**5.3 Settlement.** Starbucks and Licensee agree to use the Net Settlement Process specified in the Starbucks Card Manual to reconcile and settle payments between the parties. Net Settlement shall include Starbucks Card transactions only and shall not include payments due under the Licensing Agreement. All credits or other payments to Licensee's account are provisional and are subject to Starbucks final audit. Starbucks will debit or credit Licensee's account for any deficiencies and overages or deduct such amounts from settlement funds due to

Licensee and issue reports to Licensee of any such adjustments. Starbucks is not liable for any delays in receipt of funds or errors in debit and credit entries caused by entities other than Starbucks, including but not limited to any financial institution that is used to receive settlement funds. Licensee authorizes Starbucks and its bank to collect all adjustments, fees and other amounts due pursuant to this Agreement by deducting such amounts from the settlement amounts due from Starbucks or by debiting Licensee's bank account. If there are insufficient funds available to be withheld or debited to pay amounts owed, Licensee must immediately reimburse Starbucks upon demand. If Licensee believes adjustments are needed with respect to any debits or credits effected by Starbucks, or if Licensee has any other questions or concerns regarding net settlement, Licensee shall notify Starbucks in writing within ten (10) business days after such debit or credit is effected. If Licensee notifies Starbucks after such time period, Starbucks shall not have any liability to effect any related adjustment absent gross negligence or willful misconduct by Starbucks. Any voluntary efforts by Starbucks to investigate such matter shall not create any obligation to continue such investigation or to investigate any future notice of a question, concern or possible adjustment that is not timely submitted. Starbucks reserves the right to finally resolve any disputes that are not resolved via the Net Settlement Process.

**5.4 Sales Reconciliation.** Starbucks and Licensee agree to use the Sales Reconciliation process outlined in the Starbucks Card Manual to reconcile discrepancies. Any disputes that remain after following the process set forth in the Starbucks Card Manual will be audited and finally resolved in accordance with Section 5.7.

**5.5 Relationship to Licensing Agreement.** The fees and payments specified in this Agreement are independent of and have no effect on the amounts payable under the Licensing Agreement. Without limiting the foregoing, (a) any amounts owed due to Redemption shall not be interpreted as a credit against any royalties or fees due under the Licensing Agreement; (b) all Redemptions should be treated as "like cash" transactions under the Licensing Agreement for purposes of calculating Gross Sales therein; and (c) Activations and Reloads of the Starbucks Cards shall not be considered for purposes of calculating Gross Sales under the Licensing Agreement.

**5.6 Own Costs.** Except as expressly provided in this Agreement, each party shall be responsible for all costs, expenses, or losses incurred by it in connection with the negotiation, execution, and performance of this Agreement.

**5.7 Auditing.** Starbucks has the right at its sole discretion to conduct or cause to be conducted, upon reasonable written notice to Licensee, an inspection and audit of point of sale, financial records and data relating to Starbucks Card transactions (including Activation, Redemption, or Reloading of Starbucks Cards) that arise in connection with this Agreement. Any such audit will be conducted during the Licensee's regular business hours and in its offices. All information and data subject to review shall be treated as the confidential and proprietary property of Licensee. Such audit shall be at Starbucks expense unless such audit discloses Licensee has under or over reported the billing or payments for any three month period by more than five percent (5%), in which event such audit expenses shall be paid by Licensee, and any underpayments or overpayments shall immediately be corrected resulting in full credit for any adjustments. Upon completion of the audit, Licensee may, within ten (10) days, dispute such determination. If such determination is disputed, the parties shall agree upon an independent



accounting firm, shall instruct such accounting firm to audit such records, such determination to be made within forty-five (45) days of appointment of such independent accounting firm and such determination to be final, conclusive, and binding on all parties to this Agreement. In the event that the independent audit does not vary from the results of the Starbucks audit by more than ten percent (10%), Licensee shall pay for the costs of the independent audit; otherwise Starbucks shall pay for such audit. This Section 5.7 shall survive for a period of one (1) year after the termination or expiration of this Agreement.

## 6. Term and Termination

**6.1 Program Term.** This Agreement shall continue in full force and effect for the duration of the Licensing Agreement, unless earlier terminated pursuant to this Section 6.

**6.2 Termination for Default.** Either party may terminate this Agreement due to default by the other party (the "**Defaulting Party**") by providing written notice to the Defaulting Party at any time prior to expiration of the Agreement as follows:

**6.2.1 Material Breach.** In the case of a material breach, this Agreement may be terminated by giving the Defaulting Party not less than thirty (30) days' prior written notice of termination (or such longer notice as may be required by applicable law) based on the failure of the Defaulting Party to comply with any terms required to be observed by the Defaulting Party under this Agreement or any other agreement between the Defaulting Party and the terminating party, or on any grounds that provide a basis for termination of this Agreement under applicable law and, in the case of any default capable of being cured, failure to cure such default within thirty (30) days after receipt of written notice of default.

**6.2.2 Successive Defaults.** In the event of successive defaults, this Agreement may be terminated on the fourth default by the Defaulting Party within any 12-month period, after three such defaults of which the Defaulting Party was given notice and an opportunity to cure, regardless of whether previous defaults were cured, and without affording the Defaulting Party any additional time to cure such default.

**6.2.3 Insolvency.** The Defaulting Party's filing of a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or the Defaulting Party's admission or failure to contest the material allegations of any such pleading filed against it, the entry of an order for relief against the Defaulting Party under the Bankruptcy Code, the adjudication of the Defaulting Party as insolvent, the appointment of a receiver for a substantial part of the assets of the Defaulting Party, the abatement of the claims of creditors of the Defaulting Party under any law, or the making of an assignment for the benefit of creditors or similar disposition of assets shall be grounds to terminate this Agreement.

**6.2.4 Wrongful Conduct.** This Agreement may be terminated (i) due to the Defaulting Party's participation in fraud or criminal misconduct, or (ii) if the Defaulting Party or any of its officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a charge of any felony, or violation of any law, the violation of which will adversely affect the other party's trademarks, reputation or customer loyalty.

**6.2.5 Breach of Confidentiality.** The Defaulting Party's unauthorized use, disclosure or duplication of the Confidential Information of the terminating party shall be grounds for termination of the Agreement.

### **6.3 Termination by Starbucks.**

**6.3.1 Termination of Program.** Starbucks may terminate this Agreement or participation of one or more of Licensee's Licensed Sites in select states with thirty (30) days' prior written notice if (a) Starbucks ceases to make the Program generally available to its licensees by business segment; (b) Starbucks elects to terminate the Program completely, or (c) the imposition of legal or regulatory burdens after the Effective Date make the administration of the Program unduly burdensome or commercially impractical in the state(s) in which the Licensed Site(s) is located.

**6.3.2 Suspension.** Starbucks may suspend Licensee's participation in the Program under this Agreement if, in Starbucks reasonable discretion, Licensee fails to meet any material obligation under this Agreement, including, but not limited to, satisfying the requirements set forth in the Starbucks Card Manual. In the event of such a suspension, Starbucks shall provide written notice to Licensee and Licensee shall have ten (10) days to correct the basis for the suspension. If Licensee does not correct the basis of the suspension within such ten-day period, Starbucks may terminate this Agreement pursuant to Section 6.2.1 (notwithstanding the cure period therein).

**6.4 Relationship to License Agreement.** Any default under the Licensing Agreement shall constitute a default for the like provision under this Agreement, and if no such similar provision exists, for purposes of Section 6.2.1. Likewise, a default under this Agreement shall be considered a default or breach of the Licensing Agreement.

**6.5 Effect of Termination.** Upon the expiration or termination of this Agreement or termination with respect to select Licensed Sites, all license grants herein shall terminate for the applicable Licensed Sites and Licensee shall for each applicable Licensed Site (a) immediately cease issuing, reloading, redeeming, promoting or otherwise marketing the Starbucks Card, and (b) return or destroy all promotional materials related to the Starbucks Card. Notwithstanding the termination or expiration of this Agreement, in addition to any fees or other amounts outstanding arising prior to the effective date of termination, the following Sections shall survive in accordance with their terms: Sections 1, 2, 3.9, 5.3, 5.4, 5.5, 5.6, 5.7, 6.5, 7, 8, 9, 10, 11 and 12.

## **7. Customer Information; Confidentiality.**

**7.1 Non-Disclosure Agreement.** The parties have previously executed a Confidentiality and Non-Disclosure Agreement, the terms of which are hereby incorporated by reference into this Agreement. This paragraph and all other provisions of this Agreement referencing Confidential Information augment and do not supersede any written Confidentiality Agreement or Non-Disclosure Agreement existing between the parties.

**7.2 Consumer Data.** Licensee shall not take, nor authorize any third party to take, any action to (a) associate the Activation, Reloading or Redemption of a Starbucks Card to any identifiable individual other than for purposes of issuing a sales receipt to such person, or (b) track the sales or usage of any specific Starbucks Card. All consumer information is property of Starbucks. Both Parties shall adhere to all applicable consumer privacy laws as they relate to the Starbucks Card.

## **8. Acknowledgement Regarding Banking Laws.**

To the best of Starbucks knowledge, the Activation, Reloading, and Redemption of stored value cards for the goods and services of Starbucks as administered under the Program are not currently subject to federal and state banking, money transmission, sale of checks or similar finance or banking laws (collectively, "**Banking Laws**"). The parties acknowledge that such Banking Laws, implementing regulations, and current interpretations by regulatory authorities are subject to change. In the response to such changes, Starbucks may change the Program and amend the Starbucks Card Manual or terminate this Agreement or participation of Licensed Sites pursuant to Section 6.3.1. Starbucks does not represent or warrant that the Program and Activation, Reloading, or Redemption of the Starbucks Card are compliant with Banking Laws. Licensee assumes all risk of loss or regulation associated with its participation in the Program.

## **9. Representations and Warranties; Disclaimers.**

**9.1 Licensee's Representations and Warranties.** Licensee represents and warrants to Starbucks that: (a) Licensee has full power and authority to enter into and perform this Agreement; (b) the execution and delivery of this Agreement has been duly authorized; (c) this Agreement does not violate any law or breach any other agreement to which Licensee is a party or is bound; (d) Licensee's participation in the Program, including, but not limited to, the Activation, Reloading, and Redemption of the Starbucks Card, will be for lawful purposes and will not violate any applicable law, ordinance or regulation (including, but not limited to, privacy laws); (e) Licensee will not make any representation or warranty for or on behalf of Starbucks contrary to the information provided by or statements made and approved by Starbucks; and (f) Licensee will comply at all times with the terms and conditions of this Agreement and the Starbucks Card Manual.

**9.2 Starbucks Representations and Warranties.** Starbucks hereby represents and warrants to Licensee that: (a) Starbucks has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, and (c) subject to Section 8 and to the best of Starbucks knowledge, this Agreement does not violate any law or breach any other Agreement to which Starbucks is a party or is bound.

**9.3 Third-Party Materials.** Third-Party Materials or parts thereof, are not manufactured or developed by Starbucks, but may be supplied or sublicensed by Starbucks under this Agreement. Licensee hereby releases Starbucks and its suppliers from any and all claims, causes of action, damages, losses and expenses incurred by Licensee with respect to Licensee's use or inability to participate in the Program arising out of or related to such Third-Party

Materials. Third-Party Materials or parts thereof that are not manufactured by Starbucks are warranted only to the extent, and subject to the terms of the original warrant given by the manufacturer. Starbucks shall have no responsibility or liability with respect to such Third-Party Materials.

**9.4 Disclaimer.** Starbucks does not make any representation, warranty, covenant or guarantee as to the availability or performance of the Program, any Starbucks Card, or the quality or timeliness of performance of the Program Vendor. Licensee acknowledges that it assumes all financial risk associated with its participation in the Program and any Activation, Reloading or unauthorized Redemption of a Starbucks Card, except as specifically provided in this Agreement.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS MADE BY STARBUCKS, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM, THE PROGRAM VENDOR, THE STARBUCKS CARD, THE PROMOTIONAL MATERIALS OR ANY OTHER ITEM OR SERVICE PROVIDED BY STARBUCKS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, IMPLIED CONDITIONS OR WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. STARBUCKS FURTHER DOES NOT REPRESENT OR WARRANT, AND SHALL HAVE NO LIABILITY, THAT THE PROGRAM OR THE STARBUCKS CARDS WILL MEET ALL OF LICENSEE'S OR ITS CUSTOMERS' REQUIREMENTS, OR WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR VIRUS-FREE.

## **10. Limitation of Liability.**

STARBUCKS WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, REPLACEMENT GOODS, OR INTERRUPTION OF USE OF THE PROGRAM, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF STARBUCKS HAD BEEN ADVISED OF THE POSSIBILITY THEREOF. IN THE EVENT STARBUCKS BECOMES LIABLE FOR ANY DAMAGES TO LICENSEE, STARBUCKS AGGREGATE LIABILITY TO LICENSEE UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH LICENSEE BRINGS ITS CLAIM.

## **11. Indemnification.**

**11.1 General.** Licensee hereby agrees to indemnify and hold harmless Starbucks, its officers, directors, shareholders, employees, agents, and attorneys, and each of them, in their

corporate and individual capacities, from any liability or damage any of them may incur, including reasonable attorneys' fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, arising out of or otherwise connected with (a) any act of omission or commission by Licensee or its officers, directors, shareholders, partners, employees, or agents, except to the extent such liability or damage is due to the negligence or fault of Starbucks, (b) the License, (c) the Trademarks (other than as a result of Licensee's use thereof in the manner expressly authorized herein), and (d) any financial loss by Starbucks for monetary value debited or credited to a Starbucks Card due to Licensee's Activation, Reloading or Redemption of a Starbucks Card. The obligation of Licensee to provide such indemnification to Starbucks and its officers, directors, shareholders, employees, agents, and attorneys shall survive termination or expiration of this Agreement. Starbucks agrees to indemnify and hold harmless Licensee for any claim based on Starbucks negligence or intentional acts of Starbucks committed or omitted in administering the Starbucks Card. In addition, Starbucks will indemnify and hold Licensee harmless from any third party claim or loss based on Starbucks wrongful failure to honor a Starbucks Card provided that indemnification shall be limited to replacement of such Starbucks Card(s).

**11.2 Terms of Defense.** Each party shall immediately undertake the defense of any legal action against or involving the other party (and as to which the first named party shall, in accordance with the proviso set forth hereunder, be presumptively required to provide such indemnification) and shall retain reputable, competent and experienced counsel to represent the interests of the party being indemnified ("the Indemnitee"). The indemnifying party (the "Indemnitor") shall notify the Indemnitee of the identity of such counsel not less than forty eight (48) hours prior to retaining them, and Indemnitee shall have the right during this period to approve or disapprove any such counsel; such approval shall not be unreasonably withheld. Licensee shall not settle any legal action involving Starbucks without the specific prior written consent of Starbucks, such consent not to be unreasonably withheld. Starbucks shall have the right to obtain separate counsel and to participate in the defense, compromise or settlement of the action. Neither party shall be required to seek recovery from third parties or otherwise mitigate its losses to recover the full amount of its indemnified losses and expenses from the indemnifying party.

## **12. General Provisions.**

### **12.1 INTENTIONALLY OMITTED. NUMBERING RESERVED**

**12.2 Relationship of Parties; Limited Agent.** Licensee is an independent contractor and is not, and shall not hold itself out as, a partner, joint-venturer, agent, employee, or legal representative of Starbucks, and is not otherwise authorized to act for or on behalf of Starbucks as a result of this Agreement or any other agreement and cannot act for nor legally bind Starbucks. Licensee is not authorized to make any agreement, warranty, covenant, or other representation or to create any obligation, express or implied, on behalf of Starbucks, nor shall Licensee represent that it has any right or power to do so.

**12.3 Limitation of Remedy.** If Starbucks should breach this Agreement or any related agreement, Licensee may pursue whatever remedies may be available at law or in equity (except as specifically and expressly waived hereunder), provided, that in no event shall Licensee have a



general offset remedy of withholding any undisputed payment due Starbucks under this Agreement. If Licensee breaches this Agreement or any related agreement, Starbucks may pursue any remedies that may be available at law or in equity.

**12.4 Severability.** If any provision of this Agreement or the application of any provision to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. Starbucks and Licensee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

**12.5 Waiver and Consent.** No waiver by either party of any covenant or condition or the breach of any covenant of this Agreement to be kept or performed by the other party shall be construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Acceptance by Starbucks of any payments due it hereunder shall not be deemed to be a waiver of any preceding breach by Licensee of any terms, covenants, or conditions of this Agreement.

**12.6 Modification.** To be effective, any modification of this Agreement must be in writing and signed by Licensee and Starbucks, except for modifications to the Starbucks Card Manual from time to time or other matters as to which express provision is made herein for unilateral action by a party hereto.

**12.7 Section Headings; Pronouns.** This Agreement may be executed in duplicate originals, each of which shall be deemed an original. The Section headings are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

**12.8 Dispute Resolution; Attorneys' Fees and Costs.** Any controversy or claim arising out of or in any way connected with this Agreement or the alleged breach hereof shall be resolved by the parties as follows: Any dispute that cannot be resolved informally will be escalated to the corporate counsel, vice president or above level of the respective parties for resolution. If it remains unresolved, the parties may agree to mediate the dispute or to pursue legal remedies. If either party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement (including enforcing any obligations surviving termination or expiration), then the prevailing party will be entitled to recover from the nonprevailing party the amount of all reasonable fees of counsel and all other expenses reasonably incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

**12.9 Interest.** Any sum owed to Starbucks by Licensee, or paid by Starbucks on Licensee's behalf as expressly authorized in this Agreement or permitted under law or equity, shall bear interest from the date due until paid by Licensee at the rate of twelve percent (12%)

per annum or, if lower, the maximum lawful rate. Any sum owed by Starbucks to Licensee shall bear interest from the date due until paid by Starbucks at the rate of twelve percent (12%) per annum or, if lower, the maximum lawful rate.

**12.10 Notices.** Notices under this Agreement shall be in writing, and shall be delivered in person or by certified mail, return-receipt requested, prepaid, to the notice address of each party as set forth in the Licensing Agreement or to such other address any party shall have specified in a written notice to the other.

**12.11 Successors and Assigns.** Licensee may not assign or delegate its rights and obligations under this Agreement except as provided in the Licensing Agreement. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

**12.12 Incorporation.** The terms of the Starbucks Card Manual, as the same may change from time to time, are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein; provided that to the extent any term or condition of the Starbucks Card Manual conflicts or is inconsistent with a term or condition of this Agreement, this Agreement shall control.

**12.13 Acknowledgments.** Licensee acknowledges that:

**12.13.1** Starbucks expressly disclaims the making of, and Licensee acknowledges that it has not received or relied upon, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

**12.13.2** It knows of no representation by Starbucks, or its officers, directors, shareholders, employees, agents, or servants, about Licensee that is contrary to the terms of this Agreement or the documents incorporated herein, and further represents to Starbucks as an inducement to its entry into this Agreement, that it has made and makes no representations to Starbucks except as expressly set forth in this Agreement in obtaining this Agreement.

**12.14 Force Majeure.** Nonperformance of either party, except nonperformance of payment obligations, will be excused to the extent that performance is rendered impossible by any act of God or circumstances beyond the control of a party and without its fault or negligence, including without limitation, fire, war, riots, flood, earthquake, failure of third party hardware or software, governmental acts or orders or restrictions, or power or communications failure (a "**Force Majeure Event**"), provided that the non-performing party gives prompt notice of such Force Majeure Event to the other party and makes all commercially reasonable efforts to remove such causes of nonperformance promptly and perform whenever such Force Majeure Event has ceased. In the event that the Force Majeure Event continues for greater than thirty (30) days, either party may terminate this Agreement upon written notice to the other party, and upon such termination, neither party shall have any further obligation or liability to the other except as set forth in Section 6.5.

**12.15 Advice of Counsel.** Each party agrees that it has had adequate time to review this Agreement and consult with counsel and has entered into this Agreement with a full understanding of its rights and obligations herein.

**12.16 Entire Agreement.** This Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the entire agreement between Starbucks and Licensee in respect of the subject matter hereof, and supersedes all prior agreements between Starbucks and Licensee in connection with its subject matter. No officer, employee, or other servant or agent of Starbucks or Licensee is authorized to make any representation, warranty, or other promise not contained in this Agreement. No change, termination, or attempted waiver of any provision of this Agreement shall bind Starbucks or Licensee unless in writing and signed by Starbucks and Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year indicated below.

EXECUTED by Licensee, this \_\_\_ day of \_\_\_\_\_, 2010.

University of Idaho

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXECUTED by Starbucks at Seattle, Washington, this \_\_\_ day of \_\_\_\_\_, 2010.

Starbucks Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT 1 to STARBUCKS CARD LICENSE AGREEMENT**

**STARBUCKS CARD MANUAL**

[Attach Current Manual]

**EXHIBIT 2 to STARBUCKS CARD LICENSE AGREEMENT**

**APPROVED PRODUCTS**

The Starbucks Card may be used to purchase Starbucks Merchandise. Starbucks Merchandise includes all products sold through the Licensed Site that are subject to a royalty under the Licensing Agreement, plus the following items for Licensed Sites that source these products through alternative channels:

- Starbucks Bottled Frappuccino
- Starbucks Double Shot
- Starbucks Ice Cream
- Starbucks Packaged Coffee
- Packaged and Bottled Tazo Tea Products

EXHIBIT C

**REQUEST FOR WAIVER OF  
LEASE EXCLUSIVITIES OR PROTECTIONS**

This request is made pursuant to Section \_\_\_\_\_ of the Master Licensing Agreement between Starbucks Corporation (“Starbucks”) and \_\_\_\_\_ (“Licensee”) dated \_\_\_\_\_ (the “Agreement”).

Any capitalized terms not defined in this form shall have the meanings given to them in the Agreement.

Starbucks requests that Licensee not assert and hereby waive (solely to the extent it would otherwise restrict the operation of a Starbucks specialty retail store, kiosk, cart or other retail store owned by Starbucks) the benefits of any exclusivity or protection against similar or competing businesses to which it may be entitled under the Occupancy Agreement covering the subject proposed store listed below. Licensee shall provide Starbucks with a copy of this waiver following execution.

<b>Store</b>	
<b>Site Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Occupancy Agreement</b>	

**AGREED:**  
[Licensee]

**SUBMITTED BY:**  
Starbucks Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Office of the Idaho State Board of Education  
Capital Project Tracking Sheet  
As of October, 2010**

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Starbucks coffee retail operation within University Bookstore
- 2 **Project Description:** Capital Project to improve and upgrade the retail sales floor to accommodate a Starbuck coffee service location, located on the main campus of the University of Idaho, Moscow, Idaho
- 3 **Project Use:** Project will address items such as access, utility service, case and equipment installation ,finishes, and code required improvements.
- 4 **Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
9 Initial Cost of Project	\$ -	\$ -	\$ 528,000	\$ 528,000	\$ 43,000	\$ 395,000	\$ 90,000	\$ 528,000
10 History of Revisions:								
15 Total Project Costs	\$ -	\$ -	\$ 528,000	\$ 528,000	\$ 43,000	\$ 395,000	\$ 90,000	\$ 528,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other		
20 Initial Authorization Request, Oct 10					\$ 528,000	\$ 528,000	\$ 528,000
25 Total	\$ -	\$ -	\$ -	\$ -	\$ 528,000	\$ 528,000	\$ 528,000

27 \* University of Idaho Bookstore reserve and maintenance funds set aside for this purpose . UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the bid process and seek additional project authorization as may be required.

28 \*\* Project Contingency

	<b>Yr 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	
Gross Sales	\$ 500,000	\$ 540,000	\$ 572,400	\$ 589,572	\$ 607,259	\$ 625,477	\$ 644,241	\$ 663,568	\$ 683,476	\$ 703,980	
COGS	\$ 190,000	\$ 205,200	\$ 217,512	\$ 224,037	\$ 230,758	\$ 237,681	\$ 244,812	\$ 252,156	\$ 259,721	\$ 267,512	
Gross Margin	\$ 310,000	\$ 334,800	\$ 354,888	\$ 365,535	\$ 376,501	\$ 387,796	\$ 399,430	\$ 411,412	\$ 423,755	\$ 436,467	
GM as % of sales	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	
<b>Op Expenses</b>											
Labor	\$ 125,000	\$ 135,000	\$ 143,100	\$ 147,393	\$ 151,815	\$ 156,369	\$ 161,060	\$ 165,892	\$ 170,869	\$ 175,995	
Royalties	\$ 35,000	\$ 37,800	\$ 40,068	\$ 41,270	\$ 42,508	\$ 43,783	\$ 45,097	\$ 46,450	\$ 47,843	\$ 49,279	\$ 429,098
Advertising	\$ 10,000	\$ 10,800	\$ 11,448	\$ 11,791	\$ 12,145	\$ 12,510	\$ 12,885	\$ 13,271	\$ 13,670	\$ 14,080	\$ 122,599
Utilities Mtc	\$ 5,000	\$ 5,400	\$ 5,724	\$ 5,896	\$ 6,073	\$ 6,255	\$ 6,442	\$ 6,636	\$ 6,835	\$ 7,040	
License Fee	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
<b>Total Op Expenses</b>	<b>\$ 205,000</b>	<b>\$ 189,000</b>	<b>\$ 200,340</b>	<b>\$ 206,350</b>	<b>\$ 212,541</b>	<b>\$ 218,917</b>	<b>\$ 225,484</b>	<b>\$ 232,249</b>	<b>\$ 239,216</b>	<b>\$ 246,393</b>	\$ 581,698
<b>Risk Reserve</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	\$ 300,000
<b>Gross profit w/o depreciation</b>	<b>\$ 75,000</b>	<b>\$ 115,800</b>	<b>\$ 124,548</b>	<b>\$ 129,184</b>	<b>\$ 133,960</b>	<b>\$ 138,879</b>	<b>\$ 143,945</b>	<b>\$ 149,164</b>	<b>\$ 154,538</b>	<b>\$ 160,075</b>	\$ 1,325,093
IRR Calculation	(528,000) \$ 75,000	\$ 115,800	\$ 124,548	\$ 129,184	\$ 133,960	\$ 138,879	\$ 143,945	\$ 149,164	\$ 154,538	\$ 160,075	<b>19%</b>
NPV Calculation @ 15%	(528,000) \$ 75,000	\$ 115,800	\$ 124,548	\$ 129,184	\$ 133,960	\$ 138,879	\$ 143,945	\$ 149,164	\$ 154,538	\$ 160,075	<b>\$63,549.24</b>
Break-even	(558,000) \$ (453,000)	\$ (337,200)	\$ (212,652)	\$ (83,468)	\$ <b>50,492</b>	\$ 189,371	\$ 333,316	\$ 482,480	\$ 637,018	\$ 797,093	<b>Yr 5</b>

**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>SUPERINTENDENT'S UPDATE</b>	Information Item
2	<b>INDIAN EDUCATION PROGRAM UPDATE</b>	Information Item
3	<b>IDAHO SPECIAL EDUCATION MANUAL UPDATE</b>	Motion to Approve
4	<b>WEISER SCHOOL DISTRICT NO. 431 TUITION WAIVER</b>	Motion to Approve
5	<b>BRIGHAM YOUNG UNIVERSITY-IDAHO, AGRICULTURE EDUCATION FOCUSED REVIEW TEAM REPORT</b>	Motion to Approve
6	<b>APPOINTMENTS TO THE IDAHO STATE CURRICULAR MATERIALS SELECTION COMMITTEE</b>	Motion to Approve
7	<b>IDAHO PROFESSIONAL STANDARDS COMMISSION 2009-2010 ANNUAL REPORT</b>	Information Item

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**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

**BOARD ACTION**

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

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**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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**SUBJECT**

Indian Education Program Update

**BACKGROUND/DISCUSSION**

Mary Jane Oatman Wak Wak, Indian Education Coordinator, will give the Idaho State Board of Education a progress update on the strategic plan and direction of Indian Education in Idaho.

**ATTACHMENTS**

Attachment 1 – Power Point Presentation

Page 3

**BOARD ACTION**

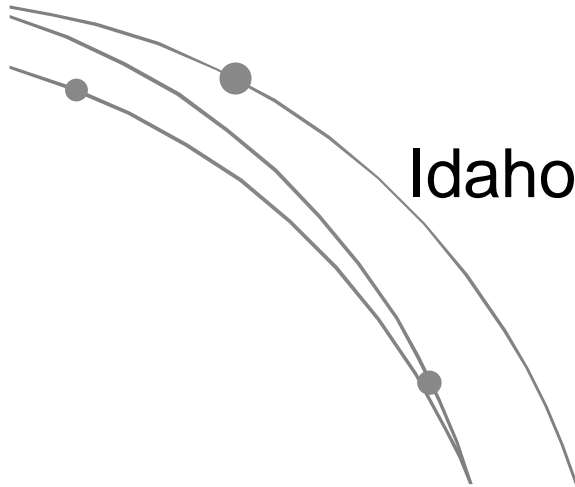
This item is for informational purposes only. Any action will be at the Board's discretion.

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# Idaho State Board of Education

## Office of Indian Education Program Update

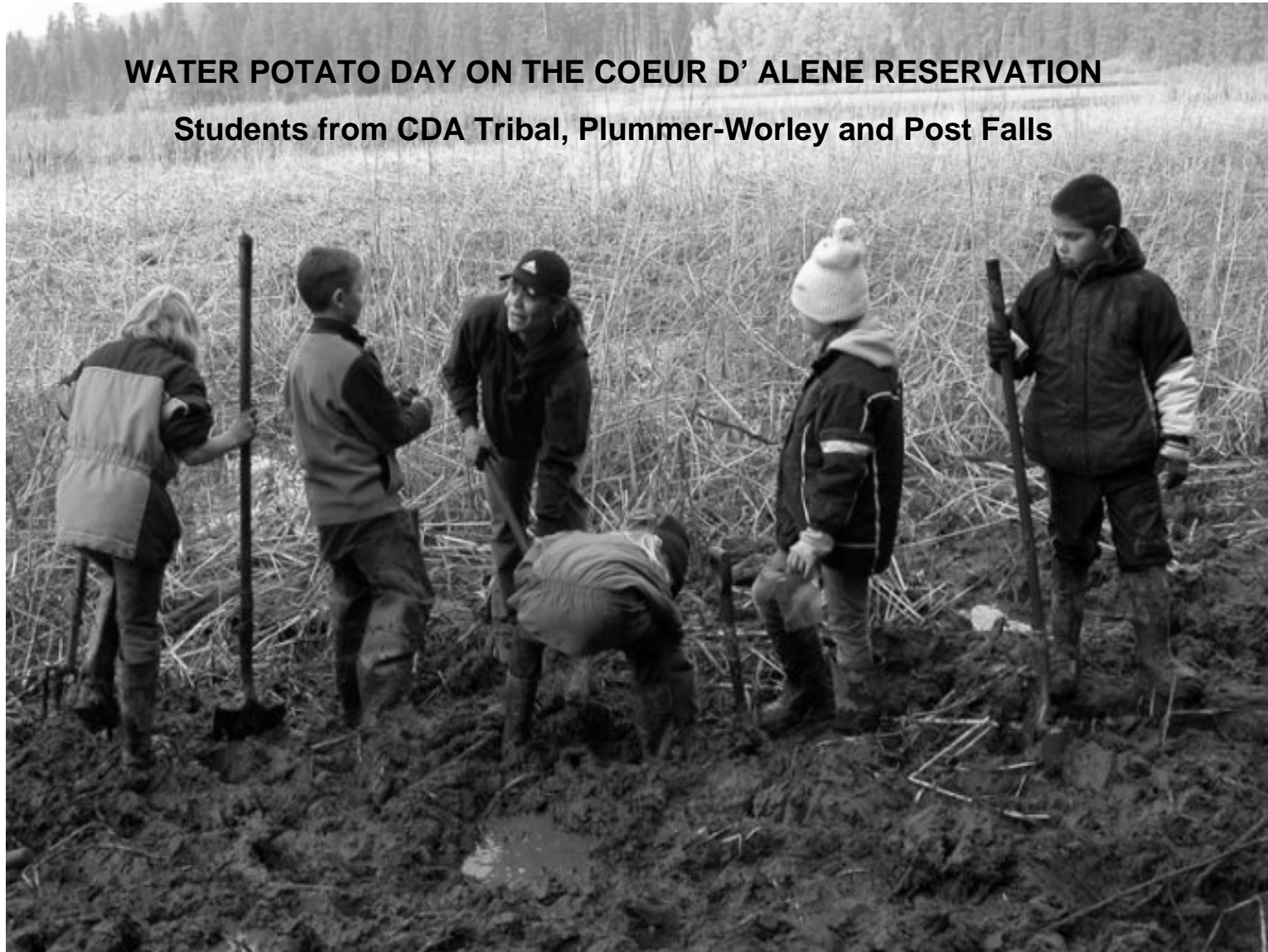
February 17, 2011



Idaho State Department of Education  
Superintendent Tom Luna

Mary Jane Oatman-Wak Wak, Indian Education Coordinator  
(208)332-6968

[MOwakwak@sde.idaho.gov](mailto:MOwakwak@sde.idaho.gov)



## Indian Education Report 2011

### State Indian Education Committee Representatives/Activities

#### Major Activities

- 1.) Enduring Understandings
- 2.) Title VII Programs
- 3.) Federal Program Reviews/District TA

#### Development of Indian Education Policy

- 1.) State (AI Language Certification/HB640)
- 2.) Federal (ESEA Reauthorization)

# State Indian Education Committee

(Executive Order)

17 members

5 Tribal Chairs, 5 Reservation K-12 Reps,  
5 College/University Representatives,  
State Indian Education Representative, 1  
BIE School Representative, 1 SDE  
Representatives

\*Desire by-law amendment to reflect a  
higher-education representative



## 2010-11 Committee

Chairperson: Bryan Samuels

Vice-Chairperson: Dr. Christine Meyer

Tribal Chairs/Reps:

Jennifer Porter/Kootenai, Dr. Meyer/Coeur d' Alene, Joel  
Moffett/Nez Perce, Robert Bear/Shoshone-Paiute, Tino  
Batt Shoshone-Bannock

K-12/BIE/SDE:

Justin Marsh, Bryan Samuels, Claudia Washakie, Bob  
Sobotta Sr.

College/University:

Evanlene MeltingTallow (NIC), Art Taylor (UI), Bob Sobotta  
Jr. (LCSC), Dr. Scott Willison (BSU), Dr. Beverly Klug  
(ISU)



# ENDURING UNDERSTANDINGS

\$40,000 Indian Land Tenure Foundation

\$15,000 From Idaho Tribes

Creation of standards-driven, tribally  
endorsed Treaties/Sovereignty/Federal  
Indian Policy curricular materials

\*FREE \*ACCESSIBLE \*INTERDISCIPLINARY

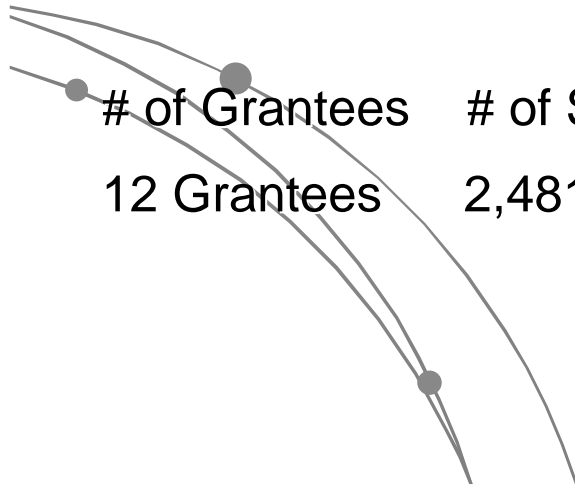
## TITLE VII Programs operating in Idaho Schools on and off reservations:

2006-07

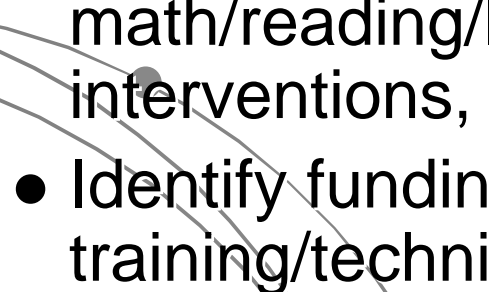
# of Grantees	# of Students	Total Award:	PPE:
10 Grantees	2,162	\$389,644	\$180.22

2009-10

# of Grantees	# of Students	Total Award:	PPE:
12 Grantees	2,481	\$474,119	\$191.10



# Federal Program Review/District TA

- Strengthening internal SDE collaboration between federal programs and content areas to track student data, identify culturally congruent programs to assist with American Indian/Alaska Native math/reading/language/science interventions, remediation, & supports
  - Identify funding sources to supplement training/technical assistance for LEA's
- 

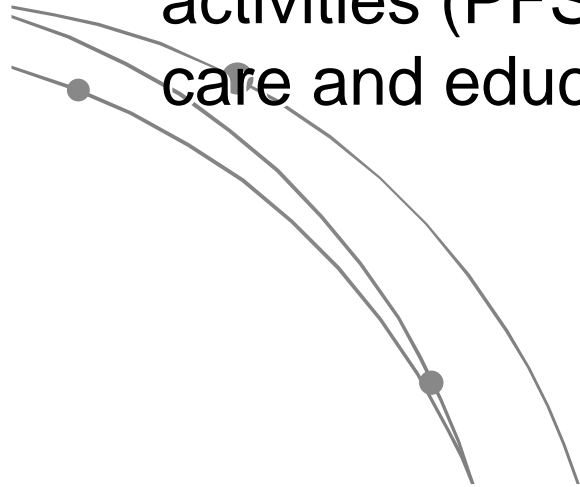
**Kamiah Middle School Students w/ Peter Vasquez of Second Chance Grance  
for Gang Prevention Assembly and Staff Training**



# Indian Education Policy

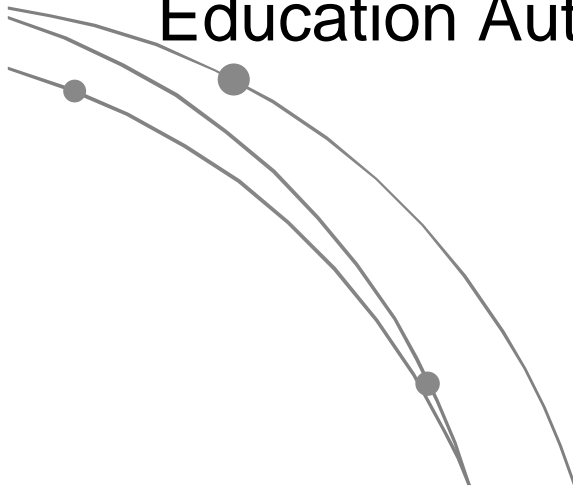
- **Indian Self-Determination Act of 1975**

Objective - To enable Indian tribes to assume the management and operation of programs, functions, services, and activities (PFSA) for the delivery of health care and education to Indian people.



# State

- American Indian Languages Teaching Certification
- HB640 Tribal Schools and Tribal Education Authority Defined





# Federal

- ESEA Reauthorization

- \*Title I: Tribes as SEA's Pilot/Demonstration

- \*Increased State/Tribal/LEA Collaboration

- \*Increases State/Tribal Consultation

- Title II: Reservation Teacher recruitment incentives through interagency collaboration

- \*Title VII: Strengthening the role of Indian Parent Advisory Committees

- \*Title VIII: Strengthening Indian Policies and Procedures role/language

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**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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**SUBJECT**

Idaho Special Education Manual Update

**REFERENCE**

December 10, 2009                      M/S (Luna/Edmunds): To adopt the changes to the Idaho Special Education Manual as submitted. Motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative code, IDAPA 08.02.03.109  
IDEA (Individuals with Disabilities Education Act) 34 CFR §300.512

**BACKGROUND/DISCUSSION**

The Special Education Manual includes the Procedural Safeguards Notice (PSN) which had been previously approved by the State Board of Education. There was an error in the approved PSN which included language for states that conduct due process hearings in a two-tier system. Idaho uses a one-tier system (complaints come directly to the State Department of Education) and the proposed language is consistent with Idaho Code.

The Procedural Safeguards were provided by the Federal Government for states to adopt and, as part of the revised Special Education Manual, and were approved by the State Board at its December 10, 2009 meeting.

The State Department of Education (SDE) was provided with updates to the Procedural Guidelines, and in 2009, changes to the Procedural Guidelines were offered that were different for “one tier” states vs. “two tier” states as it pertains to how hearings are conducted in due process complaints. By law, Idaho is a one-tier state (meaning due process complaints are coordinated by the SDE and not individual districts).

The language submitted was for processes involving a two tier system of due process hearings (where parties could be represented by nonattorneys) instead of the one-tier system (where parties may be represented by attorneys only). The change is to remove the following language under HEARING RIGHTS, 34 CFR§300.512 *“General 2. Be represented at the due process hearing by an attorney or nonattorney.”* It will be replaced with, *“General 2. Be represented at the due process hearing by an attorney.”*

By fixing the incorrect wording into the procedural safeguards, the Procedural Guidelines will be consistent with existing Idaho law.

There is also a change under Parental Consent for Services. The language, *“The timeline from consent to IEP implementation is 60 calendar days which excludes vacation time exceeding 5 consecutive school days, unless parties agree otherwise. IDAPA 8.02.03.109.04”* was removed to bring the State in line

**STATE DEPARTMENT OF EDUCATION**  
**FEBRUARY 17, 2011**

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with Federal Guidelines. Without this change, Idaho had a more restrictive timeline than is necessary to be compliant with the federal regulations.

**ATTACHMENTS**

Attachment 1 – Changes to Procedural Guidelines “Parental Consent for Services” Page 3  
Attachment 2 – Changes to Procedural Guidelines “Hearing Rights” Page 5

**BOARD ACTION**

A motion to approve the request by the State Department of Education to amend the Special Education Manual Procedural Guidelines from allowing non-attorneys to represent parties at due process hearings and instead indicating parties have the right to be represented by an attorney and to remove the timeline from consent to IEP implementation.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Part B Procedural Safeguards Notice**

The school district does not need consent from the parent for an initial evaluation to determine if the child is a child with a disability if:

1. Despite reasonable efforts to do so, the school district cannot find the child's parent;
2. The rights of the parents have been terminated in accordance with State law; **or**
3. A judge has assigned the right to make educational decisions to an individual other than the parent and that individual has provided consent for an initial evaluation.

*Ward of the State*, as used in IDEA, means a child who, as determined by the State where the child lives, is:

1. A foster child;
2. Considered a ward of the State under State law; **or**
3. In the custody of a public child welfare agency.

There is one exception that you should know about. *Ward of the State* does not include a foster child who has a foster parent who meets the definition of a *parent* as used in IDEA.

**Parental consent for services**

Your school district must obtain your informed consent before providing special education and related services to your child for the first time.

The school district must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent or later revoke (cancel) your consent in writing, your school district may not use the procedural safeguards (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services (recommended by your child's IEP Team) may be provided to your child without your consent.

If you refuse to give your consent for your child to receive special education and related services for the first time, or if you do not respond to a request to provide such consent or later revoke (cancel) your consent in writing and the school district does not provide your child with the special education and related services for which it sought your consent, your school district:

1. Is not in violation of the requirement to make a free appropriate public education (FAPE) available to your child for its failure to provide those services to your child; **and**
2. Is not required to have an individualized education program (IEP) meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

If you revoke (cancel) your consent in writing at any point after your child is first provided special education and related services, then the school district may not continue to provide such services, but must provide you with prior written notice, as described under the heading **Prior Written Notice**, before discontinuing those services.

~~The timeline from consent to IEP implementation is 60 calendar days which excludes vacation time exceeding 5 consecutive school days, unless parties agree otherwise.~~  
IDAPA 8.02.03.109.04

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### **Exceptions to the timeline**

The above timeline does not apply to you if you could not file a due process complaint because:

1. The school district specifically misrepresented that it had resolved the problem or issue that you are raising in your complaint; **or**
2. The school district withheld information from you that it was required to provide to you under Part B of IDEA.

## **HEARING RIGHTS**

---

### **34 CFR §300.512**

#### **General**

You have the right to represent yourself at a due process hearing. In addition, any party to a due process hearing (including a hearing relating to disciplinary procedures) has the right to:

1. Be accompanied and advised by an attorney and/or persons with special knowledge or training regarding the problems of children with disabilities;
2. Be represented at the due process hearing by an attorney ~~or non-attorney~~;
3. Present evidence and confront, cross-examine, and require the attendance of witnesses;
4. Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
5. Obtain a written, or, at your option, electronic, word-for-word record of the hearing; **and**
6. Obtain written, or, at your option, electronic findings of fact and decisions.

#### **Additional disclosure of information**

At least five business days prior to a due process hearing, you and the school district must disclose to each other all evaluations completed by that date and recommendations based on those evaluations that you or the school district intend to use at the hearing.

A hearing officer may prevent any party that fails to comply with this requirement from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

#### **Parental rights at hearings**

You must be given the right to:

1. Have your child present at the hearing;

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**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2010**

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**SUBJECT**

Weiser School District No. 431 Tuition Waiver

**REFERENCE**

February 27, 2009

M/S (Hall/Westerberg): To approve the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School form Annex School District in Oregon for the following years: 2007-2008, 2008-2009, 2009-2010, and 2010-2011. Subject to the annual review by the Weiser School District Board of Trustees. Motion carried 5-0 (Luna absent).

February 25, 2009

M/S (Luna/Agidius): To approve the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2008-09, 2009-10, 2010-11, and 2011- 12 school years; subject to annual review by the Weiser School District Board of Trustees. Motion carried unanimously.

February 17, 2010

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

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1405, Idaho Code

**BACKGROUND/DISCUSSION**

Several students residing in the small Annex School District in Malheur County, Oregon, across the Snake River from Weiser, Idaho, have been attending school in Weiser School District No. 431. The tuition charged by the Weiser School District for each of the students from Oregon is set by Idaho Code §33-1405. The tuition charged is more than the per pupil amount the Oregon state funding formula allocates to the Annex School District and continues to create a hardship to the Annex School District.

The request for approval is coming before the State Board of Education again this year, because waiver request must be made annually for each new student. Weiser School District has 15 new students this year which require approval.

**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2010**

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**IMPACT**

The Weiser School District is requesting the State Board of Education waive a portion (\$51.57 per month per student) of the tuition rate charge for each individual student attending Weiser High School from the Annex School District in Oregon for four years: 2010-11; 2011-12 and 2012-13; 2013-14, subject to annual review by the Weiser School District Board of Trustees.

The addition of 15 students from the Annex, Oregon area (representing about 3% of the Weiser High School student body) increases the costs of supplies, texts, and limited equipment (labs), but has little effect on the other budget lines and expenditures. The Annex District provides the bus transportation to Weiser High School.

**ATTACHMENTS**

Attachment 1 – Letter from Weiser School District Superintendent	Page 3
Attachment 2 – Letter from Weiser School District Board of Trustees	Page 5

**BOARD ACTION**

A motion to approve the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2010-11, 2011-12, and 2012-13, 2013-14 school years, subject to annual review by the Weiser School District Board of Trustees.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2010

**WEISER SCHOOL DISTRICT NO. 431**

925 PIONEER ROAD  
WEISER, IDAHO 83672  
PHONE (208) 414-0616 \* FAX (208) 414-1265

RECEIVED  
DEC 23 2010  
OFFICE OF THE  
STATE BOARD OF EDUCATION

JAMES A. REED  
*Superintendent of Schools*

WIL OVERGAARD  
*Academic Achievement Director  
and Special Services Director*

KYLA DICKERSON  
*District Clerk*

CHRISTY STENDER  
*Deputy Clerk*

December 14, 2010

Idaho State Board of Education  
P.O. Box 83720  
Boise, Idaho 83720-0037

**RE: Out of State Tuition Waiver (I.C. #33-1405)  
Annex, Oregon students attending Weiser High School**

The Weiser School District Board of Trustees requests the State Board of Education waive a portion (approximately \$51.57 per month per student) of the tuition rate charged for each individual student attending Weiser High School from Annex School District in Oregon for the 2010-2011 school year.

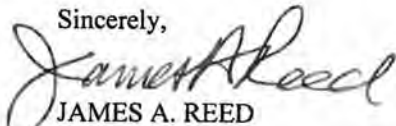
The Weiser School District is requesting the waiver for four years: 2010-11; 2011-12; 2012-13, and 2013-14 subject to annual review by the Weiser School District Board of Trustees.

The waiver will reduce the amount received by the Weiser School District by approximately \$51.57 per month per student this year. In subsequent years, the reduction will be an amount equal to the State Department of Education approved tuition rate minus the amount Annex School District receives for secondary students multiplied by the ADA of Annex students attending Weiser High School.

The addition of approximately fifteen (15) students from the Annex, Oregon area (representing about 3% of the Weiser High School student body) increases the costs of supplies, texts, and limited equipment (labs) but has little effect on other budget lines and expenditures. The Annex District provides the bus transportation to Weiser High School.

Attached, please find a letter of support for the waiver by the Weiser School Board of Trustees.

Sincerely,

  
JAMES A. REED  
Superintendent

Encl.

**HIGH ACHIEVEMENT**

**WEISER SCHOOLS**

**RESPONSIBLE CITIZENSHIP**

[www.weiserschools.org](http://www.weiserschools.org)

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STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2010

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**WEISER SCHOOL DISTRICT NO. 431**

925 PIONEER ROAD  
WEISER, IDAHO 83672  
PHONE (208) 414-0616 \* FAX (208) 414-1265

JAMES A. REED  
*Superintendent of Schools*

WIL OVERGAARD  
*Academic Achievement Director  
and Special Services Director*

KYLA DICKERSON  
*District Clerk*

CHRISTY STENDER  
*Deputy Clerk*

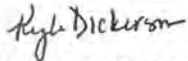
December 15, 2010

Idaho State Board of Education  
P.O. Box 83720  
Boise, Idaho 83720

**RE: Annex School District Tuition Waiver Request**

The Weiser School District #431 Board of Trustees at a regularly scheduled meeting of the school board on Monday, December 13, 2010 approved the tuition waiver request from the Annex Oregon School District for the Oregon High School students attending Weiser High School.

Sincerely,



KYLA DICKERSON  
Clerk of the Board  
Weiser School District #431  
Board of Trustees

*HIGH ACHIEVEMENT*

*WEISER SCHOOLS*

*RESPONSIBLE CITIZENSHIP*

[www.weiserschools.org](http://www.weiserschools.org)

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**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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**SUBJECT**

Brigham Young University-Idaho, Agriculture Education Focused Review Team Report

**REFERENCE**

August 19-20, 2009 M/S (Luna/Soltman): To accept the Professional Standards Commission recommendation to not approve with specific accommodations and conditions the Agriculture Education program at Brigham Young University. Motion carried unanimously.

**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 Professional Standards Commission and State Department of Education conducted an on-site focused visit of the Agriculture Education teacher preparation program at Brigham Young University-Idaho (BYU-Idaho) on March 18, 2009. The state team evaluation recommended conditional approval for the Agriculture Education program based on a specific area of deficit in Standard 1.1, Knowledge of Subject Matter. Due to the program's existing conditionally approved status, the Professional Standards Commission recommended to the Idaho State Board of Education who in turn agreed that the Agriculture Education Program at BYU-Idaho not be approved with the following accommodations and conditions:

1. Letters to current candidates informing them of the program status will be withheld at this time;
2. An on-site focused visit will be conducted no sooner than Fall 2010 and no later than September 1, 2011 at which time sufficient performance evidence must be available; and
3. New candidate enrollment in the program will be suspended until the program achieves approved status.

On October 26, 2010, the required on-site focused visit was conducted at BYU-Idaho by a state team composed of two evaluators and two state observers. The focus visit consisted of an evaluation of the Agricultural Education program by Dr. Julie Newsome and Stacey Jensen.

To evaluate the weaknesses cited in the 2009 report, the team reviewed syllabi, student work samples for AGED 460, and Candidates as well as the university faculty responsible for teaching the AGED 460 course were interviewed.

Standard 1.1, was evaluated for the Agriculture Education program. The state team recommends approval of this program based on the evidence presented

**STATE DEPARTMENT OF EDUCATION**  
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during the focus visit. The Agriculture Education program will be revisited as part of the full teacher preparation program review.

During its December 2010 meeting, the Professional Standards Commission voted to recommend approval of the Agriculture Education program at BYU – Idaho.

**IMPACT**

In order to achieve status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, BYU-Idaho must offer an Agriculture Education preparation program adequately aligned to State standards.

**ATTACHMENTS**

Attachment 1 – State Focused Review Team Report

Page 3

**BOARD ACTION**

A motion to accept the Professional Standards Commission recommendation and to approve the Agriculture Education program at Brigham Young University-Idaho.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**STATE REVIEW FOCUS VISIT TEAM REPORT  
BRIGHAM YOUNG UNIVERSITY – IDAHO**

**AGRICULTURE EDUCATION**

October 26-27, 2010

**Professional Standards Commission**

---

**Idaho State Board of Education**

**State Team:**

Stacey Jensen  
Dr. Julie Newsome

**State Observers:**

Christina Linder  
Katie Rhodenbaugh

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V. NCATE Addendum .....8

## I. INTRODUCTION

The Professional Standards Commission and State Department of Education conducted an on-site focused visit of the Agriculture Education teacher preparation program at Brigham Young University (BYU)-Idaho on March 18, 2009. The state team evaluation recommended conditional approval for the Agriculture Education program based on a specific area of deficit in Standard 1.1, Knowledge of Subject Matter. Due to the program's existing conditionally approved status, the Professional Standards Commission decided to recommend to the Idaho State Board of Education that the Agriculture Education Program at BYU-Idaho not be approved with accommodations and conditions. One of the conditions stated that *"An on-site focused visit will be conducted no sooner than fall 2010 and no later than September 1, 2011 at which time sufficient performance evidence must be available"*

On October 26, 2010, the required on-site focused visit was conducted at BYU-Idaho by a state team composed of two evaluators and two state observers. The focus visit consisted of an evaluation of the Agricultural Education program by Dr. Julie Newsome and Stacey Jensen.

To evaluate the weaknesses cited in the 2009 report, the team reviewed syllabi, student work samples for AGED 460, and Candidates as well as the university faculty responsible for teaching the AGED 460 course were interviewed.

Standard 1.1, was evaluated for the Agriculture Education program. The state team recommends approval of this program based on the evidence presented during the focus visit, The Agriculture Education program will be revisited as part of the full teacher preparation program review.

The review discussion for the Agriculture Education program is included in the next section of this report. A list of the BYU-Idaho program review interviewees, as well as an addendum of considerations for NCATE standards are included.

**II. PROGRAM REVIEW**

BYU-Idaho  
October 26-27, 2010

<b>PROGRAMS</b>	<b>RECOMMENDATIONS</b>
Agriculture Education	Approved

**III. TEAM FINDINGS**

**IDAHO STANDARDS FOR INITIAL CERTIFICATION  
OF PROFESSIONAL SCHOOL PERSONNEL**

**PROFESSIONAL STANDARDS COMMISSION  
State Department of Education  
State Program Approval Team Report**

**College/University:** BYU-Idaho      **Review Dates:** October 26-27, 2010  
**Standards(s) Reviewed:** Agriculture Education

**Standard 1: Knowledge of Subject Matter – The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates meaningful learning experiences that make these aspects of subject matter meaningful for students.**

<b>Element ENHANCEMENT</b>	<b>Unacceptable</b>	<b>Acceptable</b>	<b>Target</b>
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	

A review on March 18, 2009, found Standard 1: Knowledge of Subject Matter – Enhancement: 1.1 as unacceptable.

The BYU-Idaho institutional report indicated that AGED 460 has now been implemented and taught 2 times during the Fall of 2009 and Spring 2010. Twelve students have taken the course including all three student who are currently student teaching this Fall. Interviews with candidates, the AGED 460 course syllabus, AGED 460 work samples, as well as interviews with the AGED 460 instructor indicates that there is sufficient evidence to show that the unit provides instruction to teacher candidates in the area of philosophical principles and practices of professional-technical education specifically in the area of agricultural mechanics.

In addition it was noted that a new procedure and verification form titled “Student Teaching Verification of Completion of Coursework” was created to confirm completion of coursework and requirements prior to student teaching. The form includes a statement that “All praxis exams must be taken and passed prior to student teaching.” The candidate must initial next to this statement showing that they have done this. Additional evidence including Praxis scores and interviews indicated that current student teachers have all taken and passed the Praxis 700-Agriculture test. Current candidates seem to be aware of, and have made plans to take the Praxis test prior to their internship.

**Areas of Improvement:**

**None noted**

**Recommended Action for the Agriculture Education Program at BYU-Idaho.**

- Approved**  
 Approved Conditionally  
 Not Approved

**BYU-Idaho Program Review Interviewees**

**Administration**

Larry Thurgood  
Van Christman  
Ralph Kern  
Kevin Stanger

**BYU-Idaho Faculty**

Dr. Larry Stephens  
Dr. Garth Waddoups  
Robert Hale

**Candidates**

Kelsey Day  
Josh McPherson

**Completers**

Billie Jo Blackson  
Shawni Orr

Addendum

BYU-Idaho  
Focused Visit  
October 26, 2010

**NCATE Issues to Think About**

Standard One- Candidate Performance

1. Assessment must provide evidence of content knowledge, pedagogical knowledge, ability to plan, and effect on student learning.
2. Courses, assessments, and scoring rubrics must be explicitly aligned to standards.
3. Scoring rubrics must be based on specified criteria.

Standard Two- Assessment System

1. Must have the ability to aggregate and disaggregate data by program and individual candidate.
2. Must have unit assessments.

Standard Three- Field Experiences

1. Candidates must be placed at appropriate sites with qualified cooperating teachers and supervisors.

Standard Four- Diversity

1. Looking for diversity of faculty, candidates, and students in field sites.
2. Diversity is defined as differences in groups of people based on; ethnicity, race, socioeconomic status, gender, exceptionalities, language, and geographical area.

Standard Five- Faculty Qualifications

1. All faculty must be qualified to teach the courses they are assigned. This also includes adjuncts.
2. Faculty must model best practices in teaching, scholarship, and service.
3. Faculty must have opportunities for professional development.

Standard Six- Unit Governance and Resources

1. Does the unit have the authority and budget needed to provide programs?



**STATE DEPARTMENT OF EDUCATION  
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**SUBJECT**

Appointments to the Idaho State Curricular Materials Selection Committee

**APPLICABLE STATUE, RULE, OR POLICY**

IDAPA 08.02.03.128 Rules Governing Thoroughness, Curricular Materials Selection  
Sections 33-118 and 33-118a, Idaho Code

**BACKGROUND/DISCUSSION**

The Administrative Rules of the Idaho Board of Education, IDAPA 08.02.03.128 describes the membership of the Idaho State Curricular Materials Selection Committee. Membership on the Committee is for a term of five years with the exception of the representatives from the State Department of Education and the Division of Professional-Technical Education. Their terms are for one year.

Currently there are four openings on the Selection Committee. The two (2) open positions being recommended for appointment are Idaho State University and Idaho Public School Administrator positions. These recommendations are for a complete five-year term.

The two (2) remaining open positions at this time are (2) Parent Representatives. Positions are filled as applications are received, rather than holding onto an application until all positions can be filled.

The following is a summary of the process for soliciting nominations for each of the position

- Parent positions – call for nominations from PTA, various other parent organizations, teacher recommendations, etc.
- Teacher positions – call for administrator nominations
- Private parochial school parent, teacher or administrator – call for nominations from the Diocese of Boise Catholic Schools
- Administrator positions – call for a nomination from the Idaho Association of School Administrators
- School Trustee positions – call for a nomination from Idaho School Boards Association
- University positions – call for a nomination from Education Dean/Director at each institution

School nominations usually come in after the start of the school year. This applies to teacher, administrator and school board positions

**ATTACHMENTS**

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Attachment 2 – Wendy Perry Ruchti Vitae	Page 5
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Attachment 4 – Dana Bradley Resume	Page 13

**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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**BOARD ACTION**

A motion to approve the request by the State Department of Education for Wendy Perry Ruchti to be appointed to the Idaho State Curricular Materials Selection Committee as effective immediately through June 30, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No \_\_\_

A motion to approve the request by the State Department of Education for Dana Bradley to be appointed to the Idaho State Curricular Materials Selection Committee as effective immediately through June 30, 2015.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No \_\_\_

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## Curriculum Vitae Wendy Perry Ruchti

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### PERSONAL DATA

Address: 5100 Pinyon Dr.  
Pocatello, ID 83204

E-mail: [ruchwend@isu.edu](mailto:ruchwend@isu.edu)

Phone: 208-282-2624 (office) or 208-339-0786(cell)

### EDUCATION

- 2005 Ph.D, College of Education, University of Idaho, Moscow, Idaho;  
Emphasis: Curriculum and Instruction, Concentration: STEM Education
- 2001 M.S. Ed., Department of Education, University of Idaho, Moscow, Idaho;  
Major: Science Education, Concentration: Online Education
- 1993 B.S Brigham Young University, Provo, Utah  
Major: Zoology Composite Teaching/ Zoology

### PROFESSIONAL EXPERIENCE

- 2008-present *Associate Lecturer*, Educational Foundations/STEM Education, Idaho State University
- 2001- 2008 *Teacher*, Pocatello Community Charter School, 7<sup>th</sup> and 8<sup>th</sup> Math, Science, and Health; *Middle School Math/Science Curriculum Coordinator*
- 2005-2008 *Expeditionary Learning Schools National Math Institute Facilitator*, Atlanta, GA
- 2005 *Adjunct Instructor*, Idaho State University, Summer
- 1999-2001 *Undergraduate Instructor/Science Education Specialist*, University of Idaho, College of Education
- Teacher*, University of Idaho, Upward Bound Physical Science,
- 1999 *Learning Specialist*, University of Idaho, Student Support Service, 1998-1999
- 1994-96 *Teacher*, 7<sup>th</sup> and 8<sup>th</sup> Grade Life and Physical Science, Wuerzburg Middle School (Department of Defense Dependant School), Wuerzburg, Germany

### HONORS AND AWARDS

- Presidential Doctoral Research Fellowship, University of Idaho, \$75,000, 2001-2004
- NASA Opportunities for Visionary Academics (NOVA) Fellow, 2004
- First Place paper: *Building Bridges to Success. Stories of Service*. Northwest Regional Education Laboratory.
- Education Teaching Certificates and Endorsements (current)  
Idaho Secondary Certification  
Secondary Endorsements: Biology, Life Science, Natural Science,  
Idaho Elementary Education Certification
- Technology Competence, Idaho Technology Proficiency Examination
- Global Learning and Observations to Benefit the Environment (GLOBE) Idaho Trainer

**STATE DEPARTMENT OF EDUCATION  
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Wendy P. Ruchti Curriculum Vitae - 2

**MASTER'S THESIS**

Ruchti, W. (2001). *Comparison and evaluation of online and classroom instruction in elementary science teaching methods courses* (Unpublished master's thesis). University of Idaho, Moscow, ID.

**DOCTORAL DISSERTATION**

Ruchti, W. (2005). *The use of models and discourse in the development and assessment of proportional reasoning* (Unpublished doctoral dissertation). University of Idaho, Moscow, ID.

**TEACHING**

**Courses Taught**

Idaho State University

EDUC 3309: Instructional Planning, Delivery and Assessment

EDUC 3301: Inquiring, Thinking, Knowing

EDUC 3302: Classroom Management

EDUC 3331: Elementary Science Methods,

EDUC 3336: Social Science Methods,

EDUC 2201: Human Development and Individual Differences

University of Idaho courses co-taught:

EDTE 444: Elementary Science Teaching Methods

INTR 103: Integrated Science for Elementary Education Majors

**Distance Education & Courses Delivered Via Technology**

Summer 2010, EDUC 2201: Human Development and Individual Differences developed and delivered fully online

All courses listed under "Courses Taught" above are currently taught using a web-enhanced model (utilizing Moodle)

**New Course Development and Update of Curriculum**

- Idaho State University (2009-2010): EDUC 2201, Revision of Core Assessment: Middle School Developmental Analysis, Guidelines and Rubric
- University of Idaho (2000-2005):
  - INTR 103, Integrated Science for Elementary Education Majors and course webpage, co-developer
  - EDTE 444, Elementary Science Teaching Methods, co-developer
- Other:
  - Expeditionary Learning Schools National Math Institute, co-developer

**Supervision Activities**

- EDUC 3309: Instructional Planning, Delivery, and Assessment (150 hour pre-internship)

**STATE DEPARTMENT OF EDUCATION  
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Wendy P. Ruchti Curriculum Vitae - 3

**SCHOLARSHIP**

**Articles in Refereed Journals**

Sunal, C., Odell, M., Sunal, D., Mays, A. & Ruchti, W. (2004, Spring). Team teaching in an online environment: Effects on instructors and students. *Northwest Passage, Journal of Educational Practices*, 3, 39-48.

**Articles in Refereed Monographs or Proceedings of Scholarly Meetings**

Ruchti, W. (2000, June). Building Bridges to Success. *Stories of Service: National Service in the Northwest, Award-winning papers from the fifth annual NW National Service Symposium*, Northwest Regional Educational Laboratory, Portland, OR.

**Scholarly Presentations at Professional meetings/Conferences (not previously listed above)**

Ruchti, W, and Odell, M.R.L. (2002). Using web-based modules to teach science process skills to preservice teachers. Paper presented at the National Science Teachers Association Conference. Portland, Oregon.

Odell, M.R.L., Abbitt, J. and Ruchti, W. (2002). E-Learning: Research of Latest Findings, Paper presented at the Western Interstate Commission for Higher Education Conference.

Ruchti, W.P. and Odell, M.R.L., 2001. Comparison of Online and Classroom Instruction in an Elementary Science Methods Course. Paper presented at the Northern Rocky Mountain Educational Research Association Conference, Jackson Hole, Wyoming.

**Technical, Government or Final Reports of Funded Grants & Contracts**

- Total Instructional Alignment, Idaho State University, 2009-2010, science facilitator
- Idaho Humanities Council, Teacher Incentive Grant, 2003, PI
- Interactive Learning Environments, LAAP/FIPSE (US Department of Education), co-investigator
- Education Development Center, NSF grant, co-investigator
- Earth Observing System Project, NASA, co-investigator
- Idaho NOVA (NASA Opportunities for Visionary Academics)
- Global Learning and Observations to Benefit the Environment (GLOBE)
- Online learning annotated bibliography- National Center for Online Learning Research ([http://www.ncolr.org/pubs/VCOLR\\_Annotated\\_Bibliography%283-2002%29.pdf](http://www.ncolr.org/pubs/VCOLR_Annotated_Bibliography%283-2002%29.pdf))

**Scholarship in Progress and Unpublished Manuscripts**

Ruchti, W. Use of the iPod Touch for science education professional development. Proposal submitted to ISTA National Conference in June, 2011.

Ruchti, W., Odell, M. and Kennedy, T. (2010). Middle school students' use of pictorial models in the development of proportional reasoning (in progress)

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Wendy P. Ruchti Curriculum Vitae - 4

Ruchti, W. Odell, M., and Kennedy, T. (2010). Using engineered conflict to facilitate a deeper understanding of proportional reasoning (in progress)

**Completion of Job-Related Professional Development Courses**

- Expeditionary Learning Outward Bound Math Institute, Participant, Denver, CO 2003-4
- Expeditionary Learning Schools Literacy Summit, Portland, OR, November 2002
- Association on Higher Education and Disability (AHEAD) TRIO Training, Boston, MA, 1999
- “The Fate of the Bird is in Your Hand” Critical Thinking: The Cornerstone of Education, University of Idaho, 1999
- Writing Across the Curriculum, University of Idaho, 2000
- Global Learning and Observations to benefit the Environment (GLOBE), University of Idaho, 2000
- Project Learning Tree, Provo, Utah, 1993
- Project Wild, Provo, Utah, 1993

**SERVICE**

**Current Professional & Academic Association Memberships**

- National Science Teachers Association (NSTA)
- Idaho Science Teachers Association (ISTA)
- American Education Research Association (AERA)
- Northern Rocky Mountain Educational Research Association (NRMERA)
- National Association of Research in Science Teaching (NARST)
- National Middle School Association (NMSA)

**Professional Development Presentations at Professional Meetings/Conferences**

Kauer, J. and Ruchti, W. (2010, April). Family Diversity, Struggles and Strategies. Invited presentation, Eastern Idaho Regional Medical Center Diversity Week.

**Inservice Courses and Workshops to Schools**

- Differentiating Instruction. Kellogg, Idaho School District.
- EDC Science Curriculum Dissemination Center Seminars I and II: directed in Moscow, Idaho, and in Pocatello, Idaho (Eisenhower Grant Funded)
- Best Practice Research in Online Learning, University of Alabama, Tuscaloosa, Alabama, December, 2000

**Professional-Related Consulting**

National Science Teachers’ Association Online Advisor, present

**University Committee Work and Leadership**

**College Level**

- Idaho State University Core Assessment Committee: EDUC 201: Human Development and Individual Differences Representative (2009-2011)

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Wendy P. Ruchti Curriculum Vitae - 5

**Program Coordinator**

- Secondary Education Program Coordinator(2010-2011)
- Masters in Elementary Education STEM emphasis program development (2010)

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STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011



**CASSIA SCHOOL DISTRICT NO. 151**

237 EAST 19<sup>TH</sup> STREET • BURLEY, ID 83318-2444 • (208) 878-6627 • FAX (208) 878-3395

Dana Bradley  
*Curriculum Director*

October 15, 2010

Val Fenske, Coordinator  
Idaho State Department of Education  
P.O. Box 83720  
Boise, ID 83720-0027

Re: Curricular Materials Selection Committee

Dear Val,

This letter is to express my interest in serving as a school administrator representative on the State Board Curricular Materials Selection Committee.

I have a strong interest and commitment in seeing that the best instructional materials are made available to Idaho's schools. I believe this is a critical process to help our districts best serve their student needs. This is going to become increasingly more important as we begin to collectively address common core standards and 21<sup>st</sup> century learning skills for the students of Idaho.

I hope the committee will consider me for the vacancy.

Sincerely,

A handwritten signature in cursive script that reads "Dana Bradley".

Dana Bradley

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STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011

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DANA BRADLEY

EDUCATION

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2008 University of Idaho Boise, Idaho  
*Education Specialist in Education Leadership*

2003 University of Idaho Boise, Idaho  
*Masters of Education Administration – Instructional Leadership*  
K-12 Principal Endorsement

1994 Idaho State University Pocatello, Idaho  
*Bachelor of Arts, Elementary Education*  
K-8 Teaching Endorsement

PROFESSIONAL EXPERIENCE

---

1994-present Cassia County School District 208-878-6627  
237 E. 19<sup>th</sup> St., Burley, Idaho 83318

***Curriculum Director (2007-present)***  
*Supervisor: Gaylen Smyer, Phd. Superintendent*  
Supervise budgets, planning and personnel for Titles 1, II, and III  
Supervise K-12 curriculum personnel, budgets and instructional program development  
Supervise K-12 professional development for certified and classified instructional personnel  
Developed and supervise district teacher, administrator and paraeducator mentoring program  
Facilitates district and school federal improvement planning efforts

***K-8 Curriculum Coordinator (2004 – 2007)***  
*Supervisor: Bob Pavlock, Curriculum Director*  
Math/Science Partnership Grant Coordinator for 6<sup>th</sup> – 8<sup>th</sup> grade math programs in two counties  
K-8 professional development and curriculum alignment coordination  
K-8 elementary curriculum adoption and instruction coordination  
Supervises instructional coaches and data monitoring for district reading and math programs  
Member of district management team

***ASAP Coordinator (2003-2004)***  
*Supervisor: Michael Chesley, Phd., Superintendent*  
Implemented and supervised a successful accelerated kindergarten program for at-risk students

2779 LONGBOW DR. • TWIN FALLS, ID 83301  
PHONE 208-260-0141 • E-MAIL DANABRADLEY@CABLEONE.NET

**STATE DEPARTMENT OF EDUCATION  
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*Classroom Teacher (1994 – 2003)*

3<sup>rd</sup> grade, Dworshak Elementary 1995-2003

7<sup>th</sup>-8<sup>th</sup> Grade GT/Odyssey of the Mind Coach 1996-1998

1<sup>st</sup> grade, Dworshak Elementary 1994-1995

Title One, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> grade, Mt View Elementary 1994

ADDITIONAL PROFESSIONAL ACTIVITIES

Executive Director, Mini-Cassia Reading Council; Early Read Community Partner, Burley Library ; Co-chairman for Idaho's ASCD Kindergarten conference; Paraeducator Steering Committee Member for the College of Southern Idaho; Instructor for paraeducator and teacher professional development coursework for the College of Southern Idaho; Test item writer and reviewer for DRC (Idaho's state test provider)

REFERENCES

Available upon request

**STATE DEPARTMENT OF EDUCATION  
FEBRUARY 17, 2011**

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**SUBJECT**

Idaho Professional Standards Commission 2009-2010 Annual Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code Title 33 Chapter 12, 33-1252 through 33-1258

**BACKGROUND/DISCUSSION**

The Professional Standards Commission was created as a result of the work of the MOST committee, with the intent to provide oversight of the ongoing development and improvement of Idaho teacher standards and practices.

The commission was created in the department of education, consisting of eighteen (18) members and has authority to adopt recognized professional codes and standards of ethics, conduct and professional practices applicable to teachers in the public schools of the state. Professional codes and standards are submitted to the state board of education for its consideration and approval.

Upon State Board of Education (Board) approval, the professional codes and standards are published by the board. The Commission may make recommendations to the Board in such areas as teacher education, teacher certification and teaching standards to promote improvement of professional practices and competence of the teaching profession and impact the quality of education in the public schools of this state.

This report is an annual review of all the work achieved through the Commission during the 2009-2010 academic year.

**IMPACT**

All funding for the Professional Standards Commission is through a dedicated fund comprised of 66 percent (66%) of all teacher certification fees.

**ATTACHMENTS**

Attachment 1 – 2009-2010 PSC Annual Report

Page 3

**BOARD ACTION**

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

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# ANNUAL REPORT

## PROFESSIONAL STANDARDS COMMISSION

### 2009-2010

**TOM LUNA**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**CHRISTINA LINDER**  
PROFESSIONAL STANDARDS COMMISSION ADMINISTRATOR

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IDAHO STATE DEPARTMENT OF EDUCATION  
PO BOX 83720  
BOISE, ID 83720-0027

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**ANNUAL REPORT**

**July 1, 2009 – June 30, 2010**

The Professional Standards Commission was established by the legislature as provided in Sections 33-1251 through 33-1258, Idaho Code. It is an 18-member body comprised of 7 teachers, 4 school administrators, 3 public higher education personnel, plus 1 representative each of private higher education institutions, the State Department of Education, the Division of Professional-Technical Education, and the State School Boards Association.

Under Idaho Code, the Professional Standards Commission is charged with the three basic categories of responsibility listed below. 1) The Commission adopts professional codes and standards of ethics, conduct, and professional practices applicable to certificated employees; 2) it inquires into and, if warranted, provides hearings on charges of improper conduct; and 3) it makes recommendations concerning teacher education, teacher certification, and standards. Items 1) and 3) are subject to final approval by the State Board of Education.

During the 2009-2010 academic year, the following persons served as members of the Professional Standards Commission:

- |     |                        |                                       |
|-----|------------------------|---------------------------------------|
| 1.  | Dr. Kathy Aiken        | University of Idaho                   |
| 2.  | Tama Bergstrand, Chair | Boundary County SD #101               |
| 3.  | Cathy Bierre           | Coeur d'Alene SD #271                 |
| 4.  | Becky Ford             | Post Falls SD #273                    |
| 5.  | Dr. Bonnie Gallant     | Boise SD #1                           |
| 6.  | Dr. Deb Hedeem         | Idaho State University                |
| 7.  | Esther Henry           | Jefferson County Joint SD #251        |
| 8.  | Dr. Jann Hill          | Lewis-Clark State College             |
| 9.  | Stephanie Olsen        | Boise SD #1                           |
| 10. | Glenn Orthel           | Division of Professional-Technical Ed |
| 11. | Daylene Petersen       | Nampa SD #41                          |
| 12. | Karen Pyron            | Butte County Joint SD #111            |
| 13. | Carolyn Rapp           | Boise SD #1                           |
| 14. | Anne Ritter            | Meridian Joint SD #2                  |
| 15. | Christi Rood           | University of Phoenix – Idaho Campus  |
| 16. | Shelly Rose            | Mountain Home SD #193                 |
| 17. | Dan Sakota, Vice Chair | Madison SD #321                       |
| 18. | Nick Smith             | State Department of Education         |

Christina Linder served as Administrator for the Commission from July 1, 2009, to June 30, 2010.

**1. INTERNAL OPERATION OF THE COMMISSION**

The Professional Standards Commission met six times during the 2009-2010 academic year in August, September, December, February, April and June. Five standing committees and one subcommittee functioned throughout the year.

<u>STANDING COMMITTEES</u>	<u>FUNCTION</u>
LEADERSHIP TEAM (Consists of Chair, Vice Chair, and four chairpersons from other standing committees.)	Troubleshoots. Tracks Commission tasks. Manages the Commission strategic plan.
AUTHORIZATIONS	Reviews district requests for approval of Teacher to New Certification authorizations.
STANDARDS	Reviews Certification standards. Recommends changes to Commission.
EXECUTIVE	Makes recommendations to the Commission regarding disciplinary actions and policy revision.
PROFESSIONAL DEVELOPMENT	Reviews professional development issues.

<u>SUBCOMMITTEE</u>	<u>FUNCTION</u>
BUDGET	Monitors/makes recommended revisions to annual budget. Develops yearly budget with recommendations for Commission approval.

**2. PROFESSIONAL PRACTICES ACTIVITIES**

Under Section 33-1208, Idaho Code, the Professional Standards Commission has the ultimate responsibility for suspending or revoking certificates for educator misconduct. The Professional Standards Commission, under 33-1209, Idaho Code, is charged with the responsibility of securing compliance with standards of ethical conduct. The chief certification officer of the State Department of Education/administrator of the Professional Standards Commission advises the Commission Executive Committee of the circumstances of a case, suggesting a possible need for action to be taken against a certificate. If a due process hearing is requested, the State Superintendent of Public Instruction grants approval for a hearing to be held.

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Since the publication date of the last annual report, the Professional Standards Commission received and considered the cases listed below. The administrator also provided technical assistance to districts in which educator misconduct or related problems were an issue, with a consistent recommendation that districts use legal counsel to help determine a course of action. The following cases were disposed of as indicated:

<b><u>CASE</u></b>	<b><u>CAUSE</u></b>	<b><u>DISPOSITION</u></b>
20726	Violation of Code	Closed Due to Inactivity; Subject to Reopening If Warranted
20815	Violation of Code	All Suspension Conditions Met; Reinstatement Certificate
20816	Violation of Code Violation of State Law; Conviction	Ten-Year Suspension with Conditions
20818	Violation of Code	No Sufficient Grounds; Letter of Concern
20828	Violation of Code	In Hearing Process
20833	Violation of Code	Revocation (default)
20834	Violation of Code	Letter of Reprimand
20836	Violation of Code Violation of State Law; Conviction	Permanent Revocation (default)
20901	Violation of Code	Conditions Before Reinstatement of Certificate
20902	Violation of Code	Two-Year Suspension with Conditions; Rescind Earlier Decision; Eligible for Unrestricted Certificate after Two Years
20903	Violation of Code Violation of State Law; Conviction	Permanent Revocation (default)
20904	Violation of Code	Revocation
20905	Violation of Code	No Sufficient Grounds; Refer Back to School District
20906	Violation of Code Violation of State Law; Conviction	Revocation (default)
20907	Violation of Code	Not Using Good Judgment; Letter of Concern
20908	Violation of Code	Five-Month Suspension with Conditions

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20909	Violation of Code	No Sufficient Grounds
20910	Violation of Code	Revocation; Rescind Further Action But Include Letter of Concern
20911	Violation of Code	Sufficient Grounds for Indefinite Suspension with Conditions to Not Be Removed Earlier Than 8/15/10
20913	Violation of Code	No Sufficient Grounds
20915	Violation of Code	Sufficient Grounds for Indefinite Suspension with Conditions
20916	Violation of Code	No Sufficient Grounds; Insufficient Evidence
20917	Violation of Code Violation of State Law - Conviction	Permanent Revocation (default)
20918	Violation of Code Violation of State Law - Conviction	Permanent Revocation (default)
20921	Violation of Code	Sufficient Grounds; Letter of Reprimand
20922	Violation of Code	Case Dismissed; Insufficient Evidence
20923	Violation of Code	Case Dismissed; Insufficient Evidence
20925	Violation of Code	Send Letter Asking for Voluntary Certificate Surrender
21001	Violation of Code	Revocation
21002	Violation of Code	No Sufficient Grounds; Refer Back to School District
21004	Violation of Code Violation of State Law - Conviction	Revocation
21008	Violation of Code	Revocation
21009	Violation of Code Violation of State Law –Conviction	Voluntary Certificate Surrender
Teacher B	Violation of Code	Denial of Teaching Certificate

**3. REQUESTS FOR PROVISIONAL AUTHORIZATIONS**

There were 113 Provisional Authorizations with 123 total endorsements/assignments issued during the 2009-2010 academic year. Those

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Provisional Authorizations by subject area during that same time period are as follows:

American Sign Language – 1  
Art – 4  
Bilingual – 1  
Biological Science – 1  
Broadcasting – 1  
Business Technology Education – 2  
Chinese - 1  
Communications – 1  
Drama – 2  
EC/ECSE-Blended (Birth – Grade 3) – 4  
Economics – 1  
English – 7  
English as a New Language (ENL K/12) – 1  
Family Consumer Science – 4  
Food/Nutrition – 1  
Gifted/Talented – 2  
Health – 3  
Latin – 1  
Library Media Specialist – 2  
Literacy – 1  
Mathematics – 7  
Music – 7  
Natural Science – 4  
Physical Education – 2  
Physical Science – 3  
Principal - 3  
School Counselor – 5  
School Social Worker – 1  
Small Engine Mechanics – 1  
Social Studies – 1  
Sociology – 1  
Spanish – 8  
Standard Elementary (All Subjects K/8) – 11  
Standard Exceptional Child (Generalist) – 20  
Superintendent – 2  
Technology Education – 4  
Work-Based Learning -2

**4. TEACHER TO NEW CERTIFICATION APPROVALS**

There were 249 requests with 258 total endorsements/assignments for Teacher to New Certification alternative authorization that were reviewed and approved by the Professional Standards Commission during the 2009-2010 academic year.

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Those approved Teacher to New Certification alternative authorizations by subject area during that same time period are as follows:

American Sign Language - 1  
Art – 3  
Bilingual – 2  
Biology – 2  
Business Technology Education – 10  
Chinese – 2  
Communication – 6  
Communication/Drama – 1  
Consulting Teacher – 1  
Director – Special Education – 1  
Drama – 4  
Earth Science – 2  
EC/ECSE-Blended (Birth-Grade 3) – 14  
Economics – 2  
English – 14  
English as a New Language (ENL K/12) – 13  
Family and Consumer Science – 2  
French – 1  
German – 1  
Gifted/Talented – 20  
Health – 9  
History – 3  
Italian – 1  
Library Media Specialist – 3  
Literacy K/12 – 3  
Market Technology – 1  
Mathematics – 7  
Music – 1  
Natural Science – 16  
Network Technology – 1  
Physical Education – 8  
Principal – 5  
Psychology – 1  
School Counselor – 5  
Social Studies – 4  
Spanish – 6  
Standard Elementary – All Subjects K/8 – 9  
Standard Exceptional Child (Generalist) – 65  
Superintendent – 7  
Technology Education – 1

**5. REQUESTS FOR CONTENT SPECIALIST AUTHORIZATIONS**

There was 1 Content Specialist alternative authorization with 1 total endorsement/assignment issued during the 2009-2010 academic year. That Content Specialist alternative authorization by subject area during that same time period is listed below.

Standard Exceptional Child (Generalist) - 1

**6. REQUESTS FOR ABCTE (AMERICAN BOARD FOR CERTIFICATION OF TEACHER EXCELLENCE) CERTIFICATION**

There were 116 interim certificates with 152 total endorsements/assignments issued through the ABCTE process during the 2009-2010 academic year. Those ABCTE-issued interim certificates by subject area during that same time period are as follows:

Biology – 6  
Chemistry – 3  
English – 13  
History - 4  
Mathematics – 17  
Natural Science – 8  
Physics – 1  
Standard Elementary – All Subjects K/8 – 74  
Standard Exceptional Child (Generalist) – 26

**7. STATE/NATIONAL APPROVAL OF TEACHER PREPARATION PROGRAMS**

The State Board of Education requires all teacher preparation programs to be evaluated on a seven-year cycle. This evaluation occurs through a concurrent on-site visit by an NCATE (National Council for the Accreditation of Teacher Education) team and a state team. The NCATE team evaluates the unit, and the state team evaluates respective content area disciplines.

Under the direction of the administrator of the Professional Standards Commission, the state evaluation team, utilizing the NCATE/Idaho protocol, conducts teacher preparation program evaluations. While all teacher preparation programs are subject to a state evaluation, NCATE evaluations are optional. All Idaho teacher preparation institutions, except The College of Idaho, BYU-Idaho, and the University of Phoenix – Idaho Campus, choose to undergo an NCATE program evaluation. All Idaho teacher preparation programs, however, must address both state and NCATE standards when preparing for on-site teacher preparation program reviews.

The official vehicle for the approval of existing teacher preparation programs in Idaho is the NCATE /Idaho partnership agreement. State standards for evaluating teacher preparation programs are those approved by the State Board of Education effective July 1, 2001, and found in the Idaho Standards for Initial Certification of Professional School Personnel manual.

### **George Fox University**

Following a focus visit on October 27-28, 2009, the Commission, at its December 3-4, 2009, meeting, considered the state team report and made the following recommendations regarding the George Fox University teacher education program:

- Approval without conditions for the Visual and Performing Art program;
- Approval without conditions for the Foreign Languages program;
- Approval without conditions for the Physical Education program;
- Approval without conditions for the Health program.

The State Board of Education, at its April 21-22, 2010, meeting, approved the George Fox University state team report resulting from the focus visit.

### **University of Phoenix - Idaho**

Following a focus visit on March 11-12, 2010, the Commission, at its April 22-23, 2010, meeting, considered the state team report and made the following recommendations regarding the University of Phoenix - Idaho teacher education program:

- Approval without conditions for the Master of Arts in Education/Administration program;
- Approval without conditions for the Master of Arts in Education/Elementary Education program.

The State Board of Education, at its June 16-17, 2010, meeting, approved the University of Phoenix - Idaho state team report resulting from the focus visit.

### **Northwest Nazarene University**

Following a focus visit on March 23-24, 2010, the Commission, at its April 22-23, 2010, meeting, considered the state team report and made the following recommendation regarding the Northwest Nazarene University teacher education program:

- Approval without conditions for the Director of Special Education and Related Services program.



The State Board of Education, at its June 16-17, 2010, meeting, approved the Northwest Nazarene University state team report resulting from the focus visit.

**COMMITTEE WORK**

8. The Commission conducted an ethics hearing panel chair training during the year for approximately 24 potential and current hearing panel chairs.
9. The Commission passed the Standards Committee's recommendation to approve the School Social Work standards as revised, particularly with regard to assessment.
10. The Commission approved the Standards Committee's motion to submit pending rule (language eliminating the word "emergency" from the Alternative Authorizations applications) to the State Board of Education for final reading.
11. The Commission hired a contract investigator for its ethics cases requiring investigation.
12. The Commission approved the Standards Committee's motion to submit pending rule language for the enhanced Social Studies endorsement certification requirement (12 credit hours in all 4 areas of economics, geography, history, and government, which meet the federal guidelines for Highly Qualified Teacher status).
13. The Commission passed the Standards Committee's motion to approve the Math Consulting Teacher endorsement language (a new, voluntary endorsement that can be added by taking 2 of the 3 Mathematical Thinking for Instruction [MTI] courses; 20 credits of other mathematics content; having 3 years of mathematics teaching experience; and doing a performance assessment), which maintains the integrity of the Math Initiative work.
14. The Commission passed the Standards Committee's motion to approve the proposed MTI recertification requirement language (all teachers holding an Early Childhood/Early Childhood Special Education Blended Certificate; a Standard Elementary Certificate; a Standard Secondary Certificate and teaching in a mathematics content classroom; a Standard Exceptional Child Certificate; an Administrator Certificate; and also all out-of-state certification applicants are required to take one of the three MTI courses when recertifying prior to 2014).
15. The Commission approved the Standards Committee's recommendation that the Praxis Professional Learning and Teaching (PLT) test requirement for K-8 certification be eliminated.

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16. The Commission approved the Standards Committee's recommendation that all pre-service candidates seeking K-8 certification shall be required to obtain a K-12 or 6-9 endorsement.
17. The Commission approved reimbursing the substitute pay of each classroom teacher representative included in its membership at the rate of up to \$70 per day, beginning with the sixth day of such member's meeting attendance during a given academic year. (This is in accordance with IDAPA 08.02.01.450 and Idaho Code, Section 33-1279.)
18. The Commission Standards Committee continued revision work on the Program Approval Manual for higher education institutions. This effort will help ensure consistency and transparency in the program approval process.
19. The Commission passed the Standards Committee's recommendation to approve the newly developed, stand-alone Early Childhood/Early Childhood Special Education endorsement to be added to only a Standard Exceptional Child Certificate.
20. Revision work was done on Appendix G of the Commission Procedures Manual so that there is correlation between the list in the manual of documents posted on the Department of Education website and the actual inclusion of those documents on the website. The Commission then approved those revisions to its Procedures Manual.
21. The Commission passed the Standards Committee's recommendation to approve the Online Teacher endorsement as it was amended.
22. The Commission passed the Standards Committee's recommendation to approve the Pre-Service Technology Competencies, which are to be met at the basic level of teacher preparation and will introduce a teacher to a foundation of the best practices in technology, thus ensuring that there is the best possible access for children to technology regardless of their ability.
23. The Commission passed the Standards Committee's recommendation to approve the revised Mathematics standards as they were amended.
24. Commission members were given IDs and passwords to access Charlotte Danielson Framework for Teaching training for a one-year time period.
25. The Commission Executive Committee distributed 1,500 copies of an ethics poster emphasizing boundaries in relation to technology to all schools and colleges of education for approximately \$1,526. (See Appendix A: Ethics Poster)
26. The Commission Professional Development Committee strengthened its professional development grant requirements and awarded 17 professional

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27. Commission committees provided one-page, year-end summaries of their activities during the year. The summaries will eventually be compiled in a for-information-only report for the State Board of Education.
28. The Commission Professional Development Committee provided \$25,000 out of its budget to the Department of Education's Summer Institute of Best Practices. (See Appendix C: Idaho Summer Institute of Best Practices Brochure 2010)
29. The Commission approved the Executive Committee's request that the following notation be added to the bottom of every reinstated certificate that has conditions attached: *Reinstated with conditions due to suspension*. Once conditions are met, a new certificate is issued with the notation deleted. To aid in Department of Education tracking and information, these certificates are also highlighted on the certification records list and the highlight removed when conditions have been met.
30. At Commission urging, a Commission-approved ethics course has been developed and made available at Lewis-Clark State College for pre-service and current teachers and for violators of the Code of Ethics for Idaho Professional Educators.
31. The Commission passed the Standards Committee's proposed revisions to the Health (6-12) endorsement and the Idaho Standards for Health Teachers. There was a need to add a (K-12) option to the Health (6-12) endorsement to allow for more flexibility in teaching assignments.
32. The Commission passed the Standards Committee's recommendation to approve the revised Science preparation standards.
33. The Commission approved the Standards Committee's recommendation that all disposition statements be removed from the Idaho Standards for Initial Certification of Professional School Personnel. A statement will be added to all introductory paragraphs in the document expressing that every teacher preparation program must have a list of required teacher candidate dispositions.
34. The Commission approved the FY12 Commission budget as amended and presented by the Budget Subcommittee for a total of \$452,243. Committees were encouraged to front-load their expenditures in 2010-2011.
35. The Commission passed the Standards Committee's recommendation to approve the Idaho Standards for Elementary Education Teachers as amended (added a standard that addresses the purpose and context for communicating; added STEM to the math and science areas, etc.)

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36. The Commission passed the Standard Committee's recommendation to approve the rubric for the Idaho Standards for Elementary Education Teachers as amended (changed all the proficiency descriptors to the same Minimal, Adequate, and In-Depth consistently throughout the document and added a reference to the Idaho Standards for the Initial Certification of Professional School Personnel for the benefit of program approval team members).
37. The Commission funded the participation of Commission members and staff alike in various Commission-related meetings and conferences during the course of the 2009-2010 academic year.
38. The Commission provided its own representation at the State Board of Education meetings during the 2009-2010 academic year.
39. The Commission passed the Standards Committee's recommendation to approve the Idaho Foundation Standards for Visual and Performing Arts Teachers as revised (semantic changes and the addition of a disclaimer to be included with all Idaho standards to resolve the issue of review teams' work being perceived as needing semantic changes).
40. The Commission passed the Standards Committee's recommendation to approve the rubric for the Idaho Foundation Standards for Visual and Performing Arts Teachers as amended.
41. The Commission passed the Standards Committee's recommendation to approve the Idaho Standards for Visual Arts Teachers as amended (minor changes and the addition of a self-reflection piece).
42. The Commission passed the Standards Committee's recommendation to approve the rubric for the Idaho Standards for Visual Arts Teachers as amended.
43. The Commission passed the Standards Committee's recommendation to approve the proposed revisions to the Idaho Standards for Drama Teachers.
44. The Commission passed the Standards Committee's recommendation to approve the rubric for the Idaho Standards for Drama Teachers as amended.
45. The Commission passed the Standards Committee's recommendation to approve the Idaho Standards for Music Teachers as amended.
46. The Commission passed the Standards Committee's recommendation to approve the rubric for the Idaho Standards for Music Teachers as amended.
47. The Commission passed the Standards Committee's proposed revisions to the Natural Science endorsement with amended language.

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- 48.** The Commission approved the Standards Committee's recommendation to replace Praxis Test 0021 (Early Childhood Pedagogy) with Praxis Test 0014 (Elementary Content) as a requirement for those earning the Early Childhood/Early Childhood Special Education Blended Certificate.
- 49.** The Commission approved the Art, Drama, and Music endorsements as revised and eliminated the Communication/Drama endorsement.
- 50.** The Commission passed the Nomination Subcommittee's recommendation to appoint Dan Sakota as chair and Shelly Rose as vice-chair of the Professional Standards Commission for the 2009-2010 academic year.

**Appendix A:  
Ethics Poster**

ARE YOU JEOPARDIZING YOUR  
PROFESSIONAL CAREER?

WHAT ARE YOUR  
**BOUNDARIES?**

facebook

myspace

twitter

email

texting



cell phone

interactive  
games

What do your students know  
about you that you don't know?

There is a permanent record of everything  
you write or people post about you.



[www.sde.idaho.gov/site/psc/](http://www.sde.idaho.gov/site/psc/)



**Appendix B:  
Professional Standards Commission Grants**



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STATE OF IDAHO  
**PROFESSIONAL STANDARDS COMMISSION**  
 STATE DEPARTMENT OF EDUCATION  
 PO BOX 83720  
 BOISE, IDAHO 23720-0027

Professional Standards Commission grants (2009-2010)  
 Total = \$7,000

<b>Name of School</b>	<b>Amount</b>	<b>Program info</b>
Amity Elementary	\$ 990	CAFÉ in the Classroom
Butte View Elementary	\$ 500	Rhythms of the River Conference
Rigby High School	\$ 500	International Builders Conference
Mackay Jr/Sr High	\$ 500	Idaho Science Teachers Conference
Eagle Hills Elementary	\$ 500	National Health & PE Conference
Prospect Elementary	\$ 500	Rhythms of the River Conference
Eagle Hills Elementary	\$ 500	Rhythms of the River Conference
North Star Charter	\$ 500	Rhythms of the River Conference
Rocky Mountain High School	\$ 500	Vocational Education Training
Post Falls Middle School	\$ 1,000	National Science Conference
Prairie View Elementary	\$ 1,000	Daily Five Program

**Appendix C:  
Idaho Summer Institute of Best Practices brochure 2010**

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**BLAKE WALSH – Second Language Acquisition-  
How Knowing the Stages Will Help You Serve**

**Your Students** -This presentation will explore the stages of second language acquisition and how they impact your second language learners. The stages will be discussed with reference to Basic Interpersonal Communication Skills and Content Academic Language Proficiency and with reference to the Idaho English Language Assessment. Participants will understand what skills students are able to demonstrate at each stage and what specific instructional approaches are appropriate at each stage. They will also understand how they can assist and enhance both their second language learners' acquisition of language and their academic development. They will also understand that many of the approaches that assist second language learners will also assist many of the other students in their classrooms. This class will provide a good mix of both theory and instructional practice.

**ANNIE WARBERG** -Twenty-five years of experience specializing in building the capacity of school personnel to support students with severe behavioral challenges, K-12. Original designer/ author of the "Check-In, Check-Out Program" which is used in numerous school districts across the nation as a Tier II intervention program. - **Tier II Interventions For Students With Challenging Behaviors**- Participants in this session will learn how to use simple procedures to (1) conduct functional behavior assessments, (2) analyze assessment data and (3) develop valid behavior intervention plans using an "Applied Behavior Analysis" approach. The "Check-In, Check-Out Program" will be reviewed for use as a Tier II behavior intervention tool.

**2010 SUMMER INSTITUTE IS  
FUNDED BY:**

- Professional Standards Commission
- State Department of Education
- Bonneville School District
- Wendell School District
- Post Falls School District

**PRESENTATION STRANDS WILL BE:**

Standard Based Assessment: Linking Quality Assessment and Grading (IF, W, PF)

STEM - What is it? How do you teach it? (IF, W)

The Standards Game: We Teach Them, But Do We Really, Really Understand Them? (IF, W)

Second Language Acquisition: How Knowing the Stages Will Help You Serve Your Students (IF, W)

Don't Blame Me !! The Teacher Started It (IF, W, PF)

Tips For Improving Special Education Inclusion Classes In Your School (IF, W, PF)

Tier II Interventions For Students With Challenging Behaviors (IF, W)

Response to Intervention (IF, W, PF)

Differentiated Instruction (IF, W)

Connecting the Dots: Understanding and Using Teaching Tools & Projects that Work (IF, W, PF)

Effective Instructional Strategies Make the Difference (PF)

Using Technology In The Classroom (IF, W, PF)

For Those Teachers with More Than One Student in Their Classroom-How to Develop a Brain Based Classroom (IF, W, PF)

Apangea (PF)

IF = Idaho Falls, W = Wendell, PF = Post Falls

**FOR MORE INFORMATION CONTACT:**

Rob Sauer – Deputy Superintendent Division of Innovation & Choice  
RCSauer@sde.idaho.gov; 208-332-6934

Katie Cutler  
katiecutler11@gmail.com  
cutlerk@d261.k12.id.us  
208-324-3396 ext. 2805 School (until May 31)  
208-536-6193 Home

Michaelena Hix  
hixm@d93.k12.id.us;  
208-525-4400 ext.1208

Or visit the State Department of Education –Innovation & Choice  
www.sde.idaho.gov

**REGISTRATION CLOSES JUNE 25**

**Registration Cost: \$100 (for two days)**

(includes continental breakfast, lunches and snacks)  
One credit will be available

**2010 IDAHO SUMMER  
INSTITUTE OF  
BEST PRACTICES**

**THREE REGIONAL INSTITUTES  
WILL BE HELD THIS YEAR:**

**IDAHO FALLS, WENDELL & POST FALLS**

CHOOSE WHICH PLACE WORKS BEST FOR YOU!

**JULY 26 & 27, 2010**

Rocky Mountain Middle School  
Bonneville School District  
Idaho Falls Idaho

**JULY 28 & 29, 2010**

Wendell High School  
Wendell School District  
Wendell, Idaho

**AUGUST 2 & 3, 2010**

River City Middle School  
Post Fall District  
Post Falls, Idaho



**Times for all sites:**

Registration – 7:30 am, opening session—8:00 am  
sessions—8:30-11:30 am & 12:30 –3:30 pm  
Catered lunch

**REGISTER ONLINE AT:**

[http://www.sde.idaho.gov/site/innovation\\_choice/](http://www.sde.idaho.gov/site/innovation_choice/)

**SIGN UP TODAY!**

# STATE DEPARTMENT OF EDUCATION FEBRUARY 17, 2011

## PRESENTERS FOR THE 2010 IDAHO SUMMER INSTITUTE OF BEST PRACTICES

**NANCY BLAIR** - School Improvement Consultant

### Differentiated Instruction

Overview of differentiation (theory and practice) This session will include: Low-preparation strategies, High-preparation strategies, Resources for differentiation strategies, Importance of building relationship to know students strengths/ weaknesses

### MYRON DUECK - Standard Based Assessment: Linking Quality Assessment and Grading

Myron will share his classroom and administrative experiences encountered through the implementation of non-traditional, standards-based assessment strategies. Topics to be covered will include student-monitored retesting, allowing choice, extending due dates, eliminating zeros and providing students different avenues in displaying their understanding. Myron will discuss the changes experienced in teacher-student interaction through building healthy, pro-active relationships built on common goals.

### BILL EBENER-STEM - What is it? How do you teach it?

Using science as a model for learning, discover how student's natural curiosity and classroom diversity make education happen when knowledge meets reality. Bill Ebener, CSI biology instructor, introduces STEM via hands on, discovery based, student driven exploration of "everyday" items found in and around everywhere.

**JIM JOHNSON** has been teacher and principal at the middle, junior high, and high school levels and a National Consultant. Connecting the Dots: Understanding and Using the Teaching Tools and School Wide Projects that Work: This session will provide the teacher and administrator some tools to engage learners in authentic learning regardless of their prior motivation to learn. Participants will have the opportunity to practice with some of these tools. Most of the ideas presented are of little to no cost to the school (cost practices define school culture and how classroom based instruction combined with grade or school wide projects enhance the culture and enable higher levels of student achievement.

**KRISTEN NASON** -15 years of educational experience, both in secondary and university levels, including 5 years as an administrator and 5 years as an educational consultant.

The Standards Game: We Teach Them. But Do We Really, Really Understand Them? This is a highly interactive workshop – expect to view standards and instruction in a whole new light! Past participants claim this session to be the most beneficial discussion they've had regarding how to really teach standard-based education.

**GREG LOWE** - Superintendent of the Wendell School District #232, as well as their Literacy Coach. Before coming to Wendell, he spent fourteen years as a building principal. He has a strong commitment to implementing effective literacy across the curriculum.

Effective Instructional Strategies Make the Difference with the State Language and Reading Content Standards.—Not only does it make sense to use research based instructional strategies that actually help students comprehend all content areas, but these same strategies can ensure that the we are meeting the goals and objectives of the state's language and reading Content Standards. No matter what content area you teach, effective strategies can help your students meet and go beyond the achievement standards.

**MIKE NELSON** - He has taught for 13 years, 10 in secondary school and 3 years as an Assistant Principal. Using Technology In The Classroom—ALLLL Aboard! We all know that money is tight for our classrooms and many are making difficult choices about eliminating field trips and projects. However, there are a wide variety of resources available to you to engage students and focus on learning. Internet to better understand the world and history around us. You'll learn how to take a virtual field trip and use tools such as the Idaho Education Network and Google Earth.

**FRED GOERICSH** -Independent Consultant & Middle school teacher - For Those Teachers With More Than One Student in Their Classroom—How to Develop a Brain Based Classroom – In this session you will learn how learning takes place and how to develop a brain-based classroom. You will learn how to differentiate

for every student in your classroom using layered curriculum.

**DAVE SHEPARD** - has been a teacher, administrator and consultant. Dave was the key note speaker for the Idaho Middle Level Conference 2010—Don't Blame Me !! The Teacher Started It -For years we educators have sought to "control" our students. The focus of this session, however, will not be on them, but will be on "us". We will examine 35 teachers' behaviors that make a difference in classroom management. By looking at ourselves through the use of a self perception survey, all participants will review their own strategies in a humorous non-threatening manner. (Dave will do an extra session the 1st day of each institute at 3:45 pm) Tips For Improving Special Education Inclusion Classes In Your School -Working together in an inclusion class is a great experience, right? Schools across the country are moving in this direction rapidly, but is it the best answer? Inclusion as a practice is only as good as the teachers and the program that use it. Come examine and learn many ideas to more successful and efficient implementation of this delivery model.

SDE RTI Coach— Response to Intervention  
Come and learn strategies to help your school implement the RTI model. Bring questions that your district needs help with in implementing the RTI process.

## Learning to help students learn!



**BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE**  
**FEBRUARY 17, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Request to approve merit based adjustments to the contract payments to Head Football Coach Chris Petersen

**REFERENCE**

April 22, 2010                      Approval of a New Employment Agreement and Addendum with Chris Petersen and Related Changes to the Deferred Compensation Plan

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval to make two merit-based supplemental payments to Head Football Coach Chris Petersen.

Last year the University entered into a five year employment agreement with Mr. Petersen. This year the University has negotiated an adjustment to that agreement with Mr. Petersen. The University will bring a new multi-year agreement for Board approval at a future meeting. In the meantime, the University is requesting Board approval for two merit-based payments to Mr. Petersen in addition to his current contract.

**IMPACT**

The two payments are as follows:

First, to make a one-time payment of \$50,000 in addition to his contract based additional pay based upon performance. Under the current contract, Mr. Petersen is entitled to receive \$75,000 in additional pay based upon performance. The new amount would be \$125,000.

Second, to increase his base salary by \$35,000. The current contract salary for February 1, 2011 to January 31, 2012 is \$1,140,000 and will be raised to \$1,175,000 with this addition.

As with all payments under this employment agreement, no state funds are used and these amounts are paid only from media, public appearance fees, donations and other non-state funds.

**STAFF COMMENTS AND RECOMMENDATIONS**

Under the five year contract approved by the Board last year, Mr. Petersen is entitled to additional pay based upon performance in the amount of \$75,000 because Boise State finished in a three-way tie for the conference championship.

**BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE**  
**FEBRUARY 17, 2011**

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The University proposes to increase the one-time additional pay by \$50,000, bringing the total to the same amount that would have been paid under the contract if the team had participated in any one of the five BCS bowl games.

**BOARD ACTION**

I move to approve the request by Boise State University to make the following payments to Chris Petersen:

- (1) A one-time payment in the amount of \$50,000 based upon performance; and
- (2) An increase to his base salary in the amount of \$35,000.

These revisions shall be incorporated into an amended multi-year employment agreement between BSU and Chris Petersen, to be approved by the Board at a later date.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**SUBJECT**

Spending Reduction Plan for FY 2012

**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**

The Board approved the FY 2012 budget line items requests for the agencies and institutions at the August 2010 meeting and authorized the Executive Director to approve the Maintenance of Current Operations and Line Item budget requests for agencies and institutions.

On February 11, 2011, the Legislative Services Office sent a letter to all agencies and institutions requesting submission of a fiscal impact analysis of a 5% General Fund budget reduction for FY 2012. Attachment 1 shows the impact of a 5% reduction to each agency and institution under the Board.

**IMPACT**

The Health Education programs are largely contractual and generally represent seats for Idaho students in the various health education programs. Reduced funding would most likely result in fewer seats which could impact the number of health professionals that ultimately deliver health care in the state.

Similarly, the Scholarships and Grants program only funds scholarships for Idaho students in postsecondary education. The budget does not include any operating costs.

Staff prepared Attachment 1 which shows the impact of a 5% reduction for each agency and institution. Since the Health Education programs and Scholarships and Grants impact students in higher education, the report shows how much of the reductions for these programs would need to be allocated to the colleges and universities and their resulting reductions. The college and universities would need to absorb a 5.37% reduction including Health and Scholarships instead of 5.0% and the community colleges would need to absorb a 5.14% reduction including Scholarships instead of 5.0%.

**ATTACHMENTS**

Attachment 1 – Education Shortfall Allocation

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the education shortfall allocation plan in order to hold harmless the Health Education Program budgets in order to maintain current commitments. The allocation plan would also preserve funding for state scholarships and grants in order to sustain the current level of state aid.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2011**

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**BOARD ACTION**

I move to approve the education shortfall allocation plan as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



## Education Shortfall Allocation

Based on Legislative Spending Reduction Plan for FY 2012

AGENCY/ INSTITUTION	FY 12 Base	Reduction		Amount to Allocate	% Base Reduction	Reduction
		5.00%	Amount			
Systemwide Needs	\$ 2,726,600	5.00%	\$ 136,300	\$ 136,300	5.37%	\$ 146,300
BSU	\$ 70,116,400	5.00%	\$ 3,505,800	\$ 3,505,800	5.37%	\$ 3,763,000
ISU	\$ 59,071,300	5.00%	\$ 2,953,600	\$ 2,953,600	5.37%	\$ 3,170,300
UI	\$ 73,576,700	5.00%	\$ 3,678,800	\$ 3,678,800	5.37%	\$ 3,948,800
LCSC	\$ 12,019,800	5.00%	\$ 601,000	\$ 601,000	5.37%	\$ 645,100
<b>CU TOTAL</b>	<b>\$ 217,510,800</b>	<b>5.00%</b>	<b>\$ 10,875,500</b>	<b>\$ 10,875,500</b>	<b>5.37%</b>	<b>\$ 11,673,500</b>
CSI	\$ 10,658,200	5.00%	\$ 532,800	\$ 532,800	5.14%	\$ 547,500
CWI	\$ 4,211,200	5.00%	\$ 210,600	\$ 210,600	5.14%	\$ 216,400
NIC	\$ 9,097,400	5.00%	\$ 454,900	\$ 454,900	5.14%	\$ 467,500
<b>CC TOTAL</b>	<b>\$ 23,966,800</b>	<b>5.00%</b>	<b>\$ 1,198,300</b>	<b>\$ 1,198,300</b>	<b>5.14%</b>	<b>\$ 1,231,400</b>
W-I (Vet Med)	\$ 1,722,500	5.00%	\$ 86,100	\$ 86,100		
WWAMI	\$ 3,402,400	5.00%	\$ 170,100	\$ 170,100		
IDEP (Dental)	\$ 1,315,700	5.00%	\$ 65,800	\$ 65,800		
UofU	\$ 1,204,200	5.00%	\$ 60,200	\$ 60,200		
FMR ISU	\$ 877,200	5.00%	\$ 43,900	\$ 43,900		
FMR Boise	\$ 1,106,000	5.00%	\$ 55,300	\$ 55,300		
WICHE (Optometry)	\$ 218,600	5.00%	\$ 10,900	\$ 10,900		
Psych Residency	\$ 114,000	5.00%	\$ 5,700	\$ 5,700		
<b>HEALTH ED TOTAL</b>	<b>\$ 9,960,600</b>	<b>5.00%</b>	<b>\$ 498,000</b>	<b>\$ 498,000</b>		
FUR	\$ 511,400	5.00%	\$ 25,600		5.00%	\$ 25,600
IGS	\$ 701,100	5.00%	\$ 35,100		5.00%	\$ 35,100
Scholarships & Grants	\$ 6,663,300	5.00%	\$ 333,100	\$ 333,100		
MNH	\$ 454,100	5.00%	\$ 22,700		5.00%	\$ 22,700
SBDC	\$ 246,300	5.00%	\$ 12,300		5.00%	\$ 12,300
TechHelp	\$ 143,900	5.00%	\$ 7,200		5.00%	\$ 7,200
<b>SPECIAL PGMS TOTAL</b>	<b>\$ 8,720,100</b>	<b>5.00%</b>	<b>\$ 436,000</b>	<b>\$ 333,100</b>		<b>\$ 102,900</b>
OSBE	\$ 2,025,200	5.00%	\$ 101,300		5.00%	\$ 101,300
PTE	\$ 47,577,400	5.00%	\$ 2,378,900		5.00%	\$ 2,378,900
ARES	\$ 22,559,000	5.00%	\$ 1,128,000		5.00%	\$ 1,128,000
IPTV	\$ 1,390,500	5.00%	\$ 69,500		5.00%	\$ 69,500
IDVR	\$ 7,198,900	5.00%	\$ 359,900		5.00%	\$ 359,900
<b>GRAND TOTAL</b>	<b>\$ 340,909,300</b>	<b>5.00%</b>	<b>\$ 17,045,400</b>	<b>\$ 12,904,900</b>	<b>5.00%</b>	<b>\$ 17,045,400</b>

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